NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
October 3, 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 County Court at Law #1.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Deptarmental/Contingencies	$3,014.20
TO	0100-0426-001107	CCL#1/Temp Labor	$2,800.00
TO	0100-0426-002010	CCL#1/FICA	214.20

4. Discuss, consider, and take appropriate action on the line item transfer for the Risk Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0840.0841.004998	Risk Fund - Contingencies	$18,900.04
To	0840.0841.001100	Risk Fund - FT Salary	$15,278.93
To	0840.0841.002010	Risk Fund - FICA	$1,168.84
To	0840.0841.002020	Risk Fund - Retirement	$2,452.27

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$100,000.00
To	0100.0509.004810	Landscape Services	$100,000.00

6. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 09.01.23 through 09.30.23.

7. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 09.01.23 through 09.30.23.

8. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction pursuant to Texas Local Government Code 263.152, for the period of 09.01.23 through 09.30.23.

9. Discuss, consider and take appropriate action on confirming the appointment of Justin Postell as Deputy Constable for Williamson County pursuant to Texas Local Government Code 86.011.

10. Discuss, consider, and take appropriate action on adding Total Compensation App to the Benefitfocus platform, in the amount of Five thousand dollars ($5,000.00), and authorizing the execution of the agreement.

11. Discuss, consider and take appropriate action on approving Amended Contract #2023286 between Williamson County and West Publishing Corporation and/or Thomson Reuters Enterprise Centre GmbH for a Westlaw Proflex Subscription pursuant to DIR Contract #DIR-LGL-CALIR-02. The term of the original agreement was 36 months, with a 1% increase in year two and year three. The monthly charges going forward are as such: Year Two-$5,527.50; and Year Three-$5,582.78. The reason for the amendment is due to the addition of three new attorney positions for FY24.

12. Discuss, consider and take appropriate action on approving and ratifying the emergency purchase with Ingram Technologies, LLC in the amount of $139,647.95 for additional Pivot 3 systems for the Corrections Department and exempting the purchase from the competitive bidding requirements as per Section 262.024 (a)(3) [an item necessary because of unforeseen damage to public property] and authorizing the execution of the agreement.

13. Discuss, consider, and take appropriate action on approving the Sole Source Provider Exemption for the Enterprise Justice Defendant Acces software application and exempting Tyler Technologies, Inc. from the competitive bidding requirements established by section 262.024(a)(7) of the Texas Local Government Code, Discretionary Exemptions, as the Sole Source provider for Williamson County.

14. Discuss, consider, and take appropriate action on approving Purchase #2023276 between Williamson County and Dana Safety Supply, Inc. for the amount of $61,102.96 pursuant to TIPS contract #210102, and authorizing the execution of the Services Contract.

15. Discuss, consider and take appropriate action on approving Use and Access Agreement Request #2023288 from the Jarrell Independent School District Police Department (ISD PD).

16. Discuss, consider and take appropriate action on approving the three (3) year Agreement #2023280 between Guardian Alliance Technologies, Inc. and Williamson County for employment related background investigation as needed, and authorizing execution of the agreement.

17. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Austin Vineyard Church for off duty contracting of County Sheriff Deputies to be effective October 3, 2023 (Church located in Precinct #1 at 13208 Morris Rd., Austin)

18. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Samsung E&C America, Inc. for off duty contracting of County Sheriff Deputies to be effective October 3, 2023 (FM 973, Taylor)

19. Discuss, consider and take appropriate action on a report from Johnston, LLC for the Justice Complex Improvement project (P476), Amendment 1 for Supplemental Agreement 1 for Design and Engineering Services for a time extension September 16, 2024. Funding Source is P476.

20. Discuss, consider and take appropriate action on approving the extension of Contract #22IFB152 for Aggregates for Surface Treatments Grades 3, 5, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Vulcan Construction Materials LLC for the 12-month term of November 15, 2023 - November 14, 2024, and authorizing execution of the renewal agreement.

21. Discuss, consider and take appropriate action on approving the extension of Contract #22IFB145 for Limestone Rock Asphalt, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Vulcan Construction Materials LLC for the 12-month term of November 15, 2023 - November 14, 2024, and authorizing execution of the renewal agreement.

22. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Engineering Services for the Planning of Corridor A3 from SH 95 to US 79, under RFSQ #23RFSQ113. Funding source is P630.

23. Discuss, consider and take appropriate action on Work Authorization No 12 in the amount of $99,846.50 to expire on September 30, 2024 under Williamson County Contract for Surveying Services between Surveying And Mapping LLC and Williamson County dated May 19, 2020 for Ronald Reagan Corridor Segment D from Williams Drive to SH 195. Funding source: P588

24. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between Landesign Services, Inc. and Williamson County dated May 19, 2020 for LTP Controlled Access Facility ROW. This supplemental is to extend the expiration date to June 30, 2024. Funding source: P588

25. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between WSB & Associates, Inc. and Williamson County dated March 9, 2021 for CR 201 from CR 200 to Umbrella Sky Phase 1. This supplemental is to extend the expiration date to December 31, 2023 and to increase the maximum amount payable to $167,537.50. Funding source: P499

26. Discuss, consider and take appropriate action on Change Order No 1 to contract number 23IFB27 for Bennett Paving Inc. in the amount of $46,999.54 for Brushy Creek and Fern Bluff Intersections Ph 2 Milling and Overlay. Funding source: 01.0200.0210.003599

27. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between K Friese + Associates, LLC and Williamson County dated May 31, 2022 for On Call Small Drainage and Small Roadway Projects. This supplemental is to increase the maximum amount payable to $150,000.00. Funding source: 01.0200.0210.004100

28. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Dunaway Associates and Williamson County dated September 10, 2019 for Structural Engineering Services Cave Void Closure Plans. This supplemental is to extend the expiration date to September 30, 2024. Funding source: 01.0200.0210.004100

29. Discuss, consider and take appropriate action on Change Order No 1 to contract number 23IFB57 for Chasco Constructors in the amount of $9,931.00 for CR 207 HMAC Widening. Funding source: P622

30. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 5, Section 4A subdivision – Precinct 2.

31. Discuss, consider and take appropriate action on approval of the amended plat of Lots 3 & 4, Block S, Santa Rita Ranch Phase 5, Section 3B subdivision – Precinct 2.

REGULAR AGENDA

32. Discuss, consider and take appropriate action on proclamation naming the month of October as Breast Cancer Awareness Month.

33. Discuss, consider and take appropriate action on a proclamation naming the month of October as "Fentanyl Poisoning Awareness Month".

34. Discuss, consider and take appropriate action on a proclamation recognizing the month of October to be National Domestic Violence Awareness Month.

35. Discuss, consider, and take appropriate action on a proclamation declaring October 2023 as National Chiropractic Health Month in Williamson County.

36. Discuss and take appropriate action to proclaim October 1-7, 2023, as National 4-H Week in Williamson County. Presentation by Williamson County 4-H members.

37. Discuss, consider and take appropriate action regarding the October 3, 2023, Wellness Updates.

38. Discuss, consider and take appropriate action on approving the reappointment of Hank Jones as the Williamson County Fire Marshal for a two-year term commencing October 31, 2023, subject to the conditions of employment and employment policies of all Williamson County employees, pursuant to Local Government Code Section 352.011 (b).

39. Discuss, consider and take appropriate action on approving the Official Bond and Oath for Hank Jones, Williamson County Fire Marshal, in the amount of $10,000.00 pursuant to Local Government Code 352.012, effective October 31, 2023, through October 31, 2025.

40. Discuss, consider, and take appropriate action to appoint members of the Sexual Assault Response Team as required by Section 351.252, Texas Local Government Code.

41. Discuss, consider, and take appropriate action on a policy exception for a new hire for the new SVU VAC position in the District Attorney's Office.

42. Discuss, consider, and take appropriate action on a policy exception for a new hire for the new Felony Prosecutor II position in the District Attorney's Office.

43. Discuss, consider, and take appropriate action on approving Williamson County EMS the ability to participate in the Emergency Medical Services (EMS) Workforce Recruitment and Retention program.

44. Discuss, consider and take possible action in connection with a resolution approving the transfer by the Capital Area Housing Finance Corporation to the Texas Department of Housing and Community Affairs of an allocation of private activity bond volume cap in connection with a single family mortgage origination program.

45. Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Hutto for infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).

46. Discuss, consider, and take appropriate action on Agreement for Program Director Services for the Williamson County Transformative Justice Program between Williamson County and Texas Community Supervisions Alternatives, LLC; and exemption of such services for the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Loc. Gov't Code 262.024(a)(4).

47. Discuss, consider, and take appropriate action on Legal Services Agreement for Williamson County Transformative Justice Program between Williamson County and JR Hancock; and exemption of such services for the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Loc. Gov't Code 262.024(a)(4).

48. Discuss, consider, and take appropriate action on Legal Services Agreement for Williamson County Transformative Justice Program between Williamson County and Jo Poenitzsch; and exemption of such services for the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Loc. Gov't Code 262.024(a)(4).

49. Discuss, consider, and take appropriate action on approving the purchase from Executive Signs Enterprises, Inc. for additional custom signage including delivery and installation, in the not-to-exceed amount of $10,960.00, Contract #2023283, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement parts or components for equipment and execution of the proposal. The Funding Source is P315

50. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Crushed Granite Base under IFB #23IFB110.

51. Discuss, consider, and take appropriate action to approve a 2013 Road Bond Transfer to move funds between the attached projects.

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

53. Discuss, consider, and take appropriate action on approving the 2023 Tax Anticipation Note budget recommendation.

54. Discuss, consider, and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021,2022,2023 and 2024 Capital Improvement Programs, as well as the 2015 Certificate of Obligation, 2013 Park Bond, 2019 Park Bond, and Long Range Transportation (LTP).

55. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between K Friese + Associates, LLC and Williamson County dated May 31, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. This Contract Amendment No 1 is to update the rate schedule. Funding source: 01.0200.0210.004100

56. Discuss, consider and take appropriate action on an exchange deed and easement agreement with the City of Liberty Hill for right of way needed as part of the Liberty Hill Bypass project and as consideration included in the Interlocal Agreement between Liberty Hill and Williamson County approved by the Commissioners Court on May 25, 2023.

57. Discuss, consider and take appropriate action on an Agreement for Gift of Real Property with Williamson County Emergency Services District No. 4 for 0.3154 acres of right of way needed on the Ronald Reagan Widening project (Parcel 10). Funding Source: Road Bonds P336

58. Discuss, consider and take appropriate action on a possession and use agreement with Charles and Terry Hoskins for 0.809 acres needed as right of way and 0.789 acres for an electric easement on the Hero Way project (Parcel 329). Funding Source: Road Bonds P326

59. Discuss, consider and take appropriate action on a rule 11 condemnation settlement agreement with Rosa and Pedro Aguado for ROW, waterline and aerial electric easements needed on the CR 332 project. (Parcels 4 & 5). Funding Source: Road Bonds P366

60. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.492 acres) required for the construction of Corridor B/Chandler Road. (M. Reyna Trucking, LLC) Funding Source: LRTP P457

61. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.278 acres and 0.068 acres) required for the construction of Hero Way. (TDW Development, LLC and JGHTDH #1, LLC/ Parcel 339) Funding Source: Road Bonds P326

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)."

62. 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
d) Discuss Blue Springs Blvd. property

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

63. 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

64. 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
20. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

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.

65. 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).

66. 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).

67. 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)

68. Discuss and take appropriate action concerning economic development.

69. Discuss and take appropriate action concerning real estate.

70. 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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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

20. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

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

d. Claims:

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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.

71. 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.

72. Comments from Commissioners.

73. 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 28th day of September 2023 at 7:00 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: 10/03/2023

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #1.

Background

County Court-at-Law Number One is requesting a temporary position for 10 days at $35.00 per hour to assist getting the workload caught-up and provide specialized training. The Sr. Court Administrator recently departed without adequate notice leaving a gap in training in the family docket and the workload of two employees on one employee. A retired court administrator specializing in family law has been located who can assist in both areas. The temporary position is essential to the operation of the Court which handles daily emergency orders in Child Protective Services' cases, protective order cases and family law cases.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Deptarmental/Contingencies	$3,014.20
TO	0100-0426-001107	CCL#1/Temp Labor	$2,800.00
TO	0100-0426-002010	CCL#1/FICA	214.20

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/20/2023 11:42 AM
Form Started By: Ashlie Holladay		Started On: 09/20/2023 11:36 AM
Final Approval Date: 09/20/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 10/03/2023

LIT For the Risk Fund

Submitted By: Malea Schmitt, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the line item transfer for the Risk Fund.

Background

Following the approval of Agenda Item 37 on 9/26/2023, these funds will move from the Risk Fund line 004998 Contingencies to lines 001100, 002010, 002020 to facilitate the hiring of the new Risk Claims Administrator.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0840.0841.004998	Risk Fund - Contingencies	$18,900.04
To	0840.0841.001100	Risk Fund - FT Salary	$15,278.93
To	0840.0841.002010	Risk Fund - FICA	$1,168.84
To	0840.0841.002020	Risk Fund - Retirement	$2,452.27

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 12:07 PM
Budget Office	Saira Hernandez	09/28/2023 12:14 PM
Form Started By: Malea Schmitt		Started On: 09/28/2023 11:32 AM
Final Approval Date: 09/28/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 10/03/2023

FY24 Line Item Transfer

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Landscape services bid was awarded after budget was adopted and additional funds are needed to cover the increased cost for FY24.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$100,000.00
To	0100.0509.004810	Landscape Services	$100,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 10:36 AM
Budget Office	Saira Hernandez	09/28/2023 11:14 AM
Facilities Management (Originator)	Gina Wrehsnig	09/28/2023 11:24 AM
County Judge Exec Asst.	Becky Pruitt	09/28/2023 12:07 PM
Budget Office	Saira Hernandez	09/28/2023 12:14 PM

Form Started By: Gina Wrehsnig Started On: 09/28/2023 08:31 AM

Final Approval Date: 09/28/2023

Commissioners Court - Regular Session **6.**

Meeting Date: 10/03/2023

Assets for Auction Monthly Report 10.03.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 09.01.23 through 09.30.23.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction Monthly Report September

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 11:44 AM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:31 PM
Form Started By: Misty Brooks		Started On: 09/18/2023 10:48 AM
Final Approval Date: 09/27/2023		

*September 2023	Monthly Report	Court Date:	10.03.23
Williamson County - Assets for Auction		Agenda #:	32626
Item	**Serial Number**	**Quantity**	**Department**
Law books		273	26th District
Large wood bookcases		2	26th District
All-in-one computer	8W6ZV12	1	26th District
laptop	D1RT203	1	26th District
HP Laserjet Enterprise M506DN Printer	JPBDS10438	1	911 Communications
Box of miscellaneous computer accessories/peripherals		1	911 Communications
Dell Precision 3430	5FY8DS2	1	911 Communications
Dell Precision 3430	5FZ3DS2	1	911 Communications
Dell Precision 3430	5FZ4DS2	1	911 Communications
Dell Precision 3430	5FZ5DS2	1	911 Communications
Dell Precision 3430	5FZ6DS2	1	911 Communications
Dell Precision 3430	5FZ7DS2	1	911 Communications
Dell Precision 3430	5FZ8DS2	1	911 Communications
Dell Precision 3430	5GO3DS2	1	911 Communications
Dell Latitude	SV7T1W2	1	911 Communications
Dell Latitude	2RPS1W2	1	911 Communications
Dell Latitude	3MPS1W2	1	911 Communications
Dell Latitude	BV7T1W2	1	911 Communications
Dell Latitude	HQPS1W2	1	911 Communications
Dell Latitude	CQPS1W2	1	911 Communications
Dell Latitude	7S7T1W2	1	911 Communications
Dell Latitude	GT7T1W2	1	911 Communications
Dell Latitude	4QPS1W2	1	911 Communications
Dell 22" Monitors		37	911 Communications
Dell Precision 3630	DV7TDW2	1	911 Communications
Dell Precision 3620	FJ4RXM2	1	911 Communications
Dell Precision 3620	4H95XQ2	1	911 Communications
Dell Optiplex 7060	7YVXNX2	1	911 Communications
Dell Optiplex 7060	CL3XNX2	1	911 Communications
Dell Precision 3630	DV7XDW2	1	911 Communications
Dell Precision 3630	DV7YDW2	1	911 Communications
Dell Precision 3630	DV7WDW2	1	911 Communications
Dell Precision 3630	DV7SDW2	1	911 Communications
Dell Precision 3630	DV8KDW2	1	911 Communications
Box of miscellaneous ofice organizers		1	911 Communications
Dell 22" monitors without stands		2	911 Communications
34"X 25"X 2.5" swinging wood saloon doors		2	Building Maintenance
Dell projector	BSDZF22	1	Constables 1
Dell Latitude 5500 Laptop	H6NZPV2	1	County Clerk at Law 2
Optiplex 7010	1ZXF6Y1	1	Fleet Services
Dell Latitide 5501	J81T5Y2	1	Information Systems
Dell Latitiude 3500	ITX2MW2	1	Information Systems
Dell Latitude 3500	CNX2MW2	1	Information Systems
Apple Macbook Pro	FVFCC8KKL40Y	1	Information Systems
Docking station for Panasonic CF-53	0914-P410-11000	1	Information Systems
Docking station for Panasonic CF-53	0914-P410-11001	1	Information Systems
Docking station for Panasonic CF-53	26345-0037	1	Information Systems
Docking station for Panasonic CF-53	0914-P410-10999	1	Information Systems
Acer Veriton L410G desktop	PSV940Z00291207E712708	1	Information Systems
Dell Latitude 5420	13NCGB3	1	Information Systems
Dell OptiPlex 7060	FL9QZV2	1	Information Systems
Panasonic Toughbook CF-53	4ITYA44068	1	Information Systems
Panasonic Toughbook CF-53	4ITYA43937	1	Information Systems
Panasonic Toughbook CF-53	4ITYA43920	1	Information Systems
Panasonic Toughbook CF-53	7JTSA26351	1	Information Systems
Panasonic Toughbook CF-53	7JTSA26398	1	Information Systems
Brown desk in front office	CS2DWP	2	Justice of the Peace 1
Tan filing cabinets		4	Justice of the Peace 1
Shelf		2	Justice of the Peace 1
Big Shredder	2729169	1	Justice of the Peace 1
Chairs		3	Justice of the Peace 1
Chairs		12	Justice of the Peace 1
Filing Cabinet		1	Justice of the Peace 1
Book Shelf		1	Justice of the Peace 1
Pink Shelf		1	Justice of the Peace 1

Asset Status Change

Title:	i:0#.f|membership|dlewis@wilco.org - 12-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	All-in-One Computer
1. Manufacturer ID #:	8W6ZV12
1. Oracle Asset #:	86219
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Laptop
2. Manufacturer ID #:	D1RT203
2. Oracle Asset #:	248575
2. Condition of Assets:	Working
Transferring Dept.:	26th District
Transferring Dept. Contact Person	Debbie Lewis
Transferring Dept. Contact Ph#:	512-943-1226
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Debbie Lewis 9/12/2023 2:49 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/13/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|dlewis@wilco.org - 12-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	273
1. Description:	Law Books
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	26th District
Transferring Dept. Contact Person	Debbie Lewis
Transferring Dept. Contact Ph#:	512-943-1226
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Debbie Lewis 9/12/2023 8:49 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/12/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|dlewis@wilco.org - 18-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	2 large wood bookcases
1. Manufacturer ID #:	Unknown
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	26th District
Transferring Dept. Contact Person	Debbie Lewis
Transferring Dept. Contact Ph#:	512-943-1226
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Debbie Lewis 9/18/2023 7:41 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/18/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 08-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	HP LASERJET ENTERPRISE M506DN PRINTER
1. Manufacturer ID #:	JPBDS10438
1. Oracle Asset #:	210936
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Box of miscellaneous computer accessories/ peripherals
2. Manufacturer ID #:	Not in Oracle
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 9/8/2023 10:36 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/11/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 08-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	8
1. Description:	Dell Precision 3430
1. Manufacturer ID #:	5FY8DS2, 5FZ3DS2, 5FZ4DS2, 5FZ5DS2, 5FZ6DS2, 5FZ7DS2, 5FZ8DS2, 5G03DS2
1. Oracle Asset #:	216083, 216085, 216086, 216087, 216088, 216089, 216090, 216091
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 9/8/2023 3:39 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/12/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 08-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	9
1. Description:	Dell Latitude 3490
1. Manufacturer ID #:	2V7T1W2, 2RPS1W2, 3MPS1W2, BV7T1W2, HQPS1W2, CQPS1W2, 7S7T1W2, GT7T1W2, 4QPS1W2
1. Oracle Asset #:	220059, 220060, 220061, 220062, 220063, 220064, 220065, 220066, 220067
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	37
2. Description:	Dell 22" Monitors
2. Manufacturer ID #:	Not in Oracle.
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Precision 3630
3. Manufacturer ID #:	DV7TDW2
3. Oracle Asset #:	223092
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Dell Precision 3620
4. Manufacturer ID #:	FJ4RXM2, 4H95XQ2
4. Oracle Asset #:	205746, 210979
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Dell Optiplex 7060
5. Manufacturer ID #	7YVXNX2, CL3XNX2
5. Oracle Asset #	224309, 224287
5. Condition of Assets	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 9/8/2023 10:51 AM

Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/11/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 12-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Dell Precision 3630
1. Manufacturer ID #:	DV7XDW2, DV7YDW2, DV7WDW2, DV7SDW2, DV8KDW2
1. Oracle Asset #:	223085, 223086 ,223087 ,223089 , 223090
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 9/12/2023 11:08 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/12/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 21-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Box of Miscellaneous Office organizers
1. Manufacturer ID #:	Not in Oracle
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Dell 22 inch Monitors without stands
2. Manufacturer ID #:	Not in Oracle
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 9/21/2023 10:00 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/21/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 01-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	34" x 25" x 2.5" swinging wood saloon doors
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 9/1/2023 10:20 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/6/2023
Delivered to warehouse by:	Joshua Henderson

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kkracht@wilco.org - 21-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5500 Laptop
1. Manufacturer ID #:	H6NZPV2
1. Oracle Asset #:	227184
1. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 2
Transferring Dept. Contact Person	Kevin Kracht
Transferring Dept. Contact Ph#:	512-943-1410
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kevin Kracht 9/21/2023 2:03 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 19-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7010
1. Manufacturer ID #:	Service Tag # 1ZXF6Y1 County Asset Tag # 4056
1. Oracle Asset #:	68992
1. Condition of Assets:	Working
Transferring Dept.:	Fleet Services
Transferring Dept. Contact Person	Kevin Teller
Transferring Dept. Contact Ph#:	512-943-3368
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kevin Teller 9/19/2023 9:13 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/21/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 06-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5501 Wilco #16555
1. Manufacturer ID #:	J81T5Y2
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude 3500 Wilco #WC00735
2. Manufacturer ID #:	1TX2MW2
2. Oracle Asset #:	240421
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude 3500 Wilco #16386
3. Manufacturer ID #:	CNX2MW2
3. Oracle Asset #:	240378
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Apple Macbook Pro Wilco #13572
4. Manufacturer ID #:	FVFCC8KKL40Y
4. Oracle Asset #:	239421
4. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 9/6/2023 3:23 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/12/2023

Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 13-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Docking station for Panasonic CF-53
1. Manufacturer ID #:	0914-P410-11000
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Docking station for Panasonic CF-53
2. Manufacturer ID #:	0914-P410-11001
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Docking station for Panasonic CF-53
3. Manufacturer ID #:	26345-0037
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Docking station for Panasonic CF-53
4. Manufacturer ID #:	0914-P410-10999
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 9/13/2023 2:40 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/18/2023

Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 13-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Acer Veriton L410G desktop
1. Manufacturer ID #:	PSV940Z00291207E712708
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 9/13/2023 9:50 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/13/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 15-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5420 Wilco #16584
1. Manufacturer ID #:	13NCGB3
1. Oracle Asset #:	254585
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell OptiPlex 7060
2. Manufacturer ID #:	FL9QZV2
2. Oracle Asset #:	224151
2. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 9/15/2023 4:41 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/18/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|sarina.gonzalez@wilco.org - 15-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic Toughbook CF-53
1. Manufacturer ID #:	4ITYA44068
1. Oracle Asset #:	NOT FOUND IN ORACLE
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Panasonic Toughbook CF-53
2. Manufacturer ID #:	4ITYA43937
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Panasonic Toughbook CF-53
3. Manufacturer ID #:	4ITYA43920
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Panasonic Toughbook CF-53
4. Manufacturer ID #:	7JTSA26351
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
5. Quantity (Mandatory):	1
5. Description	Panasonic Toughbook CF-53
5. Manufacturer ID #	7JTSA26398
5. Oracle Asset #	NOT FOUND IN ORACLE
5. Condition of Assets	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 9/15/2023 3:56 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/18/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|misty.lamb@wilco.org - 07-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Brown desk in front office
1. Manufacturer ID #:	CS2DWP
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	tan filing cabinets
2. Manufacturer ID #:	N/A
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	shelf
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Big Shredder
4. Manufacturer ID #:	2729169
4. Oracle Asset #:	43212
4. Condition of Assets:	Non-Working
5. Description	3 chairs
5. Manufacturer ID #	N/A
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Misty Lamb
Transferring Dept. Contact Ph#:	512-244-8691
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Misty Lamb 9/7/2023 3:11 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction

Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/13/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|misty.lamb@wilco.org - 13-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	12
1. Description:	CHAIRS
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	FILING CABINET
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	BOOK SHELF
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	PINK SHELF
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 1
Transferring Dept. Contact Person	Misty Lamb
Transferring Dept. Contact Ph#:	512-244-8691
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ MISTY LAMB 9/13/2023 10:27 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/13/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|patrick.youngren@wilco.org - 21-09-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell projector
1. Manufacturer ID #:	Service Tag No. BSDZF22
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Patrick Youngren
Transferring Dept. Contact Ph#:	5122448658
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ PATRICK YOUNGREN 9/21/2023 8:56 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	10/3/2023
Agenda Item:	32626
Asset(s) delivered to warehouse on:	9/22/2023
Delivered to warehouse by:	Brian Kammerer

Asset Status Change

Commissioners Court - Regular Session **7.**

Meeting Date: 10/03/2023

Assets for Transfer Monthly Report 10.03.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 09.01.23 through 09.30.23.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Transfer Monthly Report September

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 11:45 AM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:32 PM
Form Started By: Misty Brooks		Started On: 09/18/2023 11:55 AM
Final Approval Date: 09/27/2023		

*September 2023	Monthly Report		**Court Date:**	10.03.23
Williamson County - Assets for Transfer			**Agenda #:**	32627
Item	**Serial Number**	**Quantity**	**From Department**	**To Department**
Dell 22" monitors		10	911 Communications	Emergency Management
Optiplex 7070	86LFSZ2	1	Building Maintenanc	Fleet Services

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 08-09-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	10
1. Description:	Dell 22" monitors
1. Manufacturer ID #:	Not in Oracle
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 9/8/2023 11:04 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Emergency Management
Receiving Department Contact Person:	Shantelle Brannon
Receiving Dept. Contact Ph#:	3-8205
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Shantelle Brannon
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Shantelle Brannon 9/8/2023 11:00 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	10/3/2023
Agenda Item:	32627

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|jmoore@wilco.org - 15-09-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Optiplex 7070
1. Manufacturer ID #:	Service Tag # 86LFSZ2 County Asset Tag # 11855
1. Oracle Asset #:	233138
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Gina Wrehsnig
Transferring Dept. Contact Ph#:	512-943-1666
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 9/15/2023 10:25 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Fleet Services
Receiving Department Contact Person:	Kevin Teller
Receiving Dept. Contact Ph#:	512-943-3368
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Kevin Teller
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Kevin Teller 9/15/2023 10:35 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	10/3/2023
Agenda Item:	32627

Asset Status Change

Commissioners Court - Regular Session **8.**

Meeting Date: 10/03/2023

Assets for Destruction Monthly Report 10.03.23

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction pursuant to Texas Local Government Code 263.152, for the period of 09.01.23 through 09.30.23.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Destruction Asset Report September

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 11:55 AM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:43 PM
Form Started By: Misty Brooks		Started On: 09/22/2023 04:30 PM
Final Approval Date: 09/27/2023		

"September 2023	Monthly Report	**Court Date:**	10.03.23
Williamson County - Assets for Destruction		**Agenda #:**	32689
Item	Serial Number	Quantity	Department
Office Chairs		4	Extension Service

Asset Status Change

Title:	i:0#.f|membership|amy.hays@wilco.org - 22-09-2023
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	Office Chair
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Extension Service
Transferring Dept. Contact Person	Amy Hays
Transferring Dept. Contact Ph#:	5129433819
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Amy Hays 9/22/2023 11:17 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	10/3/2023
Agenda Item:	32689

Asset Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 10/03/2023

Constable Pct. 1 Deputy Appointment

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on confirming the appointment of Justin Postell as Deputy Constable for Williamson County pursuant to Texas Local Government Code 86.011.

Background

Justin Postell has been selected to fill the open position of Deputy Constable after having successfully completed an extensive background investigation and interview process. Postell is currently a licensed Peace Officer and holds a Master Peace officer Certification from the Texas Commission on Law Enforcement. Prior to accepting the position at Constable Pct. One, he served for 17 years with the Jonestown Police Department.

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	09/25/2023 04:25 PM
Form Started By: Patrick Youngren		Started On: 09/25/2023 02:56 PM
Final Approval Date: 09/25/2023		

Commissioners Court - Regular Session **10.**

Meeting Date: 10/03/2023

Approval of Agreement for Total Compensation App utilizing Benefitfocus for Benefits/Human Resources

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on adding Total Compensation App to the Benefitfocus platform, in the amount of Five thousand dollars ($5,000.00), and authorizing the execution of the agreement.

Background

Williamson County is implementing an additional service to add on Total Compensation App that will provide statements using the Benefitfocus system. This fee will provide this subscription service is for a one-year period, from the date the order form is signed. The funding source is 01.0885.0886.004208 Internet Cloud Solutions and the point of contact is Shelley Loughery.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Client Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 10:20 AM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:33 PM
Form Started By: Johnny Grimaldo		Started On: 09/19/2023 11:39 AM
Final Approval Date: 09/27/2023		

Benefitfocus	**Order Form: Total Compensation App (Self-Service)**

Pursuant to the terms and conditions set forth in the Client Services Agreement ("Agreement") between Benefitfocus.com, Inc. ("Benefitfocus") and Williamson County, Texas ("Client") (collectively the "Parties") and this Order Form, the Parties agree that Benefitfocus will provide to Client those Software Services identified and marked with an "X" in Section II for the fees indicated. The Professional Services and/or Software functionality (as applicable) are defined in the attached appendices.

I. Client Information ☐ **New Client** ☒ **Existing Client** ☐ **System Integrator Implementation** ☐ **Reseller**	
1. Client Name:	Williamson County, Texas
2. Address:	On File
3. Effective Date:	Upon second signature of this Order Form
4. Target Go-Live Date:	Ten days following second signature
5. End of Initial Term:	Upon completion of the services herein
6. Account Executive:	Mallory Morris
7. Solutions Engineer:	Ben Pistole
8. Client Contact (name, email):	On File
9. Invoice Contact (name, email, address, and county):	On File
10. Duplicate Invoice: (Yes/No):	No
11. Duplicate Invoice Contact Information (name, email, address):	Not applicable

II. Services:

IMPLEMENTATION & SOFTWARE SERVICES

☒ Total Compensation App (Self-Service)

III. Ongoing Software Services:

A. Services Description	**Invoice Frequency**	**Rate**	**Minimum Quantity**	**Minimum Fee**	**Billing Terms**
Total Comp – Self Service (Per Enrollment Eligible Employee (Full))	One-Time	$5,000	1	$5,000	See Order Form, Section III.B.1

B. **Ongoing Software Services Terms and Conditions**

1. **Total Compensation - Self Service:**
   a. The One-Time fee for the Initial Term of the Total Compensation Self Service shall be invoiced upon Client's execution of this Order Form. Client may request additional services, which will require an additional writing signed by the parties.
2. Certain services under this Order Form may be performed by Benefitfocus or Benefitfocus' subcontractors and vendors located abroad. Notwithstanding any such services performed by third parties, Benefitfocus shall remain liable for all services performed hereunder.
3. The availability of Services under this Order Form is conditioned upon Client also receiving the *Benefitfocus Benefitplace* for Employers Software Services. In the event Client's contract for the *Benefitfocus Benefitplace* Software Services terminates, the Services hereunder shall also terminate.

This Order Form is accepted and agreed to by:

BENEFITFOCUS.COM, INC.		**Williamson County, Texas**	
By:	DocuSigned by: Suzan LoCascio 84FA4CA92CE5447...	By:	
Print:	Suzan LoCascio	Print:	
Title:	Suzan LoCascio - Asst. Controller	Title:	
Date:	September 21, 2023	Date:	

Benefitfocus®

Appendix A: Professional Services Description

This Appendix defines a high-level overview of the Professional Services to implement the Software Service specified in the Order Form between Client and Benefitfocus. Detail regarding specific tasks, resources, and deliverables are defined within the project plan created as part of project coordination and discovery.

I. Total Compensation App (Self-Service):

A. Enable Self Service Total Compensation tool, which includes the ability for Client HR Administrators to upload applicable data in a variety of formats including Excel and CSV and configure statement images and messaging (includes online computer based training module provided by Benefitfocus for the use of this self-service tool)

Commissioners Court - Regular Session **11.**

Meeting Date: 10/03/2023

Approval of Amended Contract for Westlaw Proflex Subscription from West Publishing Corporation and/or Thomson Reuters Enterprise Centre GmbH for the County Attorney

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Amended Contract #2023286 between Williamson County and West Publishing Corporation and/or Thomson Reuters Enterprise Centre GmbH for a Westlaw Proflex Subscription pursuant to DIR Contract #DIR-LGL-CALIR-02. The term of the original agreement was 36 months, with a 1% increase in year two and year three. The monthly charges going forward are as such: Year Two-$5,527.50; and Year Three-$5,582.78. The reason for the amendment is due to the addition of three new attorney positions for FY24.

Background

The approval of this item will benefit the operations of the Williamson County Attorney office by providing access for their attorneys and support staff to case law and other research tools. The attached agreement contains more detailed information regarding the subscription. General Counsel, Contract Audit, Budget, and the Auditor's Office have approved this agreement. The original agreement was signed 09.20.22, Item #18. This has been budgeted for FY24. The line item expenditure being charged is 01.0100.0475.004210. The department point of contact is Stephanie Lloyd.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted West Proflex Subscription Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 11:47 AM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:40 PM
Form Started By: Misty Brooks		Started On: 09/21/2023 09:17 AM
Final Approval Date: 09/27/2023		

Order Form

Order ID: [redacted]

Contact your representative stephlee1@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: [redacted] WILLIAMSON COUNTY ATTORNEY STEPHANIE LLOYD 405 MARTIN LUTHER KING ST STE 229 GEORGETOWN TX 78626-4901 US "Customer"	Account #: [redacted] WILLIAMSON COUNTY ATTORNEY STEPHANIE LLOYD 405 MARTIN LUTHER KING ST STE 229 GEORGETOWN TX 78626-4901 US	Account #: [redacted] WILLIAMSON COUNTY ATTORNEY STEPHANIE LLOYD 405 MARTIN LUTHER KING ST STE 229 GEORGETOWN, TX 78626-4901 US

This Order Form is a legal document between Customer and

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

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at:

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

ProFlex Modification

Material #	Product	Agreement #	New Monthly Charges
40757482	West Proflex	[redacted]	$5,527.50

This Order Form modifies the current order form for the products listed above("Original Order Form"). The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Original Order Form including, but not limited to, annual monthly charges increases and the length of the term remain unchanged

If this modification is of a ProFlex under a current WestPack, this Order Form serves as a modification of the Principal product.

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

Miscellaneous

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

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

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

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

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

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

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference:

ProFlex Modification Governing Agreement. The ProFlex Modification products and services are governed by the same agreement terms and conditions as the order form this Order Form is modifying. Such terms are incorporated into this Order Form by reference.

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

- HighQ Product Specific Terms
- HighQ Information Security Controls

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at:

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at

. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

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

Acknowledgement: Order ID: [redacted]

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 10/6/2023.

DocuSigned by:
Julie Thomas
3DF89B4D55954F9...

Julie Thomas

Dir Comm Strategy & Policy

West Publishing Corp

9/21/2023

Attachment Order ID: [redacted]

Contact your representative stephlee1@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: [redacted]
This order is made pursuant to: Texas MSA Contract No. DIR-LGL-CALIR-02: Internal use only (TXMS)

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Lloyd, Stephanie
Email: slloyd@wilco.org

eBilling Contact
Contact Name Stephanie Lloyd
Email **slloyd@wilco.org**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
[redacted]	WILLIAMSON COUNTY ATTORNEY	405 MARTIN LUTHER KING ST STE 229 GEORGETOWN TX 78626-4901 US	Existing

Modifications to ProFlex

Material Number	Product Title	Agreement Number	Prior Quantity	New Amended Quantity	Unit	Subscription Type
40757482 40757481	West Proflex	[redacted]		1	Each	Exist
42510228 42510229	Westlaw Edge National Primary Law, Enterprise access, Government	[redacted]	28	31	Attorneys	Exist
42077755 42077754	Westlaw All Analytical, Enterprise access, Government	[redacted]	28	31	Attorneys	Exist
41933475 41933477	Westlaw Litigation Collection, Enterprise access, Government	[redacted]	28	31	Attorneys	Exist

Commissioners Court - Regular Session **12.**

Meeting Date: 10/03/2023

Ratification of Emergency Purchase of a Pivot 3 system from Ingram Technologies, LLC for Corrections Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving and ratifying the emergency purchase with Ingram Technologies, LLC in the amount of $139,647.95 for additional Pivot 3 systems for the Corrections Department and exempting the purchase from the competitive bidding requirements as per Section 262.024 (a)(3) [an item necessary because of unforeseen damage to public property] and authorizing the execution of the agreeme nt.

Background

The invoice has been received along with a signed Judges Form authorizing payment. The emergency purchase was made when camera issues were discovered in the Jail area. An additional unit was ordered and installed immediately. Funding Source 01.0100.0570.004510. Department Point of Contact is Chris Ball.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ingram Technologies LLC Invoice Redacted

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 12:05 PM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:46 PM
Form Started By: Joy Simonton		Started On: 09/26/2023 12:02 PM
Final Approval Date: 09/27/2023		

Ingram Technologies, LLC

PO Box 203324
Austin, T 78720 U
scott@ingramt com
www.ingramt.com

INVOICE

BILL TO	SHIP TO	TRACKING#		INVOICE	[redacted]
Williamson County	Williamson County		[redacted]	DATE	09/19/2023
301 SE Inner Loop Suite	301 SE Inner Loop Suite			TERMS	Net 30
Georgetown, TX 78626 USA	Georgetown, TX 78626 USA			DUE DATE	10/19/2023

GOV COOP CONTRACTS
DIR-CPO-4902 Zebra

DATE	DESCRIPTION	QTY	RATE	AMOUNT
_ Pivot3 V5-2000 192TB	Pivot3 V5-2000 192TB [redacted] MSRP $116,573 60	1	116,573.60	116,573.60T
_Pivot3 V5-2000s 192TB	Pivot3 V5-2000s 192TB [redacted] MSRP: $76,076.00	1	76,076.00	76,076.00T
17 0125 04	17 0125 04 Standard Implementation Service/Install and configure 1-2 Pivot3 appliances (1 Day Remote Engagement) as a fixed fee service and pre-defined SOW. MSRP: $3400.00	1	3,203 00	3,203 00T
16-0706-03-03	Acuity Hybrid Support 171-260TB for V5-2000 Appliance or Software only, Standard 3 year [redacted]	2	9,495.20	18,990.40T

[redacted]
MSRP $9,495 20

DIR Appendix C Pricing Index (per Amendment 1)

DIR-CPO-4902
Pivot3 (now Quantum)
All available Pivot3
(Now Quantum) products Minimum Discount
27.0% Williamson County Discount
35% from MSRP

FedExTracking numbers:
[redacted]

Contact Ingram Technologies, LLC to pay.
[redacted]

SUBTOTAL	214,843.00
DISCOUNT 35%	-75,195.05
TAX	0.00
TOTAL	139,647 95
BALANCE DUE	**$139,647.95**

Commissioners Court - Regular Session **13.**

Meeting Date: 10/03/2023

Approval of Sole Source Provider Exemption for Enterprise Justice Defendant Access software application from Tyler Technologies, Inc. for Information Services Department

Submitted For: Joy Simonton **Submitted By:** Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Sole Source Provider Exemption for the Enterprise Justice Defendant Acces software application and exempting Tyler Technologies, Inc. from the competitive bidding requirements established by section 262.024(a)(7) of the Texas Local Government Code, Discretionary Exemptions, as the Sole Source provider for Williamson County.

Background

The Information Systems Department requested Sole Source consideration of the Enterprise Justice Defendant Acces platform on 8.22.23. The Sole Source announcement was posted in the Bonfire solicitation portal for fourteen (14) days and received one (1) competitive response from EPPS Enterprise Technologies LLC. However, this response did not meet compatibility requirements with the Tyler Technologies Odyssey product current in use by Williamson County. The Enterprise Justice Defendant Acces system is an online portal where criminal defendants can access their case information online and communicate with the court. Communication can include online payment (full, partial and payment plans), integrated online traffic school requests, integrated online deferred adjudication requests, integrated online compliance dismissal requests, integrated not guilty plea with hearing scheduling, integrated IVR payments, automated pay/appear by date SMS reminders for defendants, and miscellaneous payment forms. Information Systems, General Counsel and Contract Audit have reviewed this item. There is no cost to the County and no agreement to sign at this time. The point of contact is Deanna Saucado in the Information Services department.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dept Head Justification Letter

Tyler Technologies Specifications

Notarized Affidavit of Sole Source

Recommendation Letter for Sole Source

Recommendation letter from Director Joy S.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 10:13 AM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:30 PM
Form Started By: Koren Shannon		Started On: 09/18/2023 09:50 AM
Final Approval Date: 09/27/2023		

Technology Services

August 22, 2023

From: Richard Semple
Chief Information Officer
Williamson County Technology Services

To: Joy Simonton
Purchasing Agent
Williamson County Purchasing

Subject: Single / Sole Source Justification Letter

I recommend that the County designate Tyler Technologies as the sole source provider of software maintenance (technical support plus software updates/upgrades) for Tyler Technologies Defendant Access products.

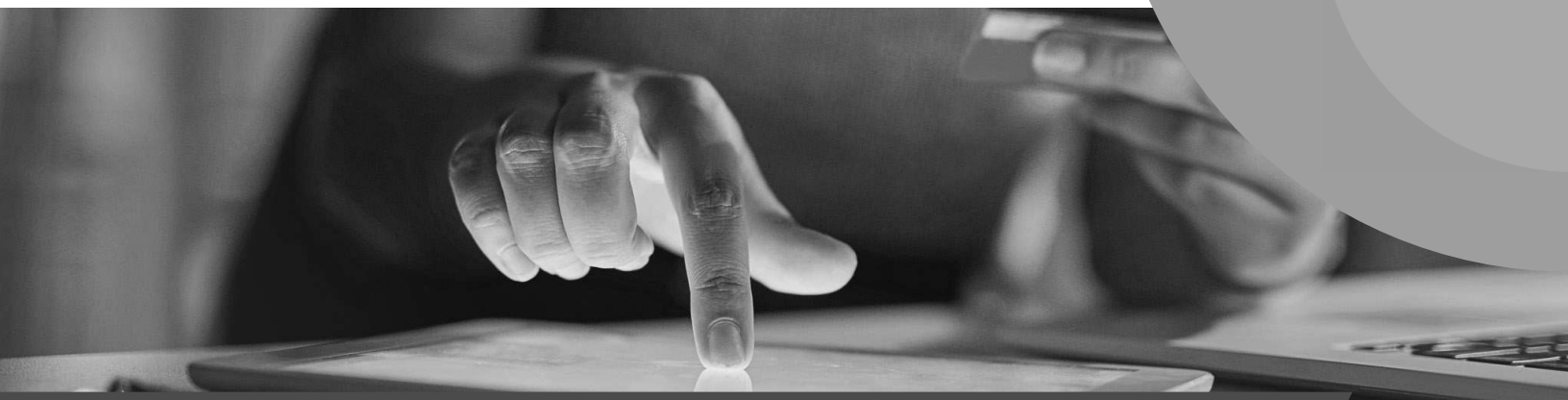
Tyler Technologies is the owner and manufacturer of Tyler Technologies Defendant Access products, and they have certified that they are the only provider of software maintenance for their products.

Please let me know if you have any questions.

Thank you.

Richard Semple
Chief Information Officer
Williamson County Technology Services

justice
a tyler portfolio



Enterprise Justice Defendant Access

Defendant Access empowers citizens to take ownership of their court experience by providing easy access to case information and the tools to resolve these cases quickly and efficiently. From the moment a case lands on your docket until the final payment is received, these tools work together to help courts increase compliance while simultaneously freeing up clerks to handle more complex tasks.

Courts can leverage Defendant Access at no cost. Transactional costs will apply for defendants. Please contact your Tyler sales representative or email info@tylertech.com to learn more.

DEFENDANT ACCESS OFFERS

ONLINE CASE RESOLUTION • Accept full and partial payments • Support automated payment plan options • Allow defendants to request court dates online • Allow defendants to search cases in real time and select options like driving safety/traffic school requests, extensions, and deferrals to resolve cases online • Upload/accept documentation • Update cases in Enterprise Case Manager in real time	FREE TO COURT
INTERACTIVE VOICE REPONSE • Leverage Interactive Voice Response (IVR) to answer defendant questions • Offer simple pay-by-phone options via IVR	
TEXT NOTIFICATIONS • Send automated text notifications and reminders, proven to increase compliance • Accept payments by text via embedded links • Record a history of case notifications	

KEY BENEFITS

- **Expand Access to Justice**
  Empower defendants to conveniently resolve cases online 24/7/365.
- **Increase Compliance**
  Offer flexible payment options and automated SMS text reminders.
- **Connect & Streamline Workflows**
  Fully integrated with Enterprise Case Manager to reduce redundancies, providing updates in real time.

Note: *Defendant Access requires same options given at counter to be enabled for citizens online. Text notifications requires standard notifications to be enabled by defendant.*

JU-EJ-AS-23902-0322

tyler
technologies

For more information, visit tylertech.com

WILLIAMSON COUNTY
1848

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Sherry Clark, who after being duly sworn on oath stated the following:

My name is Sherry Clark. My title is Group General Counsel.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date the sole-source provider of the following item: Tyler's Defendant Access Software. Tyler Technologies, Inc., is the sole-source provider of this item because: Defendant Access software is a product of Tyler Technologies, which we develop and license to our customers. Tyler is the sole source of the development, implementation, maintenance and support of the Defendant Access software. Tyler agrees that if Tyler ever ceases being the sole-source provider of this item, Tyler shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 11th day of August, 2023.

Sherry Clark
[Signature]

Sherry Clark, Group General Counsel
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on August 11, 2023, by Stephanie Brooks.
[Printed Name]

Stephanie Jean Looney Brooks
[Signature] Notary Public
State of Texas
My Commission expires on 4/17/2027

STEPHANIE JEAN LOONEY BROOKS
Notary Public, State of Texas
Comm. Expires 04-17-2027
Notary ID 134309158

Technology Services
301 SE Inner Loop, Suite 105
Georgetown, TX 78626

September 19, 2023

From: Richard Semple
Chief Information Officer
Williamson County Technology Services

To: Joy Simonton
Purchasing Agent
Williamson County Purchasing

Subject: Sole Source Designation Letter

I recommend that the County select Tyler Technologies' Defendant Access product for the Enterprise Justice Defendant project.

The other submission received in Bonfire for #23SS106 was EPPS Enterprise Technologies, LLC. However, this product is not compatible with the current Tyler Odyssey product in use by the County.

Please let me know if you have any questions.

Thank you.

Richard Semple
Chief Information Officer
Williamson County Technology Services

DATE: 9/25/23

TO: Williamson County Commissioner's Court

RE: Sole Source recommendation for Tyler Technologies
Tyler Technologies Defendant Access Products

Greetings County Judge and Commissioners,

Recently our Technology Services Department made a request for a contract with Tyler Technologies for the purchase of the Tyler Technologies Defendant Access Products that is designed to provide citizens with access to their case information. The request was made as a Sole Source request. The transaction fees to use the platform are paid by the consumer, not Williamson County. **These actions require qualification as a sole source purchase of the Tyler Technologies Defendant Access Products.** This product is supplied only by Tyler Technologies who is the owner, and the only distributor of these goods.

After reviewing all documentation submitted and running our announcement process on our solicitation portal I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7).

The process has included the following:

- Public posting of Intent to Award Sole Source in Bonfire for 14 days, August 25th through September 8th, 2023;
    - 1,956 vendors were notified directly of the opportunity;
    - The posting received seven (7) document takers, and one (1) response from a competitor;
- Epps Enterprise Technologies, LLC submitted a response for consideration. Richard Semple, Information Systems Director, reviewed the response and has determined that the platform is not compatible with the current Tyler Odyssey product is use by the County;
- A signed Sole Source Justification Request and a Recommendation Letter from Richard Semple, Information Systems Director;
- A notarized Sole Source Affidavit completed by the supplier;

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me directly.

Sincerely,

Joy Simonton

Purchasing Department · 100 Wilco Way, Georgetown, TX 78626 · 512-943-3553
purchase@wilco.org · www.wilco.org

Purchasing Agent
Williamson County Purchasing Department

Commissioners Court - Regular Session **14.**

Meeting Date: 10/03/2023

Approval of Purchase for New Dodge Charger Upfittings from Dana Safety Supply, Inc. for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Purchase #2023276 between Williamson County and Dana Safety Supply, Inc. for the amount of $61,102.96 pursuant to TIPS contract #210102, and authorizing the execution of the Services Contract.

Background

The approval of this purchase will benefit the Williamson County Sheriff's Department with the upfittings installed in the four (4) new 2023 Dodge Chargers recently purchased. The attached quote contains the details of the materials and installation. The Budget and Fleet Departments have reviewed this purchase. Funding source is 01.0100.0560.005700 as per FY23 budget. The department point of contact is Chief James David.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dana Safety Supply Service Contract Redacted Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 09:54 AM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:28 PM
Form Started By: Mary Watson		Started On: 09/11/2023 08:59 AM
Final Approval Date: 09/27/2023		

WILLIAMSON COUNTY
SERVICES CONTRACT

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 **the undersigned service provider** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

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

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

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

II.

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

III.

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

IV.

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

Type of Coverage	**Limits of Liability**
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

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

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

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

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

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

V.

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

VI.

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

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

VII.

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

VIII.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

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

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: Williamson County Vendor Reimbursement Policy.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

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

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

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

_____
Printed Name

Date: _____ ____, 20____

SERVICE PROVIDER:

DANA SAFETY SUPPLY, INC
Name of Service Provider

Authorized Signature

MICHAEL JONES
Printed Name

Date: 9/18/23 ____, 20____

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

Cooperative Purchasing Contract or Agreement (if applicable): TIPS USA #210102

Exhibit "A"
Quote/Proposal

PR #132468 -- corrected quantities

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	[redacted]
Customer No.	WILLCSO

Bill To	Ship To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S. ROCK STREET GEORGETOWN, TX 78626 United States	(For Pickup - RROC) ROUND ROCK WAREHOUSE 900 E. OLD SETTLERS BLVD Bldg 4 Ste 400 ROUND ROCK, TX 78664
Contact:	**Contact:**
Telephone: 512-943-1500	**Telephone:**
E-mail: accountspayable@wilco.org	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/06/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	INFO TIPS USA CONTRACT #210102 Warehouse: RROC	0.0000	0.00
4	4	N	INFO WILCO 2023 DODGE CHARGER - NO CAGE / GRAPHICS Warehouse: RROC	0.0000	0.00
4	4	Y	210036-0002 UNITY LED BLACK SPOTLIGHT 2011+ CHARGER Warehouse: RROC MSRP: $563.19	297.8800	1,191.52
4	4	Y	253 UNI SPOTLIGHT DRIVER DOOR POST INSTALLATION KIT Warehouse: RROC MSRP: $80.00	37.5000	150.00
4	4	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	125.0000	500.00
8	8	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC	95.0000	760.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	[redacted]
Customer No.	WILLCSO

Bill To	Ship To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S. ROCK STREET GEORGETOWN, TX 78626 United States	(For Pickup - RROC) ROUND ROCK WAREHOUSE 900 E. OLD SETTLERS BLVD Bldg 4 Ste 400 ROUND ROCK, TX 78664
Contact: **Telephone:** 512-943-1500 **E-mail:** accountspayable@wilco.org	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/06/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: RROC MSRP: $110.00	48.1300	192.52
4	4	Y	ETTFK03 SOI CHARGER RING FLASHER Warehouse: RROC MSRP: $528.00	231.0000	924.00
4	4	Y	SIFZJS-CHGR16-P3 FEDSIG FRONT ILS TRI COLOR Warehouse: RROC MSRP: $1,875.00	846.2500	3,385.00
4	4	Y	MISC FEDSIG: SIFMJR-CHGR17-PF1 REAR BAR 21+ CHGR RA/BA Warehouse: RROC MSRP: $1,875.00 DRIVER RED/AMBER, PASSENGER BLUE/AMBER.	846.2500	3,385.00
4	4	Y	MISC FEDSIG: PF200S17B PATHFINDER 200W SIREN W/ CONTROL Warehouse: RROC MSRP: $2,162.00 INCLUDES INTEGRATED RUMBLER, OBDII, DUAL TONE CAPABILITY	1,112.5000	4,450.00

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DANA SAFETY SUPPLY, INC
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Telephone: 800-845-0405

Sales Quote No.	[redacted]
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E-mail: accountspayable@wilco.org	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/06/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	ES100C FED ES100/DYNAMAX 100W CLASS A SPEAKER Warehouse: RROC MSRP: $383.00	0.0000	0.00
4	4	Y	ESB-U FED DYNAMAX/ES100C UNIVERSAL SPEAKER BRACKET Warehouse: RROC MSRP: $49.00	0.0000	0.00
4	4	Y	OBDCABLE25-DGCAN FED CABLE OBD DODGE CAN-C 25FT Warehouse: RROC MSRP: $230.00	125.0000	500.00
4	4	Y	RBKIT2 FED KIT, DUAL RUMBLER SPKR Warehouse: RROC MSRP: $593.00	406.2500	1,625.00
4	4	Y	RB-CHGR15 FED RUMBLER SPKR MTG BRKTS & HDWE FOR 2015+ CHARGER Warehouse: RROC MSRP: $72.00	0.0000	0.00

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Contact: **Telephone:** 512-943-1500 **E-mail:** accountspayable@wilco.org	**Contact:** **Telephone:** **E-mail:**

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09/06/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
8	8	Y	EXPMOD24 FEDERAL SIGNAL PATHFINDER EXPANSION MODULE Warehouse: RROC MSRP: $386.00	206.2500	1,650.00
4	4	Y	36-2035 WESTIN ELITE PUSH BUMPER 2011+ CHGR Warehouse: RROC MSRP: $725.03	307.5000	1,230.00
4	4	Y	36-2035PB WESTIN PIT BAR FOR ELITE PUSH BUMPER Warehouse: RROC MSRP: $660.00	305.4100	1,221.64
4	4	Y	36-2035W WESTIN Wing Wrap Elite Charger Pursuit 2011-2018 Warehouse: RROC MSRP: $460.00	226.2000	904.80
4	4	Y	36-6005F4MP WESTIN 4 LIGHT CHANNEL FOR FEDSIG MICRO P Warehouse: RROC MSRP: $67.41	28.5900	114.36

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	[redacted]
Customer No.	WILLCSO

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WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S. ROCK STREET GEORGETOWN, TX 78626 United States	(For Pickup - RROC) ROUND ROCK WAREHOUSE 900 E. OLD SETTLERS BLVD Bldg 4 Ste 400 ROUND ROCK, TX 78664
Contact: **Telephone:** 512-943-1500 **E-mail:** accountspayable@wilco.org	**Contact:** **Telephone:** **E-mail:**

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09/06/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
24	24	Y	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: $229.00 FOUR IN TOP CHANNEL OF PUSH BUMPER. ONE EACH SIDE. STEADY WHITE FOR TAKEDOWN AND ALLEY.	108.7500	2,610.00
8	8	Y	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: $229.00 REAR LICENSE PLATE BRACKET. STEADY RED BRAKE AND STEADY WHITE REVERSE.	108.7500	870.00
4	4	Y	MISC FED: MPSM-LPH1 MICROPULSE LICENSE BKT Warehouse: RROC MSRP: $47.00	0.0000	0.00
16	16	Y	MPS63U-RBW FEDSIG MICRO PULSE ULTRA R/B/W Warehouse: RROC MSRP: $229.00 TWO ON EACH RUNNING BOARD W/ BRACKET. STEADY WHITE ALLEY.	108.7500	1,740.00

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	[redacted]
Customer No.	WILLCSO

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Contact: **Telephone:** 512-943-1500 **E-mail:** accountspayable@wilco.org	**Contact:** **Telephone:** **E-mail:**

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09/06/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
16	16	Y	MISC FED: MPSM6-FPIU20SMW MICROPULSE WEDGES Warehouse: RROC MSRP: $33.00	20.3100	324.96
16	16	Y	MPSM6-LB FED SINGLE MPS600 OR MPS600U L-BRACKET KIT Warehouse: RROC MSRP: $19.00 RUNNING BOARD LIGHT BRACKETS.	17.0100	272.16
8	8	Y	COM3SRWC FED 6 LED light head; (3) LED Red, (3) LED White Warehouse: RROC MSRP: $95.00 TWO IN TRUNK WITH THREE WAY SWITCH IN TRUNK.	55.0000	440.00
4	4	Y	GF1092CGR11 SMC FREE STANDING GUN RACK CHARGER Warehouse: RROC MSRP: $269.00	188.3000	753.20
4	4	Y	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: RROC MSRP: $589.00 "Dual T-Rail Mount2 Universal XL Handcuff Key Override"	412.3100	1,649.24

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	[redacted]
Customer No.	WILLCSO

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WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S. ROCK STREET GEORGETOWN, TX 78626 United States	(For Pickup - RROC) ROUND ROCK WAREHOUSE 900 E. OLD SETTLERS BLVD Bldg 4 Ste 400 ROUND ROCK, TX 78664
Contact: **Telephone:** 512-943-1500 **E-mail:** accountspayable@wilco.org	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/06/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	C-VS-2300-CHGR HAV CONS, VS, 23TMS, HC, CHGR, 2021 Warehouse: RROC MSRP: $526.00 TO INCLUDE THE FOLLOWING EQUIPMENT BRACKETS: (1) C-EB30-FSR-1P (1) C-EB25-XTL-1P (1) C-EB40-PAN-1P (1) AND WHATEVER OTHER FILLER PLATES NECESSARY TO COMPLETE THE INSTALLATION **********	338.7600	1,355.04
4	4	Y	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: RROC MSRP: $67.00	41.8800	167.52
4	4	Y	C-ARM-102 HAV ARM REST - MOUNTS TO SIDE OF CONSOLE BOX Warehouse: RROC MSRP: $94.00 DRIVER SIDE MOUNT	58.7500	235.00
4	4	Y	C-HDM-204 HAV TELESCOPING SIDE MOUNTED POLE ASSY Warehouse: RROC MSRP: $230.00	143.7500	575.00

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	[redacted]
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WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S. ROCK STREET GEORGETOWN, TX 78626 United States	(For Pickup - RROC) ROUND ROCK WAREHOUSE 900 E. OLD SETTLERS BLVD Bldg 4 Ste 400 ROUND ROCK, TX 78664
Contact: **Telephone:** 512-943-1500 **E-mail:** accountspayable@wilco.org	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/06/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	C-MD-119 HAV 11" SLIDE-OUT LOCKING SWING ARM - LOW PROFILE Warehouse: RROC MSRP: $367.00	229.3800	917.52
4	4	Y	C-AP-0645-1 Havis 6" Accessory Pocket, 4.5" Deep Warehouse: RROC MSRP: $72.11	45.0700	180.28
4	4	Y	C-LP2-USB-BL2 HAV CONSOLE ACCESSORY BRACKET W/ 2 LIGHTER PLUG Warehouse: RROC MSRP: $156.00	111.1100	444.44
4	4	Y	MISC HAV: DS-PAN-1505-4 FZ40 DOCK QUAD PASS, ADV PORT Warehouse: RROC MSRP: $1,840.43 INCLUDES POWER SUPPLY	1,297.2200	5,188.88
8	8	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: RROC LEAVE LOOSE IN CONSOLE POCKET	0.0000	0.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	[redacted]
Customer No.	WILLCSO

Bill To	Ship To
WILLIAMSON COUNTY SHERIFF'S OFFICE 508 S. ROCK STREET GEORGETOWN, TX 78626 United States	(For Pickup - RROC) ROUND ROCK WAREHOUSE 900 E. OLD SETTLERS BLVD Bldg 4 Ste 400 ROUND ROCK, TX 78664
Contact: **Telephone:** 512-943-1500 **E-mail:** accountspayable@wilco.org	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/06/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
8	8	Y	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: RROC MSRP: $19.00	11.8800	95.04
4	4	Y	20703 SLI SL-20L WITH 120V AC/DC-2 SLEEVES NIMH Warehouse: RROC MSRP: $273.70	191.5900	766.36
4	4	Y	75813 SLI STINGER LED DS LIGHT W/AC & DC CHARGERS Warehouse: RROC MSRP: $266.48	186.5400	746.16
4	4	Y	HSN4032B MOTO MCS 13W External Speaker Warehouse: RROC MSRP: $	0.0000	0.00
4	4	Y	TK1189CGR11 SMC ALUMINUM TRUNK TRAY 2011+ DODGE CHARGER Warehouse: RROC MSRP: $489.00 WILL FIT 2011+ DODGE CHARGERS **********	342.3000	1,369.20

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Telephone: 512-943-1500	**Telephone:**
E-mail: accountspayable@wilco.org	**E-mail:**

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Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	AT7858 SMC TRUNK TRAY FAN Warehouse: RROC MSRP: $159.00	111.3000	445.20
4	4	Y	PDP-13 BI Power Distribution Panel w/ Timers Warehouse: RROC MSRP: $238.44	166.6000	666.40
4	4	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: RROC	0.0000	0.00
4	4	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	346.8800	1,387.52
136	136	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC	95.0000	12,920.00

" Vendor shall install a county-supplied Panasonic Arbitrator video camera system with: Arbitrator VPU, dash cam, prisoner cam, body mic & cradle, in-car mic, body cam cradle, battery backup, Lind trigger box, Bluetooth adapter, (2) wifi antennas, (2) 7' Cat6 network cables
" Vendor shall install & pre-wire county supplied (2) radio antennas, Motorola 8500 ignition cable, Cradle point antenna and ignition harness
" Vendor shall provide a 5-year warranty for all installed lighting and wiring, with on-site repairs as requested

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GREENSBORO, NC 27407

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Sales Quote No.	[redacted]
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Bill To

WILLIAMSON COUNTY SHERIFF'S OFFICE
508 S. ROCK STREET
GEORGETOWN, TX 78626
United States

Contact:
Telephone: 512-943-1500
E-mail: accountspayable@wilco.org

Ship To

(For Pickup - RROC)
ROUND ROCK WAREHOUSE
900 E. OLD SETTLERS BLVD
Bldg 4 Ste 400
ROUND ROCK, TX 78664

Contact:
Telephone:
E-mail:

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/06/23	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	MARK STEVENS	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____		
			☐ **Approve All Items & Quantities**		
			Quote Good for 30 Days		

Print Date	09/07/23
Print Time	08:42:26 PM
Page No.	1

Printed By: Scott Beal

Subtotal	58,302.96
Freight	2,800.00
Order Total	61,102.96

Commissioners Court - Regular Session **15.**

Meeting Date: 10/03/2023

Approval of Use and Access Agreement Request from Jarrell Independent School District Police Department for Information Systems

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Use and Access Agreement Request #2023288 from the Jarrell Independent School District Police Department (ISD PD).

Background

Jarrell ISD PD requests to use and access software used by Williamson County Sheriff's Office. The County Sheriff's Office has used the requested software from Superion, LLC, a CentralSquare Technologies LLC company since March 30, 2010. Approval of the request will allow Jarrell ISD PD and Williamson County Sheriff's Office to exhange public safety data (which includes but is not limited to CAD, RMS and other law enforcement agency data). Williamson County will manage the software licenses Jarrell ISD PD purchases. Contract Audit, General Counsel and the Auditor's Office have approved this agreement. Department point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Use and Access Agreement Request

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 11:51 AM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:42 PM
Form Started By: Misty Brooks		Started On: 09/22/2023 11:20 AM
Final Approval Date: 09/27/2023		

AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS AND USE OF SOFTWARE AGREEMENT AND SYSTEM ("ACCESS AGREEMENT")

among

Williamson County
301 SE Inner Loop Road, Suite 105
Georgetown, TX 78626

and

Jarrell ISD Police Department
108 E. Avenue F
Jarrell, TX 76537

and

Superion LLC, a CentralSquare Technologies LLC company,
as successor in interest to SunGard Public Sector Inc.
1000 Business Center Drive
Lake Mary, FL 32746

Whereas, **Williamson County** ("**Customer**") and **Superion LLC, a CentralSquare Technologies, LLC company, as successor in interest to SunGard Public Sector Inc.** ("**Superion**"), have entered into a certain Software License and Service Agreement; Contract No. [redacted] dated March 30th, 2010 ("**Customer Agreement**");

and

Whereas, the **Jarrell ISD Police Department** ("**Accessing Agency**") has requested, and Customer has agreed that the Accessing Agency be permitted, to access and use the Customer Agreement and Customer's Accessed System in accordance with the terms and conditions of this Access Agreement.

Now therefore, the parties agree as follows:

1. Customer and Superion grant Accessing Agency permission to allow access and use of the Customer Agreement terms and Accessed System under the terms of this Access Agreement. Customer grants Accessing Agency the right to utilize the Customer System ("**Accessed System**") in order to exchange public safety data (which includes but is not limited to CAD, RMS and other law enforcement agency data) between Customer and Accessing Agency, subject to the terms herein.

2. Superion and Customer each have the right to terminate this Access Agreement, and accordingly, Accessing Agency's access to the Accessed System and Customer Agreement at Superion's or Customer's discretion.

3. This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, Superion shall be under no obligation to the Accessing Agency to permit continued access to the Accessed System or use of the Customer Agreement after such termination of this Access Agreement, but shall agree at Superion's sole and exclusive discretion to provide Software or services under a separate agreement with the Accessing Agency, provided the Accessing Agency is not in default of any of the provisions of this Access Agreement nor any related

supplements, and provided the Accessing Agency provides a replacement technical environment satisfactory to Superion.

4. Customer understands that Accessing Agency will not be granted access to the Customer Agreement or Accessed System unless and until the Accessing Agency executes this Access Agreement and agrees that the Software constitutes proprietary information and trade secrets of Superion and will remain the sole property of Superion. The Accessing Agency shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any components of Software, and the Accessing Agency shall hold in confidence the Superion proprietary information for its benefit and internal use only by its employees. The Accessing Agency will further acknowledge that, in the event of a breach or threatened breach of the provisions of this paragraph, Superion has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5. Accessing Agency's right to use the Accessed System and Software is derivative of Customer's license to use the Software under the terms and conditions of the Customer Agreement. Superion is not deemed to have granted Accessing Agency any license to use the Software by virtue of this Access Agreement. Any such license can only be affected by the execution by Accessing Agency and Superion of a definitive written software license agreement between Superion and Accessing Agency that, by its express terms, purports to provide such a right of license to Accessing Agency. Superion will have no obligations whatsoever to Accessing Agency in connection with the Software. AS BETWEEN SUPERION AND ACCESSING AGENCY, THE SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. SUPERION MAKES NO WARRANTIES WHATSOEVER TO ACCESSING AGENCY REGARDING THE SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. SUPERION WILL HAVE NO LIABILITY TO OR THROUGH ACCESSING AGENCY UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, IN WHOLE OR IN PART.

6. Customer grants Accessing Agency use of the Customer Agreement as-is, allowing Accessing Agency to purchase additional licenses, services, and support for Accessing Agency's sole use via a quote or sales order subject to the terms and conditions of the Customer Agreement.

7. Subject to compliance with applicable laws, Customer and Accessing Agency may agree to share and contribute data directly or indirectly into the Accessed System for the use in implementation and performance of the Accessed System. Each party shall be the respective owner of their own data and no ownership rights shall transfer by the use or contribution of said data.

8. Customer and Accessing Agency agree to be bound by the most current version of the FBI CJIS Security Policy and are responsible for maintaining the required certifications for access to the respective state's CJIS system(s), NCIC, and/or other local state, federal, and/or other applicable systems.

9. Accessing Agency shall indemnify, defend and hold harmless Superion, and their respective officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by either Superion resulting from any action by a third party that arise out of or result from, or are alleged to arise out of or result from the gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Accessing Agency, any authorized user, or any third party on behalf of Accessing Agency or any authorized user, in connection with this Access Agreement.

10. This Access Agreement will be governed by and construed under the laws of the State of Texas, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from this Access Agreement and the remaining provisions of this Access Agreement will remain in full force and effect.

11. Customer shall be the first point of contact for the Accessing Agency for Accessed Software in the event that support services are required by the Accessing Agency. Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with Superion for support services.

12. This Access Agreement contains the entire understanding of the parties with respect to its subject matter supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Access Agreement.

By the signatures of their duly authorized representatives below, Superion, Customer, and Accessing Agency, intending to be legally bound, agree to all of the provisions of this Access Agreement.

Williamson County, TX

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

Superion, LLC.

DocuSigned by:

BY: Ron Anderson
6789F1AD774045B...

PRINT NAME: Ron Anderson

PRINT TITLE: Chief Sales Officer

DATE SIGNED: 9/21/2023

Jarrell ISD Police Department, TX

BY: Sharif Mezayek

PRINT NAME: Sharif Mezayek

PRINT TITLE: Police Chief

DATE SIGNED: 09/21/2023

Commissioners Court - Regular Session **16.**

Meeting Date: 10/03/2023

Approval of Platform Activation Agreement with Guardian Alliance Technologies, Inc. for Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the three (3) year Agreement #2023280 between Guardian Alliance Technologies, Inc. and Williamson County for employment related background investigation as needed, and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The Guardian Platform is a cloud-based software platform for use by law enforcement agencies in performing employment related background investigations. Services are used on an as needed basis to include investigations, social media screening and credit reports. Payment will be invoiced monthly. The estimated annual spend on these services is $1,500.00 per year. General Counsel, Contract Audit and Budget have reviewed this expenditure. Funding source is 01.0100.0560.004210 as per FY24 budget. Department point of contact is Chief James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Guardian Alliance Platform Activation Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 09:56 AM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:29 PM
Form Started By: Mary Watson		Started On: 09/12/2023 02:36 PM
Final Approval Date: 09/27/2023		

WILLIAMSON COUNTY
PLATFORM ACTIVATION 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 PLATFORM ACTIVATION AGREEMENT (hereinafter "Agreement") 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 **Guardian Alliance Technologies, Inc.** ("Guardian"), located at 11 S. San Joaquin St., Suite 804, Stockton, CA 95202, both of which are referred to herein as the parties. The County agrees to engage Guardian as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Definitions:

A. **"Account Administrator"** means an individual responsible for authorizing and managing all activity occurring under the County's Account.

B. **"Authorized Use"** means an individual registered and identified by the Account Administrator by name who is authorized to use the Services on behalf of the County.

C. **"Terms of Service"** means, collectively, the Guardian Terms of Service and Guardian Privacy Policy. The Terms of Services may be updated from time to time at the discretion of Guardian and/or any Integrated Service providers as defined in the Guardian Terms of Service, respect.

D. **"Social Media Screening"** means the collection of publicly available online Applicant information. For the purposes of this Agreement, Social Media Screening is referred to as an "integrated Service."

E. **"OnDemand Services"** means services available through the Platform which are available for a fee.

II.

FCRA Compliance: County hereby acknowledges that County is solely responsible for its compliance with the Fair Credit Reporting Act ("FCRA") and any other state and/or local consumer reporting laws in connection with its use of the Social Media Screening Service, if applicable.

III.

Scope of Services:

A. **Activation**: By entering into this Agreement, County hereby requests that Guardian establish and activate a County Account on the Guardian Platform for use by County and its Authorized Users.

B. **Features and Fees**: Use of the Triage Center, including access to the NAIC is available for use by County at no charge and County is under no obligation to use the OnDemand features listed below. Notwithstanding the foregoing, upon entering into this Agreement, Guardian shall make the Investigation Center and Social Media Screening Feature available for County's use on an OnDemand basis subject to the Fees set forth below. If County wishes to order Credit Reports from within their Guardian Account, a separate Credit Report Feature Activation Agreement is required.

   a. Investigation Center - $50 per applicant assigned to an investigator.

   b. Social Media Screening - $40 per report.

   c. Credit Reports - $12 per report.

C. **Payment Terms:** County will be invoiced at the end of each calendar month for all use of the fee-based features that occurs during the calendar month. 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 Customer receives the goods under the agreement; (2) the date the performance of the service under the agreement 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 Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. 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.

D. **Failure to Pay/Customer:** Guardian reserves the right to deactivate County's access to the Platform if any payment is not received within 60 days of the invoice date.

E. **Additional Authorized Users:** The Account Administrator shall have the authority and ability, through their User Account, to establish as many User Accounts for other individuals in their organization who are Authorized to use the Services on County's behalf. Additionally, the Account Administrator shall be responsible for deactivating Authorized User accounts when necessary.

F. **Security:** Each of the Parties agree to maintain a security program consistent with federal and state laws, regulations, and standards, including the CJIS Security Policy, as well as any other applicable policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

G. **Terms of Service:** By accessing and using the Service, County agrees to be bound by the Guardian Terms of Service, so long as the terms are consistent and do not conflict with this Agreement.

H. **Right to Audit:** Guardian agrees that the 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 books, documents, papers and records of Guardian which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Guardian agrees that the County shall have access during normal working hours to all necessary Guardian facilities, if needed, and shall be provided adequate and appropriate workspace, if needed, in order to conduct audits in compliance with the provisions of this section. The County shall give Guardian reasonable advance notice of intended audits.

IV.

Whitelist: County hereby agrees to whitelist all domains as may be indicated by Guardian at any time during the Term of this Agreement, including but not limited to:

(a) Guardian.network
(b) www.guardianlliancetech.com
(c) www.guardianlliancetechnologies.com

(Note: Content filtering systems in use by County, if any, may unexpectedly cut parts of html pages out of the user interface as well as some email traffic, lead to unexpected errors, broken links, unclickable buttons, partially loaded pages or other unintended/unpredictable behaviors with the Services. These issues are completely resolved by "whitelisting" all Guardian domains.)

V.

Intellectual Property Infringement: Guardian shall indemnify, defend or, at its option, settle any third-party claim, suit or proceeding against County to the extent based on a claim that the services (excluding any third-party software) infringes any united states patent, copyright, trademark or trade secret and Guardian shall pay any final judgment entered against County in any claim, suit or proceeding or agreed to in settlement. County will notify Guardian in writing of the claim, suit or proceeding and give all information and assistance reasonably requested by Guardian or its designee. If use of the services is enjoined, Guardian may, at its option, do one or more of the following: (i) procure for County the right to use the services, (ii) replace the services with other suitable services or products, or (iii) refund the unearned prepaid portion of the fees paid by County for the services or the affected part thereof (if any). Guardian will have no liability under this section to the extent a claim or suit is based upon (a) use of the Guardian Platform in combination with software not provided by Guardian if infringement would have been avoided in the absence of the combination, (b) modifications to the Guardian Platform not made by Guardian, if infringement would have been avoided by the absence of the modifications, or (c) use of any version other than a current release of the services, if infringement would have been avoided by use of a current release. This section states Guardian's entire liability and customer's sole and exclusive remedy for intellectual property infringement or misappropriation claims.

VI.

Counterparts: This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

VII.

Amendment: The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in **full** force.

VIII.

Marketing: Guardian may use County's name as part of a general list of Customers and may refer to County as a user of the Services in its general advertising and marketing materials.

IX.

Required County Agreement Terms:

A. **Effective Date and Term:** This Agreement shall effective as of the date of the last party's execution below (the "Effective Date") and shall continue for three (3) years, unless terminated earlier pursuant to this Agreement.

B. **Not-to-Exceed Amount:** Guardian will be compensated in accordance with Section III. C ("Payment Terms"). The estimated cost per year is One Thousand Five Hundred Dollars ($1,500.00). The not-to-exceed amount under this Agreement shall be Four Thousand Five Hundred Dollars ($4,500.00), unless amended by the County.

C. **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.

D. **Termination:** This Agreement 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.

E. **No Waiver of Sovereign Immunity or Powers:** Nothing in this Agreement 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 Guardian for any reason are hereby deleted.

F. **No Assignment:** Guardian may not assign this Agreement.

G. **Confidentiality:** Guardian 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.

H. **Public Information:** Guardian 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 Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

I. **Foreign Terrorist Organizations:** Guardian 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.

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

WILLIAMSON COUNTY:	**GUARDIAN ALLIANCE TECHNOLOGIES, INC:**
_____	_____
Authorized Signature	Authorized Signature
Judge Bill Gravell, Jr.,	Adam Anthony, COO
County Judge	Printed Name
Date: _____ ____, 20____	Date: September 12, 2023

Commissioners Court - Regular Session **17.**

Meeting Date: 10/03/2023

Austin Vineyard Church Vehicle Reimbursement Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Austin Vineyard Church for off duty contracting of County Sheriff Deputies to be effective October 3, 2023 (Church located in Precinct #1 at 13208 Morris Rd., Austin)

Background

This renewal agreement gives permission for Austin Vineyard Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for traffic control at the food pantry event. This agreement will begin on October 3, 2023 then every 4th Saturday of each month thereafter and will terminate on September 30, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Austin Vineyard Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/26/2023 09:10 PM
Form Started By: Starla Hall		Started On: 09/25/2023 11:50 AM
Final Approval Date: 09/26/2023		

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

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

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

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

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 3, 2023 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

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

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$13.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Austin Vineyard Church

Signature: Alexia Michart

Printed Name: Alexia Binehart

Title: Executive Administrator

Date: 9/25, 2023

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 25, 2023

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **18.**

Meeting Date: 10/03/2023

Samsung Vehicle Reimbursement Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Samsung E&C America, Inc. for off duty contracting of County Sheriff Deputies to be effective October 3, 2023 (FM 973, Taylor)

Background

This agreement gives permission for Samsung E&C America, Inc. in Taylor to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for traffic control in the mornings and afternoons for two entrances off FM 973. This agreement will begin on October 3, 2023 and will terminate on September 30, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Samsung

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/25/2023 04:24 PM
Form Started By: Starla Hall		Started On: 09/25/2023 12:41 PM
Final Approval Date: 09/25/2023		

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

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

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

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

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 3, 2023 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

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

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$13.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Samsung E&C America, Inc.

Signature: _____

Printed Name: Young-Man Kwon

Title: Administration Team Manager

Date: 09 25, 2023

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 25, 2023

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **19.**

Meeting Date: 10/03/2023

Justice Complex Improvements (P476) – Johnston PSA2-A1-SA1-A1

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 Johnston, LLC for the Justice Complex Improvement project (P476), Amendment 1 for Supplemental Agreement 1 for Design and Engineering Services for a time extension September 16, 2024. Funding Source is P476.

Background

This amendment adds time to complete design through construction administration and close out for a new date of January 16, 2024. There are no additional funds requested. Department point of contact is Thomas Crockett, Facilities Management Project Manager. Funding for this project is P476.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Johnston PSA2-A1-SA1-A1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/27/2023 04:59 PM
County Judge Exec Asst.	Becky Pruitt	09/28/2023 10:34 AM
Form Started By: Wendy Danzo		Started On: 09/27/2023 04:03 PM
Final Approval Date: 09/28/2023		

AMENDMENT NO. 1 TO SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Justice Complex Improvements** **("Project")**

ARCHITECT/ ENGINEER:
Johnston, LLC ("A/E")
Rich Elwood, Director of Management
2303 Augusta Dr; Suite 1500
Houston, TX 77057

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

This Amendment No. 1 to Supplemental Agreement No. 1 to an Agreement for Design and Engineering Services, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E previously executed Agreement for Design and Engineering Services being dated effective January 28th, 2022 ("Agreement");

WHEREAS, County and A/E thereafter executed an Amendment No. 1 to the Agreement dated effective January 26, 2023;

WHEREAS, County and A/E thereafter also executed Supplemental Agreement No. 1 to the Agreement dated effective January 26, 2023 to provide for Additional Services ("Supplemental Agreement No. 1");

WHEREAS, it has become necessary to supplement, modify and amend the Supplemental Agreement No. 1 in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that Supplemental Agreement No. 1 is modified and amended as follows:

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

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

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF AMENDMENT

All other terms of Supplemental Agreement No. 1 and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Amendment to Supplemental Agreement No. 1 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:
Johnston, LLC

By: Rich Elwood
Signature

Rich Elwood
Printed Name

Director
Title

Date Signed: 9/25/2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **Five Hundred Ninety-Nine (599) calendar days** from the date of this Supplemental 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.

Supplemental Agreement Execution Date	**01/26/23**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	01/31/22
30% Plans, Specifications and Estimate deliverables	03/04/22
County written authorization to proceed to next phase	03/18/22
Phase II - DESIGN DEVELOPMENT	
60 % Plans, Specifications and Estimate deliverables	01/20/23
County written authorization to proceed to next phase	01/30/23
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	02/20/23
County written authorization to proceed to next phase	03/02/23
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	03/02/23
Plans submittal to TDLR and Permit application submittal to City	03/02/23
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	03/02/23

County advertises project for Bid	07/10/23
Contract Award	09/26/23

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	10/03/23
Construction Substantial Completion	06/28/24

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	07/29/24

All services shall be complete on, or before:	**09/16/24**

Commissioners Court - Regular Session **20.**

Meeting Date: 10/03/2023

Approval of Renewal #1 of Contract #22IFB152 Aggregate for Surface Treatments Grades 3, 5, and FS with Vulcan Construction Materials for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Contract #22IFB152 for Aggregates for Surface Treatments Grades 3, 5, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Vulcan Construction Materials LLC for the 12-month term of November 15, 2023 - November 14, 2024, and authorizing execution of the renewal agreement.

Background

This is the first extension renewal for this contract. The Road and Bridge Department has confirmed the vendor met all of the County requirements on this contract and requests renewal. The Funding Source: 01.0200.0210.003556. The Department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1 Form and Price Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 10:23 AM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:34 PM
Form Started By: Kim Chappius		Started On: 09/19/2023 01:06 PM
Final Approval Date: 09/27/2023		

WILLIAMSON COUNTY

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB152	**Department:**	ROAD AND BRIDGE
Vendor Name:	VULCAN CONSTRUCTION MATERIALS LLC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 AGGREGATES FOR SURFACE TREATMENT TYPE E GRADE 3,5 AND FS			
Type of Contract:	IFB	**Start Date:**	11/15/2023
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	11/14/2024
Department Contact:	KELLY MURPHY		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of TWO (2) ONE (1) year renewal option periods:**

Renewal Option Period 2	
Renewal Option Period 1	NOVEMBER 15, 2023 – NOVEMBER 14, 2024
Initial Contract Period	NOVEMBER 15, 2022 – NOVEMBER 14, 2023

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Vulcan Construction Materials, LLC

Name Julia Farrar

Title Analyst

Signature [signature]

Date 9/13/2023

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

22IFB152 - AGGREGATE FOR SURFACE TREATMENT TYPE E GRADE 3, 5 AND FS				
ITEM #	**DESCRIPTION**	**Estimated Quantity**	**UNIT**	**UNIT COST DELIVERED**
1	Aggregate, TxDot Item 302, Type E, Grade 3	$3,000.00	TON	NO BID
2	Aggregate, TxDot Item 302, Type E, Grade 5	$10,000.00	TON	$89.58
3	Aggregate, TxDot Item 302, Type E, Grade FS	$3,000.00	TON	$84.58

Commissioners Court - Regular Session **21.**

Meeting Date: 10/03/2023

Approval of Renewal #1 of Contract #22IFB145 Limestone Rock Asphalt with Vulcan Construction Materials for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of Contract #22IFB145 for Limestone Rock Asphalt, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Vulcan Construction Materials LLC for the 12-month term of November 15, 2023 - November 14, 2024, and authorizing execution of the renewal agreement.

Background

This is the first extension renewal for this contract. The Road and Bridge Department has confirmed the vendor met all of the County requirements on this contract and requests renewal. The Funding Source: 01.0200.0210.003550. The Department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1 Form and Price Tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 10:24 AM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:35 PM
Form Started By: Kim Chappius		Started On: 09/19/2023 01:20 PM
Final Approval Date: 09/27/2023		

WILLIAMSON COUNTY

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB145	**Department:**	ROAD AND BRIDGE
Vendor Name:	VULCAN CONSTRUCTION MATERIALS		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 LIMESTONE ROCK ASPHALT			
Type of Contract:	IFB	**Start Date:**	11/15/2023
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	11/14/2024
Department Contact:	KELLY MURPHY		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1ST of TWO (2) ONE (1) year renewal option periods:**

Renewal Option Period 2	
Renewal Option Period 1	NOVEMBER 15, 2023 – NOVEMBER 14, 2024
Initial Contract Period	NOVEMBER 15, 2022 – NOVEMBER 14, 2023

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Vulcan Construction Materials, LLC

Name Julia Farrar

Title Analyst

Signature [signature]

Date 9/13/2023

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

22IFB145 LIMESTONE ROCK ASPHALT

					Vulcan Construction Material LLC FY23	Vulcan Construction Material LLC FY24
Item #	Item Description	Quantity	Unit	Delivery Site*	Unit Pricing Delivered	Unit Pricing Delivered
1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type AA	5000	TONS	Georgetown*	$115.57**	$115.57**
1.1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type A	5000	TONS	Georgetown*	$115.57**	$115.57**
1.2	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type B	2000	TONS	Georgetown*	$115.57**	$115.57**
1.3	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type C	2000	TONS	Georgetown*	$115.57**	$115.57**
1.4	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type D	10000	TONS	Georgetown*	$115.57**	$115.57**

***Delivery location: 1400 NE Inner Loop, Georgetown, TX 78626**

****PLUS FUEL SURCHARGE**

Commissioners Court - Regular Session **22.**

Meeting Date: 10/03/2023

Authorize Issuing Advertisement for RFSQ #23RFSQ113 Engineering Services for the Planning of Corridor A3 from SH 95 to US 79 for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Engineering Services for the Planning of Corridor A3 from SH 95 to US 79, under RFSQ #23RFSQ113. Funding source is P630.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in planning Corridor A3 from SH 95 to US 79. Staff anticipates selecting one firm for this work. The Estimated Budget is $1,500,000.00. The funding source is P630 and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 12:01 PM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:44 PM
Form Started By: Johnny Grimaldo		Started On: 09/25/2023 09:35 AM
Final Approval Date: 09/27/2023		

Commissioners Court - Regular Session **23.**

Meeting Date: 10/03/2023

SAM 2586 WA12 RR Corridor Segment D

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 12 in the amount of $99,846.50 to expire on September 30, 2024 under Williamson County Contract for Surveying Services between Surveying And Mapping LLC and Williamson County dated May 19, 2020 for Ronald Reagan Corridor Segment D from Williams Drive to SH 195. Funding source: P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 2586 WA12 RR Corridor Segment D

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/21/2023 03:14 PM
County Judge Exec Asst.	Becky Pruitt	09/25/2023 01:38 PM
Form Started By: Vicky Edwards		Started On: 09/21/2023 12:45 PM
Final Approval Date: 09/25/2023		

WORK AUTHORIZATION NO. 12

WILLIAMSON COUNTY CORRIDOR PROJECT:
RONALD REAGAN CORRIDOR SEGMENT D
FROM WILLIAMS DRIVE TO SH 195

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Surveying And Mapping, LLC (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $99,846.50.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on September 30, 2024. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

SURVEYOR:	COUNTY:
Surveying And Mapping, LLC (SAM)	Williamson County, Texas
By:_____	By:_____
Signature	Signature
Scott Brashear	_____
Printed Name	Printed Name
Sr. Project Manager	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
Ronald Reagan Blvd

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.

5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

6. Assist with Coordination between the Surveyor and the County's other consultants.

7. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR RONALD REAGAN CORRIDOR

PROJECT DESCRIPTION

Project Limits
The project limits are from Williams Drive to SH 195 for approximately 5.2 miles.

Project Scope
Surveyor shall provide Right-of-Way mapping services to be used for acquisition of up to **15** acquisition parcels along Ronald Reagan Blvd. from Williams Drive to SH 195. Surveyor's Scope of Services is limited to those items outlined below.

1. Right of Entry (ROE)

   a. The surveyor will obtain right-of-entry (ROE) for approximately (15) properties for the purpose of collecting ROW survey data. The surveyor anticipates that Williamson County will handle problems regarding all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. The Engineer will document any interactions with property owners while performing the work.

2. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Registered Professional Land Surveyor (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**12** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Project Coordination & Administration:

      - Correspondence and coordination will be handled through & with the concurrence of the GEC.
      - Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

d. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

e. Deliverables:

- Monthly Invoices and Progress Reports
- Project Schedule and Updates

3. RIGHT-OF-WAY (ROW) MAPPING

a. Research

- Surveyor shall perform records research and obtain sufficient ownership documents to prepare a working sketch (abstract map) of adjoining properties along the project route. Map will be reconciled and refined into a preliminary right-of-way map for review

b. Field Survey

- Surveyor will locate existing control (if available and provided) and reconcile any discrepancies found.

- Surveyor will establish supplemental survey control as needed to be used during the course of the survey.

- Surveyor will locate boundary monuments sufficient to determine existing right-of-way lines and parcel boundaries.

c. Parcel Acquisition Documents (up to **15** parcel documents assumed; up to **10** staking assumed):

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for right-of-way parcel and easement acquisition. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed right-of-way lines and note any improvements requiring removal/relocation.

- After receipt of title commitments, set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for right of way parcel and easement acquisition.

- Stake proposed right of way with suitable markers as requested on a parcel by parcel basis for the purposes of fence construction, utility installation, or property owner requests.

d. Deliverables:

- Survey CADD files
- Draft Parcel Acquisition Documents (pdf)
- Final Parcel Acquisition Documents (one original and pdf)
- ASCII point file of all points located/set during the course of the survey
- Final ROW map depicting all parcels, shown in relative positions, along the project route.

4. ASSUMPTIONS

a. Vehicular and pedestrian access to the site is possible and granted. Williamson County will assist with Right of Entry to adjacent tracts if required.
b. Proposed ROW lines will be provided by Williamson County.
c. Williamson County or title company will furnish the current ownership information, title commitment, and Schedule B Exception Documents (if applicable).
d. Survey data will be based on the Texas State Plane Coordinate System, NAD83 – Central Zone; Vertical data will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid12B, unless specified otherwise.
e. All documents will be signed, sealed and prepared under the direction of a Registered Professional Land Surveyor licensed to practice in the state of Texas.

EXHIBIT C - WORK SCHEDULE

Surveying and Mapping, LLC																
Start Date	**Week 1**	**Week 2**	**Week 3**	**Week 4**	**Week 5**	**Week 6**	**Week 7**	**Week 8**	**Week 9**	**Week 10**	**Week 11**	**Week 12**	**Week 13**	**Week 14**	**Week 15**	**Week 16**
NOTE*	*9/25/23*	*10/2/23*	*10/9/23*	*10/16/23*	*10/23/23*	*10/30/23*	*11/6/23*	*11/13/23*	*11/20/23*	*11/27/23*	*12/4/23*	*12/11/23*	*12/11/23*	*12/18/23*	*12/25/23*	*1/1/24*
Establish Project Control																
Right of Entry Coordination																
ROW Field Surveys																
Boundary Analysis/Prepare Prelim ROW Documents																
Prepare Final ROW Documents																
Establish ROW Monumentation																
County Review																

***Weather and right of entry dependant. Gaining ROE from all landowners in a timely manner will be critical in meeting deadlines for this project.**

ATTACHMENT D
TIME & MATERIALS PAYMENT BASIS
SURVEY SERVICES

Project: WA # 12 Ronald Reagan ROW
Proposal Number: 1019052774P

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	STAFF SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Establish Control (Up to 5 points)	2	2		8	12	20				$5,836.00
Records Research and Deed Study	2	8		30	20					$6,900.00
Field Surveys	2	4		25	25	135				$27,125.00
Boundary Analysis	4	12		36	30					$9,540.00
Prepare Preliminary ROW Documents (Up to 15 parcels)	4	15		60	120					$21,480.00
Right of Entry Coordination		2		5	10					$1,850.00
Prepare Final ROW Documents (Up to 15 parcels, includes review of title commitment)	2	4		22	43					$7,634.00
Establish ROW Monumentation (Up to 60 iron rods)	2	2		8	8	60				$11,644.00
										$0.00
										$0.00
SUB-TOTALS	18	49	0	194	268	215	0	0	0	$92,009.00
HOURS SUB-TOTALS	18	49	0	194	268	215	0	0	0	744
CONTRACT RATE PER HOUR	$180.00	$160.00	$135.00	$110.00	$98.00	$155.00	$195.00	$105.00	$75.00	
TOTAL LABOR COSTS	$3,240.00	$7,840.00	$0.00	$21,340.00	$26,264.00	$33,325.00	$0.00	$0.00	$0.00	$92,009.00
OTHER DIRECT EXPENSES		**# OF UNITS**	**COST/UNIT**							
Mileage (number x current state rate)		2500	$0.655	per mile						$1,637.50
GPS Receiver		230	$25.00	per hour						$5,750.00
Primary Control Monuments		5	$90.00	each						$450.00
SUBTOTAL DIRECT EXPENSES										**$7,837.50**

SUMMARY		
LABOR COSTS		$92,009.00
NON-SALARY (OTHER DIRECT EXPENSES)		$7,837.50
TOTAL SAM SURVEY		**$99,846.50**

Commissioners Court - Regular Session **24.**

Meeting Date: 10/03/2023

Landesign Svcs 2586 WA2 SA1 LTP Controlled Access Facility ROW

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 1 to Work Authorization No 2 under Williamson County Contract between Landesign Services, Inc. and Williamson County dated May 19, 2020 for LTP Controlled Access Facility ROW. This supplemental is to extend the expiration date to June 30, 2024. Funding source: P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Landesign Svcs 2586 WA2 SA1 LTP Controlled Access Facility ROW

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/21/2023 03:14 PM
County Judge Exec Asst.	Becky Pruitt	09/25/2023 01:39 PM
Form Started By: Vicky Edwards		Started On: 09/21/2023 01:41 PM
Final Approval Date: 09/25/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. 01
TO
WORK AUTHORIZATION NO. 02

WILLIAMSON COUNTY CORRIDOR PROJECT:
LTP Controlled Access Facility ROW

This Supplemental Work Authorization No. 01 to Work Authorization No. 02 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, (the "County") and Landesign Services, Inc. (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 02 dated effective November 03, 2020 (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 Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A" (must be attached).

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" (must be attached).

III. The Work Authorization shall terminate on June 30, 2024. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

SURVEYOR:	**COUNTY:**
By: Brandy Tabor	By: _____
Signature	Signature
Brandy Tabor	_____
Printed Name	Printed Name
President	_____
Title	Title
9/20/2023	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
Ronald Reagan Corridor Segment C

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.

5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

6. Assist with Coordination between the Surveyor and the County's other consultants.

7. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR RONALD REAGAN CORRIDOR SEGMENT C

PROJECT DESCRIPTION

Project Limits
The project limits are extended FM 3405 to Williams Drive for approximately 4 miles.

Project Scope
Surveyor shall provide Right-of-Way mapping services to be used for acquisition of up to **15** acquisition parcels along Ronald Reagan from FM 3405 to Williams Drive. Surveyor's Scope of Services is limited to those items outlined below.

1. Right of Entry (ROE)

   a. The surveyor will obtain right-of-entry (ROE) for approximately (**15**) properties for the purpose of collecting ROW survey data. The surveyor anticipates that Williamson County will handle problems regarding all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. The Engineer will document any interactions with property owners while performing the work.

2. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Registered Professional Land Surveyor (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**6** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Project Coordination & Administration:

      - Correspondence and coordination will be handled through & with the concurrence of the GEC.
      - Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

   d. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

e. Deliverables:

- Monthly Invoices and Progress Reports
- Project Schedule and Updates

3. RIGHT-OF-WAY (ROW) MAPPING

a. Research

- Surveyor shall perform records research and obtain sufficient ownership documents to prepare a working sketch (abstract map) of adjoining properties along the project route. Map will be reconciled and refined into a preliminary right-of-way map for review

b. Field Survey

- Surveyor will locate existing control (if available and provided) and reconcile any discrepancies found.

- Surveyor will establish supplemental survey control as needed to be used during the course of the survey.

- Surveyor will locate boundary monuments sufficient to determine existing right-of-way lines and parcel boundaries.

c. Parcel Acquisition Documents (up to **15** parcel documents assumed; up to **15** parcels staked assumed):

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for right-of-way parcel and easement acquisition. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed right-of-way lines and note any improvements requiring removal/relocation.

- After receipt of title commitments, set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for right of way parcel and easement acquisition.

- Stake proposed right of way with suitable markers as requested on a parcel by parcel basis for the purposes of fence construction, utility installation, or property owner requests.

d. Deliverables:

- Survey CADD files
- Draft Parcel Acquisition Documents (pdf)
- Final Parcel Acquisition Documents (one original and pdf)
- ASCII point file of all points located/set during the course of the survey
- Final ROW map depicting all parcels, shown in relative positions, along the project route.

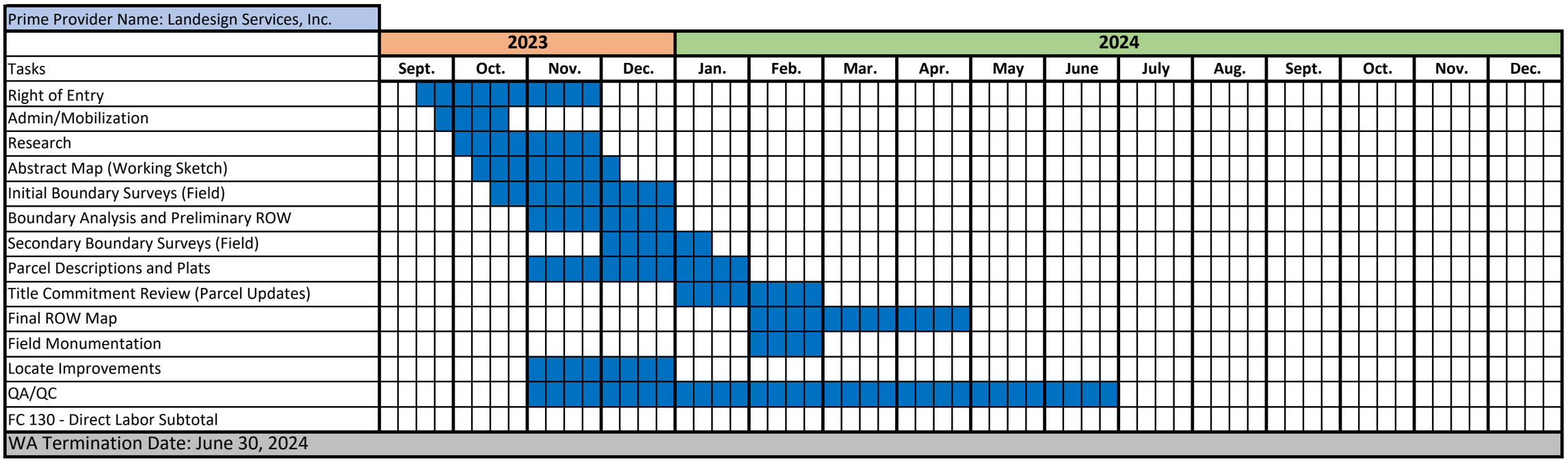
4. ASSUMPTIONS

a. Vehicular and pedestrian access to the site is possible and granted. Williamson County will assist with Right of Entry to adjacent tracts if required.
b. Proposed ROW lines will be provided by Williamson County.
c. Williamson County or title company will furnish the current ownership information, title commitment, and Schedule B Exception Documents (if applicable).
d. Survey data will be based on the Texas State Plane Coordinate System, NAD83 – Central Zone; Vertical data will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid12B, unless specified otherwise.
e. All documents will be signed, sealed and prepared under the direction of a Registered Professional Land Surveyor licensed to practice in the state of Texas.

Landesign Services, Inc.
Ronald Reagan (FM 734)
Limits: **FM 3405 to Williams Drive**

Attachment C
Work Schedule

Work Authorization No. 2
SWA No. 1



Commissioners Court - Regular Session **25.**

Meeting Date: 10/03/2023

WSB T2444 WA1 SA2 CR201 from CR 200 to Umbrella Sky Ph 1

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 1 under Williamson County Contract between WSB & Associates, Inc. and Williamson County dated March 9, 2021 for CR 201 from CR 200 to Umbrella Sky Phase 1. This supplemental is to extend the expiration date to December 31, 2023 and to increase the maximum amount payable to $167,537.50. Funding source: P499

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WSB T2444 WA1 SA2 CR201 from CR 200 to Umbrella Sky Ph 1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/28/2023 08:54 AM
County Judge Exec Asst.	Becky Pruitt	09/28/2023 10:32 AM
Form Started By: Vicky Edwards		Started On: 09/21/2023 03:19 PM
Final Approval Date: 09/28/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2_
TO
WORK AUTHORIZATION NO. _1__

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
CR 201 (CR200 to Umbrella Sky) Phase 1

This Supplemental Work Authorization No. _2_ to Work Authorization No. __1_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 9, 2021 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _WSB& Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1__ dated effective June 8, 2021 (the "Work Authorization");

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

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

AGREEMENT

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

I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are not changed.

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

III. The Work Authorization shall terminate on December 31, 2023. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

IV. The maximum amount payable for services under the Work Authorization is hereby increased from $144,075.00 to $167,537.50. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
_____Daniel A. Rogers_____	_____
Printed Name	Printed Name
_____Principal_____	_____
Title	Title
____9/20/2023_____	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
CR 201

PROJECT DESCRIPTION

Project Limits
The project limits are from approximately 1100 ft north of Umbrella Skyway to CR 200 for approximately 2.0 miles.

Existing Facility
Existing 2-lane roadway with asphalt pavement. The existing right of way varies from 40 ft to 100 ft.

Proposed Facility
Proposed interim 2-lane roadway with 2 ft shoulders of an ultimate median arterial divided 6-lane curbed section with a raised median. The proposed ROW minimum width of 136 ft, from the project limits mention above.

Design Criteria
The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria. It is anticipated that in most cases the most stringent of the design criteria will be used.

1. PROJECT MANAGEMENT

   a. Communication:

      - Designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. Monthly Progress Report, Invoices, and Billings (**8** months assumed):

      - Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. Quality Assurance and Quality Control (QA/QC) Plan:

      - No supplemental efforts required

   d. Project Coordination & Administration:

      - Prepare and maintain routine project record keeping including records of meetings and minutes.
      - Correspondence and coordination will be handled through & with the concurrence of the GEC.
      - Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and

schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. Progress/Coordination Meetings (**1** external meetings assumed):

f. Project Schedule:

g. **Deliverables:**

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Files

2. ADDRESS 2ND AND 3RD SET OF FINAL SCHEMATIC REVIEW COMMENTS

a. Review comments

b. Coordinate with GEC for comment resolution

c. Implement roadway comment revisions; update schematic

d. Implement drainage comment revisions, update schematic, drainage report

- Calculate hydrology based on updated approach
- Revise hydraulic calculations and culvert design at 7 cross drainage locations
- Update detention/filtration requirements

e. **Deliverables:**

- Ultimate Schematic reflecting post-final submission review comments
- Ultimate Schematic drainage report reflecting post-final submission review comments

3. UPDATE ALIGNMENTS TO REFLECT REVISED PROJECT GOALS

a. Revise alignments and design criteria to meet project goals while minimizing ROW acquisition. Revise from original 120' ROW footprint to a ROW footprint that varies from 76' to 120' in order to minimize the number of parcel acquisitions.

b. Develop Design Waivers for geometric elements not meeting current design criteria

ATTACHMENT C
SCHEDULE FOR CR 201

- December 15, 2022 – Receive Final Schematic Review Comments
- January 15, 2023 – Submit Final Schematic incorporating Review Comments
- January 16, 2023 – July 15, 2023 – Review Final Schematic considering impacts of additional survey data
- September 30, 2023 – Close out WA#1 project

ATTACHMENT "D"

COUNTY ROAD 201 WA#1 Fee Estimate	Principal	Sr. Project Manager	Sr. Project Engineer	Project Engineer II	Graduate Engineer II	Engineering Specialist IV	Sr. Planner	Project Analyst II	Total Labor Hours	Task Cost
	$230.00	$210.00	$195.00	$160.00	$125.00	$160.00	$180.00	$115.00		
1. Project Management										
b. Develop monthly progress reports, Invoices, and billing (8 months assumed)	0.5	16							**16.5**	
TASK HOURS SUB-TOTALS	0.5	16	0	0	0	0	0	0	**16.5**	
TASK TOTALS	$115.00	$3,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$3,475.00**
2. Address additional review comments										
a. Review submittal comments		1							**1**	
b. Coordinate with GEC for comment resolution		1							**1**	
c. Implement roadway revisions, update schematic		2			0.6	5			**7.6**	
d. Implement drainage comments, update schematic, update drainage report			8	15					**22.5**	
TASK HOURS SUB-TOTALS		4	8	15	1	5	0		**32.1**	
TASK TOTALS		$840.00	$1,462.50	$2,400.00	$75.00	$800.00	$0.00			**$5,577.50**
3. Update Alignments to meet revised goals										
a. Revise alignment to minimize ROW acquisition from original 120 ' to varies from 76' to 120'		12		16	32	32				
b. Develop Design Waivers		1								
TASK HOURS SUB-TOTALS		13	0	16	32	32	0		**93**	
TASK TOTALS		$2,730.00	$0.00	$2,560.00	$4,000.00	$5,120.00	$0.00			**$14,410.00**
TOTAL WSB LABOR HOURS	0.5	20	7.5	15	0.6	5	0	0	48.6	
TOTAL WSB LABOR COSTS	$115.00	$6,930.00	$1,462.50	$4,960.00	$4,075.00	$5,920.00	$0.00	$0.00	$0.00	**$23,462.50**
OTHER DIRECT EXPENSES	**QUANTITY**		**UNIT**	**Rate**				**TOTAL**		
								$0.00		
Mileage			miles	$ 0.575				$0.00		
SUBTOTAL DIRECT EXPENSES								**$0.00**		
SUMMARY										
Subtotal Labor			**$23,462.50**							
Subtotal Direct Expenses			**$0.00**							
TOTAL WA#1 FEE			**$23,462.50**							

Commissioners Court - Regular Session **26.**

Meeting Date: 10/03/2023

Bennett Paving 23IFB27 CO1 Brushy Creek & Fern Bluff Ph2

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 23IFB27 for Bennett Paving Inc. in the amount of $46,999.54 for Brushy Creek and Fern Bluff Intersections Ph 2 Milling and Overlay. Funding source: 01.0200.0210.003599

Background

This Change Order is a balancing Change Order. All work has been completed. The original contract amount was $822,603.27. With the addition of this Change Order in the amount of $46,999.54, the final contract amount will be $869,602.81.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bennett Paving 23IFB27 CO1 Brushy Creek & Fern Bluff Ph2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/25/2023 01:47 PM
Form Started By: Vicky Edwards		Started On: 09/25/2023 10:29 AM
Final Approval Date: 09/25/2023		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Bennett Paving Inc.
2. Change Order Work Limits: Sta. _____ to Sta. _____
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 23IFB27

Roadway: *Brushy Creek and Fern Bluff Intersections Ph 2*

Purchase Order Number: _____

5. Describe the work being revised:

Miscellaneous difference in site conditions.

6. Work to be performed in accordance with Items: All
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes · No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9/19/2023

By _____

Typed/Printed Name Bryan Bennett

Typed/Printed Title President

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount increased by this change order: $46,999.54

RECOMMENDED FOR EXECUTION:

9/19/23
Project Manager / Construction Observer — Date

9/20/23
Design Engineer — Date

9/22/23
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

Change Order 1 *Project #* 23IFB27

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
	ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
1	310-6027	PRIME COAT (MC-30 OR AE-P)	GAL	$6.00	1,612.33	$9,674.00	(1,476.33)	136.00	$816.00	($8,858.00)
2	340-6122	D - GR HMA (SQ) TY- D PG70 - 22	TON	$250.00	2,279.00	$569,750.00	235.88	2,514.88	$628,720.00	$58,970.00
3	354-6045	PLANE ASPH CONC PAV (2")	SY	$4.91	14,840.22	$72,865.49	289.78	15,130.00	$74,288.30	$1,422.81
4	354-6057	PLANE ASPH CONC PAV (4")	SY	$9.80	3,385.56	$33,178.44	1,797.21	5,182.77	$50,791.15	$17,612.70
5	354-6128	PLANE ASPH CONC PAV (2.5" TO 4")	SY	$7.35	1,311.67	$9,640.75	(164.45)	1,147.22	$8,432.07	($1,208.68)
6	471-6005	RING & COVER	EA	$250.00	4.00	$1,000.00	(4.00)	0.00	$0.00	($1,000.00)
7	500-6001	MOBILIZATION	LS	$25,000.00	1.00	$25,000.00	0.00	1.00	$25,000.00	$0.00
8	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$30,000.00	1.00	$30,000.00	0.00	1.00	$30,000.00	$0.00
9	662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$5.00	2,830.30	$14,151.50	(2,250.30)	580.00	$2,900.00	($11,251.50)
10	662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	$5.00	10.60	$53.00	125.40	136.00	$680.00	$627.00
11	666-6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	$2.75	1,603.00	$4,408.25	(303.00)	1,300.00	$3,575.00	($833.25)
12	666-6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$7.05	1,481.00	$10,441.05	54.00	1,535.00	$10,821.75	$380.70
13	666-6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	$80.00	22.00	$1,760.00	(9.00)	13.00	$1,040.00	($720.00)
14	666-6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	EA	$90.00	17.00	$1,530.00	(6.00)	11.00	$990.00	($540.00)
15	666-6098	REF PAV MRK TY I(W)18"(YLD TRI)(090MIL)	EA	$125.00	5.00	$625.00	(1.00)	4.00	$500.00	($125.00)
16	666-6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	$0.65	890.00	$578.50	230.00	1,120.00	$728.00	$149.50
17	666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$1.75	453.00	$792.75	(288.00)	165.00	$288.75	($504.00)
18	666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$2.00	1,603.00	$3,206.00	(303.00)	1,300.00	$2,600.00	($606.00)
19	666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$2.00	1,481.00	$2,962.00	54.00	1,535.00	$3,070.00	$108.00
20	666-6184	REFL PAV MRK TY II (W) (ARROW)	EA	$40.00	22.00	$880.00	(9.00)	13.00	$520.00	($360.00)
21	666-6192	REFL PAV MRK TY II (W) (WORD)	EA	$45.00	17.00	$765.00	(6.00)	11.00	$495.00	($270.00)
22	666-6198	REFL PAV MRK TY II (W) 18" (YLD TRI)	EA	$50.00	5.00	$250.00	(1.00)	4.00	$200.00	($50.00)
23	666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.60	2,186.00	$1,311.60	(328.00)	1,858.00	$1,114.80	($196.80)
24	666-6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	$3.00	890.00	$2,670.00	230.00	1,120.00	$3,360.00	$690.00
25	666-6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	$3.00	453.00	$1,359.00	(288.00)	165.00	$495.00	($864.00)
26	666-6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$3.00	2,186.00	$6,558.00	(328.00)	1,858.00	$5,574.00	($984.00)
27	672-6007	REFL PAV MRKR TY I-C	EA	$7.00	125.00	$875.00	4.00	129.00	$903.00	$28.00
28	672-6009	REFL PAV MRKR TY II-A-A	EA	$27.00	11.00	$297.00	59.00	70.00	$1,890.00	$1,593.00
29	3019-6001	TRACKLESS TACK COAT	GAL	$6.00	2,295.16	$13,770.93	(785.16)	1,510.00	$9,060.00	($4,710.93)
30	7266-6003	ADJUST EXIST WATER VALVE AND COVER	EA	$250.00	9.00	$2,250.00	(6.00)	3.00	$750.00	($1,500.00)
31						$0.00	0.00			
32						$0.00	0.00			
33						$0.00	0.00			
34						$0.00	0.00			
35						$0.00	0.00			
						$0.00	0.00			
						$822,603.27			$869,602.81	$46,999.54

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **27.**

Meeting Date: 10/03/2023

KFriese 21RFSQ14 WA1 SA2 On Call Drainage

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 1 under Williamson County Contract between K Friese + Associates, LLC and Williamson County dated May 31, 2022 for On Call Small Drainage and Small Roadway Projects. This supplemental is to increase the maximum amount payable to $150,000.00. Funding source: 01.0200.0210.004100

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KFriese 21RFSQ14 WA1 SA2 On Call Drainage

Form Review

Inbox	Reviewed By	Date
Hal Hawes		09/26/2023 09:17 AM
County Judge Exec Asst.	Becky Pruitt	09/26/2023 09:12 PM
Form Started By: Vicky Edwards		Started On: 09/26/2023 08:41 AM
Final Approval Date: 09/26/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Small Drainage and Small Roadway Projects

This Supplemental Work Authorization No. _2__ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K Friese + Associates** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **April 25, 2023** (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$100,000.00** to **$150,000.00**. The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm 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 Firm 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 Firm.

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

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

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

FIRM:	**COUNTY:**
By: Charlotte Gilpin	By: _____
Signature	Signature
Charlotte Gilpin, PE	Bill Gravell, Jr.
Printed Name	Printed Name
Vice President	County Judge
Title	Title
September 25, 2023	_____
Date	Date

Attachment C - Work Schedule

K Friese + Associates will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **28.**

Meeting Date: 10/03/2023

Dunaway 1904-314 WA1 SA3 Cave Void Closure

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 1 under Williamson County Contract between Dunaway Associates and Williamson County dated September 10, 2019 for Structural Engineering Services Cave Void Closure Plans. This supplemental is to extend the expiration date to September 30, 2024. Funding source: 01.0200.0210.004100

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dunaway 1904-314 WA1 SA3 Cave Void Closure

Form Review

Inbox	Reviewed By	Date
Hal Hawes		09/26/2023 09:18 AM
County Judge Exec Asst.	Becky Pruitt	09/26/2023 09:15 PM
Form Started By: Vicky Edwards		Started On: 09/26/2023 09:05 AM
Final Approval Date: 09/26/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. _3__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Structural Engineering Services Cave Void Closure Plans

This Supplemental Work Authorization No. _3__ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 10, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Dunaway Associates (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective September 10, 2019 (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to September 30, 2024. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm 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 Firm 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 Firm.

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Luke Esser, PE	Bill Gravell, Jr.
Printed Name	Printed Name
Regional Manager	Williamson County Judge
Title	Title
9/26/2023	
Date	Date

Attachment C - Work Schedule

Dunaway & Associates will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **29.**

Meeting Date: 10/03/2023

Chasco Constructors 23IFB57 CO1 CR 207 HMAC Widening

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1 to contract number 23IFB57 for Chasco Constructors in the amount of $9,931.00 for CR 207 HMAC Widening. Funding source: P622

Background

This Change Order is a balancing Change Order. All work has been completed. The original contract amount was $1,034,443.00. With the addition of this Change Order in the amount of $9,931.00, the final contract amount will be $1,044,374.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chasco Constructors 23IFB57 CO1 CR 207 HMAC Widening

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 12:05 PM
Form Started By: Vicky Edwards		Started On: 09/26/2023 10:27 AM
Final Approval Date: 09/28/2023		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Chasco

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 23IFB57

Roadway: *CR207 Hmac Widening*

Purchase Order Number: _____

5. Describe the work being revised:

Miscellaneous difference in site conditions.

6. Work to be performed in accordance with Items: All
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 9/27/2023

By _____

Typed/Printed Name Charles King

Typed/Printed Title CFO / VP

The following information must be provided

Time Ext. #: _____ Days added on this CO: _____

Amount increased by this change order: $9,931.00

RECOMMENDED FOR EXECUTION:

9/28/23
Project Manager Date
Construction Observer

9/28/23
Design Engineer Date

9/29/23
Program Manager Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

WILLIAMSON COUNTY, TEXAS

Change Order 1 *Project #* 23IFB57

TABLE B: Contract Items

			ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)		NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
100-6002	PREP RIGHT OF WAY	STA	$500.00	140.00	$70,000.00	0.00	140.00	$70,000.00	$0.00
112-6004	SUBGRADE WIDENING (ORD COMP)	SY	$23.00	9,333.00	$214,659.00	0.00	9,333.00	$214,659.00	$0.00
132-6001	EMBANKMENT(FINAL)(ORD COMP)(TY A)	CY	$45.00	260.00	$11,700.00	0.00	260.00	$11,700.00	$0.00
160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$1.80	18,667.00	$33,600.60	0.00	18,667.00	$33,600.60	$0.00
164-6033	DRILL SEEDING (PERM)(RURAL)(SANDY)	SY	$0.20	18,667.00	$3,733.40	0.00	18,667.00	$3,733.40	$0.00
166-6001	FERTILIZER	AC	$725.00	4.00	$2,900.00	(4.00)	0.00	$0.00	($2,900.00)
168-6001	VEGETATIVE WATERING	MG	$18.00	1,158.00	$20,844.00	(1,158.00)	0.00	$0.00	($20,844.00)
340-6011	D - GR HMA (SQ) TY-B PG64-22	TON	$120.00	3,080.00	$369,600.00	145.00	3,225.00	$387,000.00	$17,400.00
340-6122	D - GR HMA (SQ) TY-D PG70-22	TON	$175.00	1,027.00	$179,725.00	93.00	1,120.00	$196,000.00	$16,275.00
500-6001	MOBILIZATION	LS	$97,681.00	1.00	$97,681.00	0.00	1.00	$97,681.00	$0.00
502-6001	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	$15,000.00	2.00	$30,000.00	0.00	2.00	$30,000.00	$0.00
					$0.00	0.00			
					$1,034,443.00			$1,044,374.00	$9,931.00

Commissioners Court - Regular Session **30.**

Meeting Date: 10/03/2023

Final plat for the Santa Rita Ranch Ph 5 Sec 4A 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 Santa Rita Ranch Phase 5, Section 4A subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 5 development. It consists of no lots and 2,331 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $861,241.50 has been posted with the County to cover the cost of the remaining construction.

Timeline

2023-08-15 – initial submittal of the final plat
2023-08-30 – 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
2023-09-21 – 3rd review complete with comments clear
2023-09-21 – receipt of final plat with signatures
2023-09-28 – final plat placed on the October 3, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

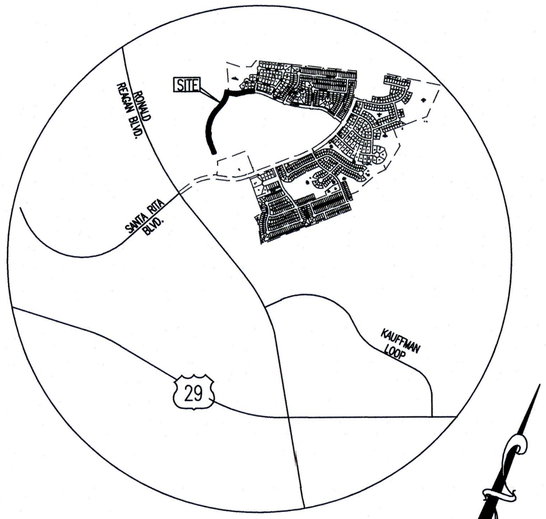
Attachments

final plat - Santa Rita Ranch Ph 5 Sec 4A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 11:18 AM
Form Started By: Adam Boatright		Started On: 09/28/2023 10:53 AM
Final Approval Date: 09/28/2023		

SANTA RITA RANCH PHASE 5, SECTION 4A
FINAL PLAT



VICINITY MAP
APPROX. SCALE:
1"=2000'

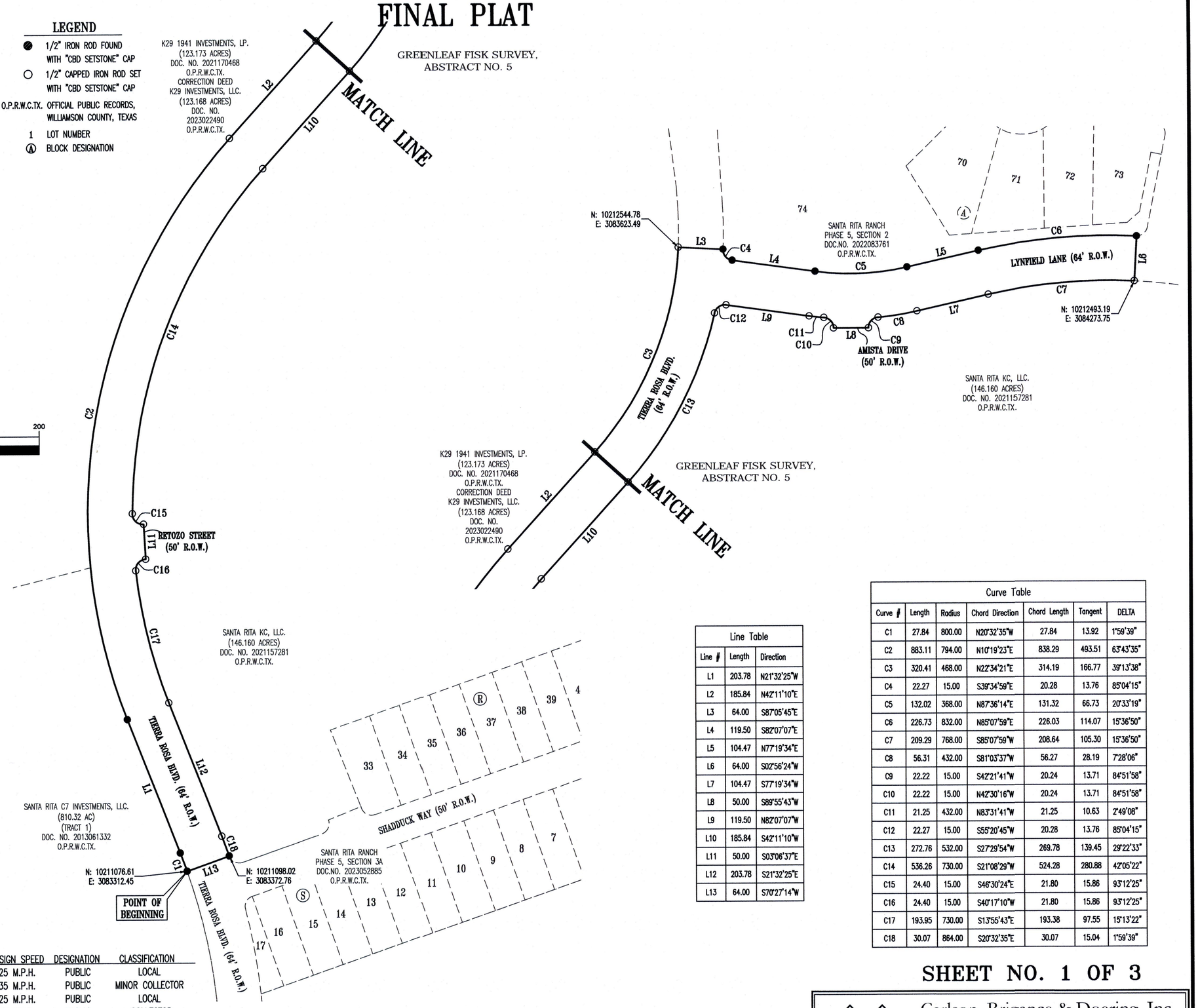
LEGEND

- ● 1/2" IRON ROD FOUND WITH "CBD SETSTONE" CAP
- ○ 1/2" CAPPED IRON ROD SET WITH "CBD SETSTONE" CAP
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.



DATE: SEPTEMBER 6, 2023

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL ACREAGE: 3.283 ACRES
SURVEY: GREENLEAF FISK SURVEY,
ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
AMISTA DRIVE	45'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
LYNFIELD LANE	630'	64' R.O.W.	44' FOC-FOC	35 M.P.H.	PUBLIC	MINOR COLLECTOR
RETOZO STREET	48'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TIERRA ROSA BLVD.	1,608'	64' R.O.W.	48' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
TOTAL	2,331'					

Line Table

Line #	Length	Direction
L1	203.78	N21°32'25"W
L2	185.84	N4Z°11'10"E
L3	64.00	S87°05'45"E
L4	119.50	S82°07'07"E
L5	104.47	N77°19'34"E
L6	64.00	S02°56'24"W
L7	104.47	S77°19'34"W
L8	50.00	S89°55'43"W
L9	119.50	N82°07'07"W
L10	185.84	S4Z°11'10"W
L11	50.00	S03°06'37"E
L12	203.78	S21°32'25"E
L13	64.00	S70°27'14"W

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	27.84	800.00	N20°32'35"W	27.84	13.92	1°59'39"
C2	883.11	794.00	N10°19'23"E	838.29	493.51	63°43'35"
C3	320.41	468.00	N22°34'21"E	314.19	166.77	39°13'38"
C4	22.27	15.00	S39°34'59"E	20.28	13.76	85°04'15"
C5	132.02	368.00	N87°36'14"E	131.32	66.73	20°33'19"
C6	226.73	832.00	N85°07'59"E	226.03	114.07	15°36'50"
C7	209.29	768.00	S85°07'59"W	208.64	105.30	15°36'50"
C8	56.31	432.00	S81°03'37"W	56.27	28.19	7°28'06"
C9	22.22	15.00	S4Z°21'41"W	20.24	13.71	84°51'58"
C10	22.22	15.00	N4Z°30'16"W	20.24	13.71	84°51'58"
C11	21.25	432.00	N83°31'41"W	21.25	10.63	2°49'08"
C12	22.27	15.00	S55°20'45"W	20.28	13.76	85°04'15"
C13	272.76	532.00	S27°29'54"W	269.78	139.45	29°22'33"
C14	536.26	730.00	S21°08'29"W	524.28	280.88	42°05'22"
C15	24.40	15.00	S46°30'24"E	21.80	15.86	93°12'25"
C16	24.40	15.00	S40°17'10"W	21.80	15.86	93°12'25"
C17	193.95	730.00	S13°55'43"E	193.38	97.55	15°13'22"
C18	30.07	864.00	S20°32'35"E	30.07	15.04	1°59'39"

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5515\Survey\PLAT – SANTA RITA 5-4A

SANTA RITA RANCH PHASE 5, SECTION 4A
FINAL PLAT

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO 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.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST 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 ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO 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.
3. 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.
4. MAINTENANCE RESPONSIBILITY OF 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.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/ GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. 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 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 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.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. 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.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. 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. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

METES AND BOUNDS

BEING A 3.283 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING OF A PORTION OF A CALLED 146.160 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 3.283 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE WEST TERMINUS OF TIERRA ROSA BOULEVARD (64' R.O.W), BEING AT THE NORTHWEST CORNER OF SANTA RITA RANCH PHASE 5, SECTION 3A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023052885, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING ON THE WEST LINE OF SAID 146.160 ACRE TRACT OF LAND, SAME ALSO BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR THE SOUTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS A CALLED 810.32 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC. BY DEED RECORDED IN DOCUMENT NUMBER 2013061332, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, WITH THE WEST LINE OF SAID 146.160 ACRE TRACT OF LAND, AND WITH THE EAST LINE OF A CALLED 123.173 ACRE TRACT OF LAND (TRACT 3) CONVEYED TO K29 1941 INVESTMENTS, LP BY DEED RECORDED IN DOCUMENT NUMBER 2021170468, AND CORRECTED TO BE A CALLED 123.168 ACRE TRACT OF LAND CONVEYED TO K29 INVESTMENTS, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023022490, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 800.00 FEET, AN ARC LENGTH OF 27.84 FEET, AND A CHORD THAT BEARS N20°32'35"W, A DISTANCE OF 27.84 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
2) N21°32'25"W, A DISTANCE OF 203.78 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 794.00 FEET, AN ARC LENGTH OF 883.11 FEET, AND A CHORD THAT BEARS N10°19'23"E, A DISTANCE OF 838.29 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) N42°11'10"E, A DISTANCE OF 185.84 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT, AND
5) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 468.00 FEET, AN ARC LENGTH OF 320.41 FEET, AND A CHORD THAT BEARS N22°34'21"E, A DISTANCE OF 314.19 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

THENCE, S87°05'45"E, OVER AND ACROSS SAID 146.160 ACRE TRACT, A DISTANCE OF 64.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE WEST LINE OF LOT 74, BLOCK A, SANTA RITA RANCH PHASE 5, SECTION 2, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022083761, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,

THENCE, OVER AND ACROSS SAID 146.160 ACRE TRACT, AND WITH THE SOUTH LINE OF SAID SANTA RITA RANCH PHASE 5, SECTION 2, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.27 FEET, AND A CHORD THAT BEARS S39°34'59"E, A DISTANCE OF 20.28 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
2) S82°07'07"E, A DISTANCE OF 119.50 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
3) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 368.00 FEET, AN ARC LENGTH OF 132.02 FEET, AND A CHORD THAT BEARS N87°36'14"E, A DISTANCE OF 131.32 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER
4) N77°19'34"E, A DISTANCE OF 104.47 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
5) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 832.00 FEET, AN ARC LENGTH OF 226.73 FEET, AND A CHORD THAT BEARS N85°07'59"E, A DISTANCE OF 226.03 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTH TERMINUS OF LYNFIELD LANE (64' R.O.W.), AND
6) S02°56'24"W, A DISTANCE OF 64.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE SOUTH TERMINUS OF SAID LYNFIELD LANE, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,

THENCE, CONTINUING OVER AND ACROSS SAID 146.160 ACRE TRACT OF LAND, THE FOLLOWING EIGHTEEN (18) COURSES AND DISTANCES, NUMBERED 1 THROUGH 18,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 768.00 FEET, AN ARC LENGTH OF 209.29 FEET, AND A CHORD THAT BEARS S85°07'59"W, A DISTANCE OF 208.64 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) S77°19'34"W, A DISTANCE OF 104.47 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 432.00 FEET, AN ARC LENGTH OF 56.31 FEET, AND A CHORD THAT BEARS S81°03'37"W, A DISTANCE OF 56.27 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
4) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.22 FEET, AND A CHORD THAT BEARS S42°21'41"W, A DISTANCE OF 20.24 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
5) S89°55'43"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
6) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.22 FEET, AND A CHORD THAT BEARS N42°30'16"W, A DISTANCE OF 20.24 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
7) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 432.00 FEET, AN ARC LENGTH OF 21.25 FEET, AND A CHORD THAT BEARS N83°31'41"W, A DISTANCE OF 21.25 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
8) N82°07'07"W, A DISTANCE OF 119.50 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
9) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.27 FEET, AND A CHORD THAT BEARS S55°20'45"W, A DISTANCE OF 20.28 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
10) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 532.00 FEET, AN ARC LENGTH OF 272.76 FEET, AND A CHORD THAT BEARS S27°29'54"W, A DISTANCE OF 269.78 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
11) S42°11'10"W, A DISTANCE OF 185.84 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
12) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 730.00 FEET, AN ARC LENGTH OF 536.26 FEET, AND A CHORD THAT BEARS S21°08'29"W, A DISTANCE OF 524.28 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
13) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.40 FEET, AND A CHORD THAT BEARS S46°30'24"E, A DISTANCE OF 21.80 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
14) S03°06'37"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
15) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.40 FEET, AND A CHORD THAT BEARS S40°17'10"W, A DISTANCE OF 21.80 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
16) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 730.00 FEET, AN ARC LENGTH OF 193.95 FEET, AND A CHORD THAT BEARS S13°55'43"E, A DISTANCE OF 193.38 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
17) S21°32'25"E, A DISTANCE OF 203.78 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, AND
18) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 864.00 FEET, AN ARC LENGTH OF 30.07 FEET, AND A CHORD THAT BEARS S20°32'35"E, A DISTANCE OF 30.07 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE EAST TERMINUS OF SAID TIERRA ROSA BOULEVARD, BEING ON THE NORTH LINE OF SAID SANTA RITA RANCH PHASE 5, SECTION 3A, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S70°27'14"W, WITH THE TERMINUS LINE OF SAID TIERRA ROSA BOULEVARD AND THE NORTH LINE OF SAID SANTA RITA RANCH PHASE 5, SECTION 3A, A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 3.283 ACRES OF LAND.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 5, SECTION 4A
FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER OF THAT CERTAIN CALLED 146.160 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE SAID 3.283 ACRE 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,

"SANTA RITA RANCH PHASE 5, SECTION 4A FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 7 DAY OF September, 20 23.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 7th DAY OF September, 20 23 A.D.

Ashley Cuellar Sousa
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,

A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 7th DAY OF September, A.D., 2023.

BY: Araceli Hernández
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES 06-02-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 9/21/2023
PAUL BRANDENBURG, CITY MANAGER — DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 8 DAY OF September, 2023 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Cindy Bridges
PRINTED NAME

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 9/7/2023
STEVEN P. CATES, P.E. NO. 93648 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 07SEP2023
AARON V. THOMASON, R.P.L.S. NO. 6214 — DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 3 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5515\Survey\PLAT – SANTA RITA 5-4A

Commissioners Court - Regular Session **31.**

Meeting Date: 10/03/2023

Amended plat of Lots 3 & 4 Block S Santa Rita Ranch Ph 5 Sec 3B 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 amended plat of Lots 3 & 4, Block S, Santa Rita Ranch Phase 5, Section 3B subdivision – Precinct 2.

Background

This is an amended plat for Lots 3 and 4, Block S, of the Santa Rita Ranch Phase 5 Section 3B subdivision. It consists of 2 single family lots and no new roads. The purpose of this amended plat is to correct an error in courses and distances of lot lines between two adjacent lots.

Timeline

2023-08-16 – initial submittal of the amended plat
2023-09-16 – 1st review complete with minor comments
2023-09-18 – 2nd submittal of amended plat
2023-09-21 – receipt of amended plat with signatures
2023-09-27 – 2nd review complete with comments clear
2023-09-28 – amended plat placed on the October 3, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

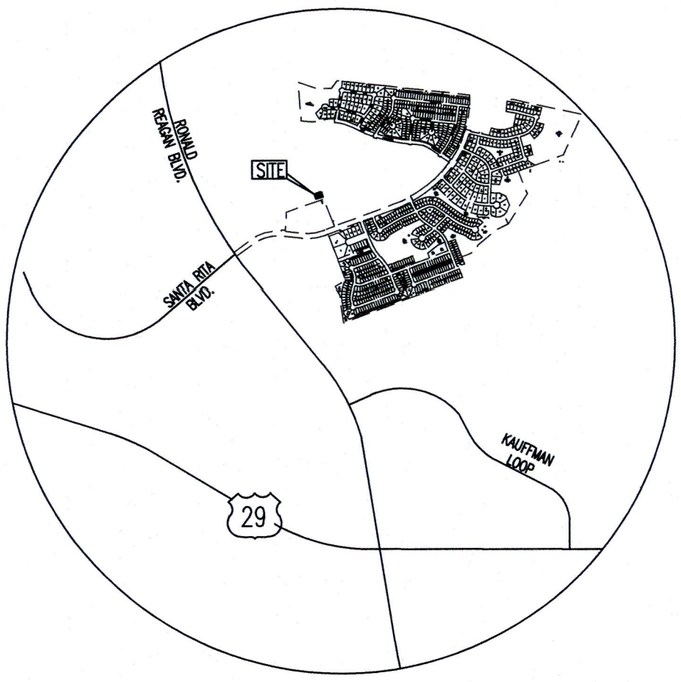
Attachments

amended plat - SRR Ph 5 Sec 3B Lots 3&4 Blk S

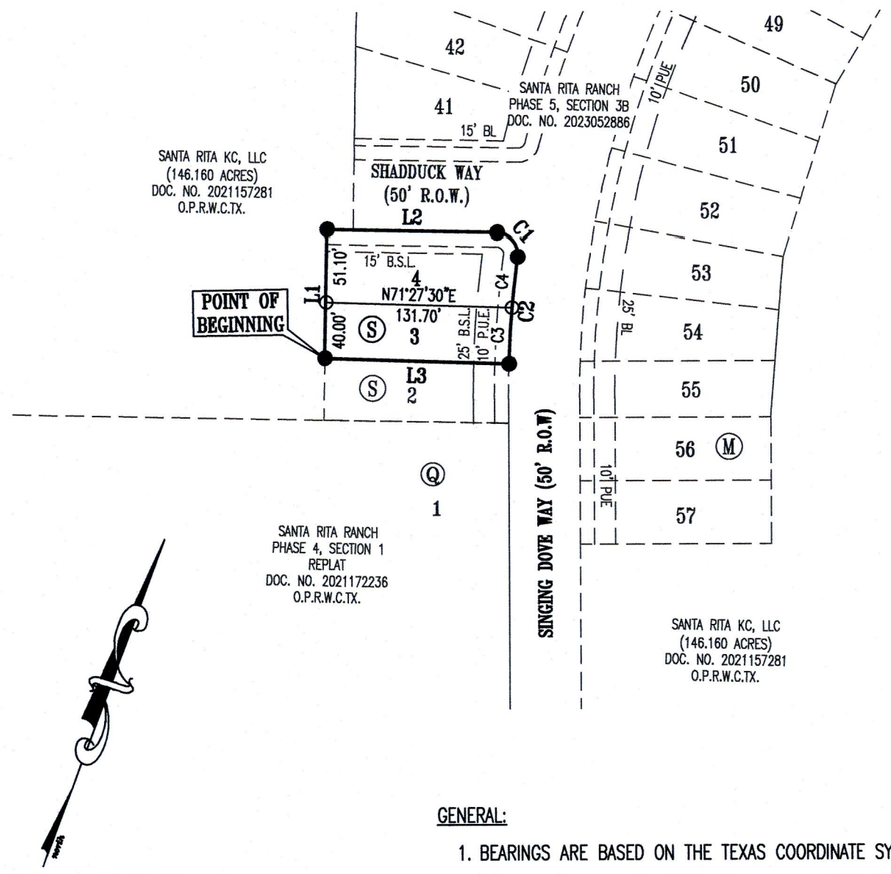
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 11:18 AM
Form Started By: Adam Boatright		Started On: 09/28/2023 10:56 AM
Final Approval Date: 09/28/2023		

AMENDED PLAT OF LOTS 3 AND 4, BLOCK S, SANTA RITA RANCH PHASE 5, SECTION 3B



VICINITY MAP
APPROX. SCALE:
1"=2000'



Line Table		
Line #	Length	Direction
L1	91.10	N19°19'37"W
L2	120.20	N70°40'23"E
L3	130.05	S71°27'30"W

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	25.35	15.00	S60°55'08"E	22.44	16.90	96°48'57"
C2	76.31	725.00	S15°31'35"E	76.27	38.19	6°01'50"
C3	40.02	725.00	N16°57'37"W	40.02	20.02	3°09'46"
C4	36.29	725.00	N13°56'42"W	36.29	18.15	2°52'04"

LEGEND

- ○ CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- ● CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

METES AND BOUNDS

BEING A 0.279 ACRE (12,142 SQ.FT.) TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 3 AND 4, BLOCK S, SANTA RITA RANCH PHASE 5, SECTION 3B, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023052886, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.279 ACRE (12,142 SQ.FT.) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHWEST CORNER OF SAID LOT 3, BEING AT THE NORTHWEST CORNER OF LOT 2, BLOCK S, SAID SANTA RITA RANCH PHASE 5, SECTION 3B, FOR THE SOUTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N19°19'37"W, WITH THE COMMON LINE OF SAID LOT 3 AND 4, AND OVER AND ACROSS A CALLED 146.160 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NUMBER 2021157281, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, A DISTANCE OF 91.10 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHWEST CORNER OF SAID LOT 4, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N70°40'23"E, WITH THE NORTH LINE OF SAID LOT 4, PASSING THE SOUTHWEST TERMINUS OF SHADDUCK WAY (50' R.O.W.), AND CONTINUING FOR A TOTAL DISTANCE OF 120.20 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE INTERSECTION OF THE SOUTH LINE OF SAID SHADDUCK WAY AND THE WEST RIGHT-OF-WAY LINE OF SINGING DOVE WAY (50' R.O.W), BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE COMMON LINE OF SAID SINGING DOVE WAY, SAID LOT 4, AND SAID LOT 3, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 25.35 FEET, AND A CHORD THAT BEARS S60°55'08"E, A DISTANCE OF 22.44 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT, AND
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 725.00 FEET, AN ARC LENGTH OF 76.31 FEET, AND A CHORD THAT BEARS S15°31'35"E, A DISTANCE OF 76.27 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF SAID LOT 3, BEING AT THE NORTHEAST CORNER OF SAID LOT 2, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S71°27'30"W, WITH THE COMMON LINE OF SAID LOT 3 AND SAID LOT 2, A DISTANCE OF 130.05 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.279 ACRES (12,142 SQ.FT.) OF LAND.

DATE: SEPTEMBER 18, 2023

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

TOTAL ACREAGE: 0.279 ACRES
SURVEY: GREENLEAF FISK SURVEY,
ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS	2
SINGLE FAMILY LOTS:	2

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83. SURVEY DATE: JUNE 28, 2023.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO 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.
4. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS AMENDED PLAT IS SUBJECT TO ALL APPLICABLE NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF SANTA RITA RANCH PHASE 5, SECTION 3B, AS RECORDED IN DOCUMENT NO. 2023052886 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
5. ALL PROPOSED ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST 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 ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNITL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. 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.
4. MAINTENANCE RESPONSIBILITY OF 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.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. 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 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 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.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. 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.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. 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. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

SHEET NO. 1 OF 2

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5380\Survey\AMENDED PLAT - LOTS 3 AND 4, BLOCK C, SANTA RITA RANCH 5-3B

AMENDED PLAT OF LOTS 3 AND 4, BLOCK S, SANTA RITA RANCH PHASE 5, SECTION 3B

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER OF 0.279 ACRES, BEING LOTS 3 AND 4, BLOCK S, SANTA RITA RANCH PHASE 5, SECTION 3B, A SUBDIVISON RECORDED IN DOCUMENT NUMBER 2023052886, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE SAID 0.279 ACRE 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, **"AMENDED PLAT OF LOTS 3 AND 4, BLOCK S, SANTA RITA RANCH PHASE 5, SECTION 3B"**

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF September, 2023.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 19th DAY OF September, 2023 A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 19 DAY OF September, A.D., 2023.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES 6-02-2024

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____
PAUL BRANDENBURG, CITY MANAGER
CITY OF LIBERTY HILL, TEXAS

9/21/2023
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 19th DAY OF September, 2023 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Teresa Baker
PRINTED NAME

STATE OF TEXAS:

COUNTY OF TRAVIS:

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 9/19/2023
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, ERIC JOHN DANNHEIM R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 9/19/2023
ERIC JOHN DANNHEIM, R.P.L.S. NO. 6075 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
Edannheim@cbdeng.com

STATE OF TEXAS
REGISTERED
ERIC JOHN DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE_____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 2 OF 2

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5380\Survey\AMENDED PLAT – LOTS 3 AND 4, BLOCK C, SANTA RITA RANCH 5-3B

Commissioners Court - Regular Session **32.**

Meeting Date: 10/03/2023

Breast Cancer Awareness Month

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proclamation naming the month of October as Breast Cancer Awareness Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Breast Cancer Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 10:47 AM
Form Started By: Pierce Kathy		Started On: 09/28/2023 09:48 AM
Final Approval Date: 09/28/2023		

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

That on the 3rd day of October 2023, the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

WHEREAS, breast cancer is the second most common cancer in American women, with 1 in 8 women diagnosed with breast cancer in her lifetime; and

WHEREAS, there is a breast cancer diagnosis every two minutes in the United States, and it is estimated that there will be 297,790 cases of invasive breast cancer identified in 2023 and 55,720 new cases of non-invasive breast cancer; and

WHEREAS, advances in early detection and treatment has significantly increased the 5-year survival rate to 99% when it is identified in an early localized stage, providing hope for the 3.8 million breast cancer survivors in the United States; and

WHEREAS, the early detection of breast cancer through mammography and other breast exams helps find breast cancer earlier when it is more easily treated, and is the best defense against receiving a late-stage breast cancer diagnosis; and

WHEREAS, Texas ranks 33rd in the nation for women being current on breast cancer screening, but Williamson County is helping improve access to preventative breast cancer screening for women in Williamson County.

NOW, THEREFORE BE IT PROCLAIMED, that the Williamson County Commissioners Court does hereby proclaim October as "Breast Cancer Awareness Month" and encourages all women who have not received their recommended screening to make a mammogram appointment, provided at no cost through available community resources and through many health insurance plans.

PROCLAIMED THIS 3RD DAY OF OCTOBER.

_____
Bill Gravell, Jr. – County Judge

Commissioners Court - Regular Session **33.**

Meeting Date: 10/03/2023

Fentanyl Poisoning Awareness Week

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proclamation naming the month of October as "Fentanyl Poisoning Awareness Month".

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fentanyl Awareness Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 10:47 AM
Form Started By: Pierce Kathy		Started On: 09/28/2023 10:07 AM
Final Approval Date: 09/28/2023		

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

That on the 3rd day of October 2023, the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Bill Gravell, Jr., County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Russ Boles, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

PROCLAMATION

WHEREAS, the United States has a Fentanyl crisis and according to the DEA Administrator "fentanyl remains the most dangerous drug threat facing our country" and there were 70,601 deaths in 2022; and

WHEREAS, according to the Drug Enforcement Agency (DEA) there was more than 58.3 million pills containing fentanyl and more than 13,000 pounds of fentanyl powder seized by the DEA in 2022, with the drug coming in a variety of colors, shapes and forms which are often purposefully mixed with other drugs to make them cheaper, more powerful, more dangerous and more addictive; and

WHEREAS, the synthetic opioid is 50 times more potent than heroin and 100 times more potent than morphine, and only two milligrams of fentanyl is considered a lethal dose, killing victims that are unaware that they ingested the deadly drug; and

WHEREAS, the fentanyl crisis is growing in Texas, with fentanyl accounting for 212 deaths or 8.26% of all drug poisoning deaths in 2018 and alarmingly the data shows an increase to over 45% of deaths in 2023, with 2,189 Texans dying due to fentanyl in 2022; and

WHEREAS, Governor Abbott made fighting the fentanyl crisis an emergency item for lawmakers during the 88th Regular Legislative Session, passing several bills this session, including HB 6, HB 3144, HB 3908 and SB 867; and

WHEREAS, these bills increase criminal penalties and collection of fentanyl deaths data, establish October as "Fentanyl Poisoning Awareness Month", require public schools to educate students in 6th to 12th grades on the dangers of fentanyl, and allows distribution of NARCAN in colleges and universities; and

WHEREAS, the Central Texas Overdose Task Force was created on May 1st to bring together the DEA, Homeland Security, National Guard, law enforcement and non-profit organization to investigate deaths, connect individuals with substance abuse disorders with rehabilitative services, and educate the public on the dangers of the fentanyl crisis; and

NOW THEREFORE BE IT PROCLAIMED, that the Williamson County Commissioners Court recognizes the month of October as "Fentanyl Poisoning Awareness Month" and encourages all to speak with friends and loved ones about the dangers of fentanyl, the resources that are available and to fight to stop the crisis that is taking so many young lives, far too early.

PROCLAIMED THIS 3rd DAY OF OCTOBER 2023.

_____
Bill Gravell, Jr. – County Judge

Commissioners Court - Regular Session **34.**

Meeting Date: 10/03/2023

Proclamation-National Domestic Violence Awareness Month for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proclamation recognizing the month of October to be National Domestic Violence Awareness Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Domestic Violence Awareness Month

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/18/2023 11:54 AM
Form Started By: Starla Hall		Started On: 09/11/2023 01:30 PM
Final Approval Date: 09/18/2023		

PROCLAMATION

WHEREAS, the crime of domestic violence violates fundamental human rights and dignity due to the systematic use of physical, emotional, sexual, psychological and economic control; and

WHEREAS, People affected by domestic violence suffer from a range of pains, without regard to their age, racial background, gender, religious beliefs, or economic status and;

WHEREAS, the impact of domestic violence is wide-ranging, directly affecting victims' children, families, and entire communities, throughout the United States and the world, and;

WHEREAS, our society has a moral obligation to take steps to prevent, address, and end domestic violence by protecting the vulnerable members of it and making the issue a national priority and;

WHEREAS, the Victim Service Units from the Williamson County Sheriff's Office, Williamson County District Attorney Office, Williamson County Attorney's Office, Round Rock PD, Taylor PD, Georgetown PD, Cedar Park PD, Leander PD, Hutto PD, the Department of Public Safety, and Hope Alliance have partnered together to promote Domestic Violence Awareness in our local communities, including conducting a county-wide donation drive to collect items for The Hope Alliance shelter and;

WHEREAS, last year Hope Alliance provided a total of 4,068 Hotline calls and Fielded 522 online Crisis Chat Requests; Clients served other than Calls or Chats total of 1,169; provided 7,115 Nights of Safety for 194 clients who spent time in the Shelter; provided 26,476 face-to-face Counseling and Advocacy sessions for clients; and

WHEREAS, last year Hope Alliance provided 3 Law Enforcement Accompaniments, 24 Court Accompaniments and 206 S.A.N.E. Accompaniments

NOW THEREFORE, BE IT PROCLAIMED, that the Commissioners Court of Williamson County, State of Texas, hereby proclaims the month of October 2023 as

National Domestic Violence Awareness Month

And call upon the people of Williamson County to recognize and support the important work accomplished by all area Law Enforcement agencies, County and District Attorney Offices and Hope Alliance

Dated this 3rd day of October 2023

_____

Judge Bill Gravell

Commissioners Court - Regular Session **35.**

Meeting Date: 10/03/2023

National Chiropractic Health Month 2023

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation declaring October 2023 as National Chiropractic Health Month in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

National Chiropractic Health Month Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/26/2023 09:16 PM
Form Started By: Garry Brown		Started On: 09/26/2023 03:51 PM
Final Approval Date: 09/26/2023		

PROCLAMATION

WHEREAS, About 20 percent of adults in the United States – one in five – experience chronic pain, which lasts more than three months; and

WHEREAS, New cases of chronic pain occur more frequently among adults than new cases of other common chronic conditions, such as diabetes and high blood pressure; and

WHEREAS, In the U.S., musculoskeletal conditions – a common cause of chronic pain – result in more than 130 million healthcare visits annually, making them the No. 1 reason people visit their doctors; and

WHEREAS, Low back pain, which ranks among the most common forms of chronic pain, has been one of the leading reasons why people are prescribed opioids; and the number of people worldwide living with back pain is projected to increase by 36% to 842 million over the next 30 years; and

WHEREAS, According to the Centers for Disease Control and Prevention (CDC), one in four patients who receive prescription opioids long term for non-cancer pain struggle with addiction; and

WHEREAS, The American College of Physicians' low-back pain treatment guidelines promote the use of non-invasive, non-drug approaches such as spinal manipulation as a first line of defense against back pain, before the use of pain medications and surgery; and

WHEREAS, CDC's 2022 Clinical Practice Guideline for Prescribing Opioids promotes "diverse approaches and varied pain management solutions" and specifically encourages use of non-opioid/non-pharmacological therapies as a first line of treatment against subacute and chronic pain; and

WHEREAS, Chiropractic doctors play a key role in helping patients manage pain and lessen their reliance on prescription pain medications with their evidence-based, patient-centered non-drug approach; and

WHEREAS, With the theme "Chiropractic: Relieve, Restore, Resume," National Chiropractic Health Month 2023 reminds citizens of Williamson County that non-drug treatments for low back, neck, and joint pain, such as spinal manipulation and other chiropractic services, can help relieve pain and restore joint function, thereby helping people to resume their lives and the activities that matter most;

NOW THEREFORE BE IT RESOLVED, Williamson County Commissioners Court joins with the American Chiropractic Association (ACA) and Texas Chiropractic Association (TCA) in proclaiming the month of October 2023 as National Chiropractic Health Month.

Passed by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **36.**

Meeting Date: 10/03/2023

National 4-H Week

Submitted By: Amy Hays, Extension Service

Department: Extension Service

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to proclaim October 1-7, 2023, as National 4-H Week in Williamson County. Presentation by Williamson County 4-H members.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

National 4-H Week Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/26/2023 09:12 PM
Form Started By: Amy Hays		Started On: 09/26/2023 08:24 AM
Final Approval Date: 09/26/2023		

National 4-H Week Proclamation

WHEREAS, The Williamson County Commissioner's Court is proud to honor the Texas 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 115 years of providing experience-based education to youth throughout the Lone State State; and

WHEREAS, This admirable program, which seeks to provide a learning experience for all youth through their head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, The program's more than 550,000 urban, suburban, and rural youth participants, ranging in age from eight to eighteen, come from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its' more than 30,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans through its innovative and inspiring programs, and continues to build character and instill the values that have made our state strong. Now, therefore, be it

RESOLVED, The Williamson County Commissioner's Court, hereby designate October 1-7, 2023, as National 4-H Week in Texas, and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

County Judge

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

Date

Date

Commissioners Court - Regular Session **37.**

Meeting Date: 10/03/2023

October 2023 Wellness Updates

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the October 3, 2023, Wellness Updates.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October 2023 Wellness Updates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 10:45 AM
Form Started By: Shelley Loughrey		Started On: 09/28/2023 09:35 AM
Final Approval Date: 09/28/2023		

WELLNESS UPDATE

10/03/2023

WILCO ONE

one body one mind one you one place

October is Cancer Awareness Month

❖Navigate and Choice Plus Plans –

➢Mammograms and Colonoscopies Preventative screenings are covered at 100% at age 40

Diagnostic covered 100% at any age

❖ HSA Plan –

➢ Mammograms and Colonoscopies Preventative screening covered 100% at age 40

➢ After meeting deductible – Diagnostic covered at 100% at any age

WELLNESS ACTIONS ~ 58 DAYS REMAINING! ⌛

- ❖ Must show as complete in the Virgin Pulse system by end of day 12/15/23
- ❖Processing of forms may take up to 2 weeks
- ❖Ideally have items turned in no later than 12/01/2023
- ❖ Both Employee and their covered spouse must complete
- ❖Check your Virgin Pulse account to see if items are marked complete
- ❖Missing checkmarks mean missing items!

Commissioners Court - Regular Session **38.**

Meeting Date: 10/03/2023

Reappointment Of Williamson County Fire Marshal

Submitted For: Hank Jones

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

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the reappointment of Hank Jones as the Williamson County Fire Marshal for a two-year term commencing October 31, 2023, subject to the conditions of employment and employment policies of all Williamson County employees, pursuant to Local Government Code Section 352.011 (b).

Background

This is a reappointment of the Williamson County Fire Marshal, where Hank Jones has served since October 29, 2019.

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	09/25/2023 01:40 PM
Form Started By: Hank Jones		Started On: 09/21/2023 03:01 PM
Final Approval Date: 09/25/2023		

Commissioners Court - Regular Session **39.**

Meeting Date: 10/03/2023

Official Bond and Oath for Williamson County Fire Marshal

Submitted For: Hank Jones

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

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Official Bond and Oath for Hank Jones, Williamson County Fire Marshal, in the amount of $10,000.00 pursuant to Local Government Code 352.012, effective October 31, 2023, through October 31, 2025.

Background

This is a reappointment of the Williamson County Fire Marshal, where Hank Jones has served since October 29, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fire Marshal Bond

Oath of Office

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/25/2023 01:41 PM
Form Started By: Hank Jones		Started On: 09/21/2023 03:32 PM
Final Approval Date: 09/25/2023		

MERCHANTS
BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Williamson County } ss.

Bond No. [redacted]

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Hank Lee Jones, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Williamson County Judge Bill Gravell Jr., his successors in office, in the sum of Ten Thousand Dollars ($10,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 31st day of October, 2019, duly Appointed to the office of County Fire Marshal in and for Williamson County County in the State of Texas, for a term beginning the 31st day of October, 2023 and ending the 31st day of October, 2025.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall
"faithfully perform the duties of office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 8th day of May, 2023.

Hank Lee Jones
Principal

Hank Lee Jones
MERCHANTS BONDING COMPANY (Mutual)
By: Lori Bogart
Lori Bogart Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of _____ } ss.

Before me, _____, a notary public, on this day personally appeared Hank Lee Jones known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____

this _____ day of _____, _____

SEAL

_____ County, Texas.

PO 0123 TX (2/15)

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____

_____

SEAL

_____ County, Texas

_____

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____

_____

SEAL

_____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at _____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page _____

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Lori Bogart

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of May, 2023.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of May, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of May, 2023.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

MERCHANTS
BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 · DES MOINES, IOWA 50306-3498 · (800) 678-8171 · (515) 243-3854 FAX

TEXAS ENDORSEMENT

The following has been added, and supersedes any provision to the contrary.

The following actions shall be commenced within 2 years and 1 day from the date the cause of action first accrues:

1. Any claim, action, suit or proceeding against the Surety.

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 · DES MOINES, IOWA 50306-3498 · (800) 678-8171 · (515) 243-3854 FAX

IMPORTANT NOTICE

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

Merchants Bonding Company (Mutual)
To get information or file a complaint with your insurance company:

Call: Compliance Officer at 800-678-8171

Toll-free: 1-800-678-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, IA 50306-3498

To get insurance information you may also contact your agent:
Evans Ewan & Brady Insurance Agency Inc

Call: 512-869-1511

Mail: 2404 Williams Dr Georgetown, TX 78628

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

EVANS, EWAN & BRADY
Insurance Agency, Inc.
2404 Williams Drive, Georgetown, Texas 78628

Telephones:
(512) 863-5503
(512) 869-1511
Fax: (512) 863-5504

INVOICE

Entered by: LHR
Entered on: 07/11/2023
Producer: AGY

Williamson County Fire Marshal
911 Tracy Chambers Lane
Georgetown, TX 78626

Customer	Date	Invoice#
19491	10/31/2023	437784
Policy Number	**Policy Effective**	**Policy Expiration**
[redacted]	10/31/2023	10/31/2025

Please detach and return with remittance

Amount Remitted $_____

Company	Classification	Transaction	Description	Premium	Credit
Merchants Bonding Co	Bond	Renewal Business		93.00	
Merchants Bonding Co	Bond	AGENCY FEE		50.00	

PREMIUMS ARE DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY

Please Pay This Amount **143.00**

Paid 9/13/23

Printed Wednesday September 20, 2023 at 9:17AM

Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Hank Lee Jones, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Williamson County Fire Marshal of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

_____
Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal, only if oath administered by a notary.)

_____
Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

_____
Printed or Typed Name

Commissioners Court - Regular Session **40.**

Meeting Date: 10/03/2023

Appoint Members of the Sexual Assault Response Team

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to appoint members of the Sexual Assault Response Team as required by Section 351.252, Texas Local Government Code.

Background

On December 7, 2021, the Commissioners Court created a sexual assault response team (SART) and appointed the initial members. Appointment of these statutory SART members for FY2024 is recommended and requested.

Required Core Member	Designee or Representative
the chief administrator, or the chief administrator ’s designee, of a sexual assault program that provides services for the county	Jimmie Gabel Vice President of Programs Williamson County Crisis Center dba Hope Alliance
a prosecutor with jurisdiction in the county over cases involving sexual assault committed against adults	Ryan Bownds Chief Prosecutor - Special Victims Unit District Attorney’s Office
the chief, or the chief ’s designee, of the municipal police department with the largest population in the county, provided a municipality in the county has a municipal police department	Commander Tom Sloan Criminal Investigations Division Round Rock Police Department
the sheriff or the sheriff ’s designee	Lieutenant Jason Braeutigam Williamson County Sheriff’s Office
a sexual assault nurse examiner or forensic examiner from a facility that conducts sexual assault forensic exams for the county	Crystal Love Executive Director Brave Alliance
a behavioral health services provider operating in the county or, if the county does not have a behavioral health services provider, a representative from the county health department	Andrea Richardson Bluebonnet Trails

other persons the presiding officer of the response team considers necessary for the operation of the response team or as recommended by the response team	Lieutenant Bobby Vernengo Cedar Park Police Department

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	09/28/2023 10:45 AM
Form Started By: Grace Frias		Started On: 09/28/2023 09:26 AM
Final Approval Date: 09/28/2023		

Commissioners Court - Regular Session **41.**

Meeting Date: 10/03/2023

Policy Exception for new SVU VAC position

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy exception for a new hire for the new SVU VAC position in the District Attorney's Office.

Background

The District Attorney requests a policy exception on the newly created Special Victim Unit Victim Assistance Coordinator position (position number 2110) to successfully recruit an applicant with extensive experience as a Victim Assistance Coordinator to facilitate the integration of the Special Victim Unit with the felony trial teams. The addition of an experienced individual with a directly relevant skill set is critical and necessary for the most optimal transition and integration between the Special Victims Unit and the felony Trial Division. This exception request seeks to keep the position grade at B.24, but with a salary of $58,000 to match the applicant's current pay.

As precedent for this policy exception, see this Court's unanimous approval, without discussion, of Item 37 on the September 26, 2023 Agenda, granting a salary that is 33.5% above the B-Grade minimum for the Risk Claim's Administrator position in the General Counsel's Office.

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	09/28/2023 10:46 AM
Form Started By: Grace Frias		Started On: 09/28/2023 09:37 AM
Final Approval Date: 09/28/2023		

Commissioners Court - Regular Session **42.**

Meeting Date: 10/03/2023

Policy exception for new Felony Prosecutor II position

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy exception for a new hire for the new Felony Prosecutor II position in the District Attorney's Office.

Background

The District Attorney requests a policy exception for the new Felony Prosecutor II position (position number 2111) to successfully recruit an applicant with extensive experience as a felony Child Abuse Prosecutor to facilitate the integration of the Special Victim Unit prosecutors with the felony trial teams. The addition of an experienced individual with a directly relevant skill set is critical and necessary for the most optimal transition and integration between the Special Victims Unit and the felony Trial Division. This exception request seeks to keep the position grade at B.39, but with a salary of $125,000 to match the applicant's current pay.

As precedent for this policy exception, see this Court's unanimous approval, without discussion, of Item 37 on the September 26, 2023 Agenda, granting a salary that is 33.5% above the B-Grade minimum for the Risk Claim's Administrator position in the General Counsel's Office.

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	09/28/2023 10:46 AM
Form Started By: Grace Frias		Started On: 09/28/2023 09:41 AM
Final Approval Date: 09/28/2023		

Commissioners Court - Regular Session **43.**

Meeting Date: 10/03/2023

SB8 Program EMS Recruitment & Retention

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Williamson County EMS the ability to participate in the Emergency Medical Services (EMS) Workforce Recruitment and Retention program.

Background

The 87th Texas Legislature, through Senate Bill 8, provided the Texas Department of State Health Services (DSHS) with $21.7 million funding for the recruitment and retention of EMS personnel. DSHS in turn provided the local Regional Advisory Councils (RAC) with funds to assist with the education and retention of EMS personnel. The program is intended to provide funding to current WilCo EMS employees to attend Advanced EMT or Paramedic school through awarding scholarships to eligible employees. The EMS department will sponsor the employee and in exchange the employee receives up to $8,000 in scholarship to attend AEMT or paramedic class. Upon completion of the course the employee must pass the required testing within 90 days. Once certified the employee must work for WilCo EMS for 2 years or they may be required to pay the funds back. Funds are provided by the State of Texas. There is no match for the employer. In the event the employee does not complete the program or required work time the county must make a good faith effort to recoup the funds. If unsuccessful it will be referred to the local RAC and the state. The EMS department is responsible for completing the application, sending payment to the school, and reporting to CATRAC once the employee has completed their work requirement. There is no financial liability to the County if the employee does not meet the scholarship requirements. The program has been reviewed by WilCo Legal, Audit, HR, and Budget offices.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Form

RAC Packet

DSHS Playbook

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/19/2023 09:57 AM
County Judge Exec Asst.	Becky Pruitt	09/20/2023 08:34 AM
Form Started By: Michael Knipstein		Started On: 09/19/2023 09:53 AM
Final Approval Date: 09/20/2023		

Grant Title/Project Name:	EMS Workforce Recruitment and Retention
Department:	EMS
Requestor:	Mike Knipstein
Contact Email:	mknipstein@wilco.org
Contact Phone Number:	512-943-1224
Start Date:	10/3/2023
End Date:	12/31/2024
Please select request category:	Scholorship for current employees to attend paramedic school
Describe the purpose of the grant in detail to include all requirements.	The grant is intended to provide funding to current WilCo EMS employees to attend Advanced EMT or Paramedic school through awarding scholorships to eligible employees. The department will sponsor the employee and in exchange the employee receives up to $8,000 in scholorship to attend an AEMT or paramedic class. Upone completion of the course the employee must pass the required testing within 90 days. Once certificed the employee must work for WilCo EMS for 2 years or they may be required to pay the funds back. Funds are provided by the State of Texas. There is no match for the employer. In the event the employee does not complete the program or required time the county must make a good faith effor to recoup the funds. If unsucessful it will be refered to CATRAC and the state. The EMS department is responsible for completing the applicaiton, sending payment to the school of choice and reporting to CATRAC once the employee has completed their work requirement.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$8,000.00
Please provide a breakdown of the total cost above.	CATRAC would provide $8,000 per sponsored employee. Any cost greater than the $8,000 would be covered by the employee.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	

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

Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	NA
Where will the item be stored?	NA
What is the useful life of the item?	NA
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	NA
How will this item be funded when the grant ends?	NA
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	No budgetary impact.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	NA
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?	NA
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
ID	114
Version	1.0
Attachments	False
Created	9/14/2023 1:56 PM
Created By	Mike Knipstein
Modified	9/14/2023 1:56 PM
Modified By	Mike Knipstein

CATRAC

CAPITAL AREA OF TEXAS REGIONAL ADVISORY COUNCIL

EMS Education Funding Process & Application Packet

CATRAC is a 501(c)(3) non-profit organization, that serves eleven Texas counties to include: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, San Saba, Travis, and Williamson County. CATRAC is comprised of EMS, hospitals, first responder organizations, and other pertinent stakeholders to address issues between rural and urban emergency health care and create a regional trauma system plan. Our mission is to develop and sustain a powerful coalition of providers, responders, and other healthcare related partners united together to save lives and improve health outcomes through research, education and collaboration.

The 87th Texas Legislature, through Senate Bill 8, provided DSHS with $21.7M funding for the recruitment and retention of EMS personnel. DSHS has in turn provided CATRAC with approximately $606,000 to assist with the education and retention of EMS personnel through training, instruction, and outreach. In accordance with Senate Bill 8, 65% of the funding is reserved for rural counties.

Applications will be processed on a first come, first served basis. We ask our local EMS providers to sponsor applicants and support them through the entire training process! In return, applicants will commit to volunteer/work 1 year (EMT) or 2 years (AEMT, EMT-P) in your agency.

Contact EMSEd@catrac.org for a list of EMS agencies and their contacts in your county!

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CAPITAL AREA OF TEXAS REGIONAL ADVISORY COUNCIL

Completed Packet Checklist

Required documentation:

- ☐ Scholarship Application
- ☐ EMS Sponsoring Agency Information
- ☐ Education Entity Information
- ☐ Proof of enrollment
- ☐ Enrollment course fee schedule and book ISBN number and cost
- ☐ EMS Sponsoring Agency/Scholarship Applicant Agreement
- ☐ Course Start Date: _____

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CAPITAL AREA OF TEXAS REGIONAL ADVISORY COUNCIL

EMS Education Funding Process

Interest -

1. **Interested applicants have reached out to potential EMS Sponsor Agency via information provided by CATRAC, DSHS, or an EMS agency. The EMS Agency has agreed to be the sponsor for the scholarship applicant (e.g., pre-employment verification, drug screening, scholarship packet, hiring, post exam follow up). Scholarship applicants register for a DSHS approved EMS provider course and provides proof of acceptance, cost of tuition and educational materials/books to EMS Sponsor Agency. Scholarship applicant signs commitment to volunteering/working a minimum of 96 hours per month for EMS sponsoring agency to remain eligible for scholarship.**

2. EMS sponsoring agency submits completed application to EMS Education Coordinator showing proof of enrollment and educational costs.

Approval:

1. **EMS Education Coordinator reviews application and sends application to Executive Director for approval.**
2. **Executive Director approves application with signature/date, sends approved application to accounting department. (1-4 days)**
3. **CATRAC staff accountant sets up Bill Pay in Quick Books, signs and dates application. Accountant sends Memo via email to EMS Education Coordinator, Director of Operations and Emergency Healthcare Systems Program Manager including invoice number, student name and EMS agency.**
4. **CATRAC Financial controller reviews Bill Pay, Quick Books and approves transaction. Steps 4 (1-3 days).**
5. **Payment is sent to EMS sponsoring agency (7 business days). Note: CATRAC only issues payments to Sponsoring EMS agencies.**
6. **Accounting sends PDF of confirmation number to EMS Education Coordinator, Emergency Healthcare Systems Program Manager.**
7. **EMS Education Coordinator enters information into progress report/tracking sheet.**

Progress:

1. **Scholarship Applicant takes National Registry exam within 90 days of class completion and passes exam. Student completes TX DSHS requirements for certification (fees not reimbursable by this program).**
2. **EMS sponsoring agency must send student's verification of passing National Registry exam on first attempt to EMS Education Coordinator. CATRAC will validate and provide an incentive to the education entity (See Payment Appendix).**
3. **If scholarship applicant does not pass National Registry exam on first attempt, student will need to reschedule test and pay for any additional attempts made.**

Employment:

1. **Student becomes Volunteer/Employee for EMS sponsoring agency and begins volunteering/working a minimum of 96 hours per month for the duration of the commitment. Student completed a signed agreement to provide EMS services in an ambulance for one (1) year for EMT and two (2) years for AEMT and Paramedic within 90 days of the last official day of class as submitted with initial application packet.**

Closeout:

1. **EMS sponsoring agency will sign the Affidavit of Completion & submit a copy to the EMS Education Coordinator at CATRAC.**

Failure to complete all steps with suitable documentation will result in the EMS sponsoring agency refunding the scholarship funds to CATRAC.

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Application Requirements

A complete EMS Application Packet submitted to CATRAC by EMS Sponsoring Agency to include:

- EMS Sponsoring Agency Information
- Education Entity Information
- Signed Scholarship Applicant Agreement

EMS Sponsor Agency Information

- *Name of EMS Sponsoring Agency*
- *Type of Entity: Non-Profit or For-Profit*
- *Address (including County)*
- *Name of Applicant being sponsored*
- *Type of course*
- *Start and end dates to complete the course prior to submitting the application.*
    - *EMT max of 120 days to complete*
    - *AEMT max of 240 days to complete*
    - *Paramedic max of 365 days to complete*
- *The NREMT exam must be completed by the student within 90 days of course completion*
- *Commitment must start within 90 days of completion of the course.*
- *If approved, CATRAC will provide the cost for education, books, necessary materials, and cost for first attempt at the NREMT test.*
- *Agency completing application must have:*
    - *A valid Taxpayer Identification Number (SSN, ITIN, EIN)*
    - *Be in good standing with the state*
    - *If applicable, franchise tax account status must be active*
- *If the above information or forms are not submitted and completed, your application request may be withheld, which could delay the course start date.*
- *These funds are not to be used outside of annual budgetary process by the EMS Sponsoring Agency*

Education Entity Information

- *EMS course is approved by DSHS before providing any funding to the EMS education program or licensed EMS provider*
- *Must include education entity in good standing with DSHS*
- *Course coordinator's contact information*
- *Proof of enrollment, if completed*
- *Documented program fees for tuition and books*

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Scholarship Application

1. Name of Scholarship Applicant:	Click or tap here to enter text.
2. Mailing Address:	Click or tap here to enter text.
3. City, State, Zip:	Click or tap here to enter text.
4. County	Click or tap here to enter text.
5. Phone:	Click or tap here to enter text.
6. Email:	Click or tap here to enter text.

EMS Sponsoring Agency Information

1. EMS Sponsor Agency:	Williamson County EMS
2. EMS Sponsor Agency Administrator:	Mike Knipstein
3. Physical address (street, city, zip):	3189 SE Inner Loop, Georgetown, TX 78626
4. Mailing address, if different from physical (PO box, city, zip):	PO Box 873, Georgetown, TX 78627
5. EMS provider license number:	246013
6. Agency type: Non-Profit or For-Profit	Non-Profit
7. County or counties you serve:	Williamson
8. RAC or TSA: (ie: CATRAC)	CATRAC
9. Name of Medical Director:	Taylor Ratcliff, MD
10. Medical Director phone (office or cell):	512-943-1264
11. Medical Director email address:	taylor.ratcliff@wilco.org

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Education Entity Information

1. Name of Education Entity:	Click or tap here to enter text.
2. Name of course coordinator:	Click or tap here to enter text.
3. Physical address (street, city, zip):	Click or tap here to enter text.
4. Mailing address, if different from physical (PO box, city, zip):	Click or tap here to enter text.
5. Phone (Office):	Click or tap here to enter text.
6. Phone (Fax):	Click or tap here to enter text.
7. DSHS EMS ID#:	Click or tap here to enter text.
8. Email address:	Click or tap here to enter text.
9. County of Course:	Click or tap here to enter text.
10. Type of Course*:	Click or tap here to enter text.
11. Course Number:	Click or tap here to enter text.
12. Course start and end date**:	Click or tap here to enter text.
13. Copy of program fees*** and book cost	Click or tap here to enter text.

*Choose one: Initial EMT, Initial AEMT, Initial Paramedic, EMT to AEMT, EMT to Paramedic

** EMT max of 120 days, AEMT max of 240 days, Paramedic max of 365 days to complete from start

*** *Enrollment course fee schedule and book ISBN number and cost*

I, Click or tap here to enter text., a dually authorized agent of the EMS Sponsoring Agency attest that Click or tap here to enter text. (scholarship applicant) is being sponsored. Further, I hereby attest that funding associated with this program will not supplant previously budgeted, authorized, or intended funds for EMS Education and will comply with all Texas Grant Management Standards (TxGMS).

_____ _____

EMS Sponsor Agency Representative Signature EMS Sponsor Agency Representative Printed

Date _____

Williamson County EMS

Scholarship Applicant Agreement

1. Name of Scholarship Applicant:	Click or tap here to enter text.
2. Mailing Address:	Click or tap here to enter text.
3. City, State, Zip:	Click or tap here to enter text.
4. County:	Click or tap here to enter text.
5. Phone:	Click or tap here to enter text.
6. Email:	Click or tap here to enter text.
7. EMS Sponsoring Agency:	Williamson County EMS
8. Commitment Type: Volunteer / Employment	Employment
9. Commitment Range: (e.g., May 22, 2023 to May 22, 2024/2025)	Click or tap here to enter text.

In return for receiving the EMS scholarship under the 87th Texas Legislature, Senate Bill 8, I, Click or tap here to enter text. (scholarship applicant), will successfully complete the class, the NREMT certification examination, and TX DSHS Certification. I understand that failure to complete the required year(s) of service may cause the Texas Department of State Health Services (DSHS) to take administrative action against me, including but not limited to tuition repayment.

I understand that I am required to fulfill the following (may be required to refund the money).and to provide volunteer or employment service as an EMS provider in a DSHS licensed ambulance at one of the following: (select one)

☐ EMT – One year ☐ AEMT – Two years ☐ Paramedic – Two years

Signature of Scholarship Applicant	Printed Name	Date
EMS Sponsor Agency Rep Signature	EMS Sponsor Agency Rep Printed	Date
Executive Director Signature		Date
Accounting Signature		Date

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CAPITAL AREA OF TEXAS REGIONAL ADVISORY COUNCIL

Senate Bill 8

EMS Recruitment and Retention

Affidavit of Completion

I, Click or tap here to enter text., a dually authorized agency representative of the EMS Sponsoring Agency, attest that Click or tap here to enter text. (print name) has completed their volunteer/employment commitment as outlined in their application packet as of Click or tap here to enter text. (Day) of Click or tap here to enter text. (Month), Click or tap here to enter text. (Year).

_____ _____

EMS Sponsor Agency Representative Signature EMS Sponsor Agency Representative Printed

Date _____

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Payment Appendix

The RAC will make scholarship payments to the EMS Sponsoring Agency prior to the student starting the course, to cover education, books, necessary materials, and the student's cost for one National Registry EMT examination process at the following maximum amounts based on past history of cost for the same education. CATRAC will provide funding up to the following amounts per course:

$2,000 - Emergency Medical Technician (includes $98 fee for NR exam)

$3,200 - Advanced Emergency Medical Technician (includes $136 fee for NR exam)

$8,000 – Paramedic (includes $152 fee for NR exam)

Incentive Program

Incentive programs based on individual enrollment pass rate average (student pass rate):

$100.00 per student enrolled in an EMT course who passes the NREMT exam on his or her first attempt.

$150.00 per student enrolled in an AEMT course who passes the NREMT exam on his or her first attempt.

$200.00 per student enrolled in a paramedic course who passes the NREMT exam on his or her first attempt.

EMS SCHOLARSHIPS: BECOME AN EMT, AEMT, OR PARAMEDIC

1. Find a sponsoring agency

Contact emsed@catrac.org to obtain a list of eligible EMS agencies.

2. Register and take an EMS provider course

Register for a course of your desired level:
EMT
AEMT
EMT-P

The cost of the course may be covered by your sponsoring agency.

3. Pass the National Registry Exam

Your sponsoring agency may pay for you to take the National Registry exam one time

4. Become a volunteer/employee at your sponsoring agency

Volunteer/employee must commit to serving the sponsoring agency at least 96hr/month for one (1) year for EMT and two (2) years for AEMT & Paramedic.

For more information please visit:

catrac.org/emsed/

CATRAC
Capital Area of Texas Regional Advisory Council

EMS Education Funding Process

CATRAC

Capital Area of Texas Regional Advisory Council

CATRAC PROCESS FLOW FROM START TO FINISH

Step 1:

EMS Sponsoring Agency submits completed application to CATRAC showing proof of enrollment and educational costs

Step 2:

CATRAC approves application & issues scholarship check to EMS Sponsoring Agency intended to cover the tuition and educational materials

Step 3:

Student passes National Registry Exam. If the student passes on the first try and completes TX certification requirements, CATRAC pays incentive to Education entity

Step 4:

Student becomes a Volunteer/Employee for EMS Sponsoring Agency and serves a minimum of 96 hr/month for one (1) year for EMT and two (2) years for AEMT & Paramedic

Step 5:

EMS Sponsoring Agency will sign the Affidavit of Completion & submit a copy to the CATRAC

PLAYBOOK

SENATE BILL 8 EMERGENCY MEDICAL SERVICES (EMS) WORKFORCE RECRUITMENT AND RETENTION

TEXAS
Health and Human Services

Texas Department of State Health Services

Updated April 18, 2023

Playbook Updates

Date	Version	Changes Made (Page)
1/4/23	V2.3	Update tracker included (2). Website link updated (4,9). Deliverables contacts updated (10). FAQs updated (27).
4/12/23	V2.4	Course coordinator reimbursement process added (8).
4/18/23	V2.5	Course Coordinator pledge language added (8). Course Coordinator Flowchart added (38).
4/18/23	V2.5	Course Coordinator Pledge Form added (39).

Contents

Website and Document Links

Team Texas EMS

dshs.texas.gov/emstexas

Visit the Team Texas EMS website for up-to-date information and resources.

FY 2023 EMS Recruitment and Retention Workforce Project

Statement of Work Deliverables

View grantee responsibilities and requirements.

Emergency Medical Services Education (EMSE) Funding Application

EMSE Application Process

View for information on completing and submitting the EMSE application for reimbursement.

RAC Administrative Support: EMS Regional Workforce Development Recruiter

Sample Job Description – Recruiter

This is a sample job description for an EMS recruiter position.

Interactive Map

Texas RACs

View for the most commonly asked questions by RACs, EMS education programs, providers, and students.

RAC Administrative Support: Grant Specialist

Sample Job Description – Grants

This is a sample job description for an EMS recruiter position.

Frequently Asked Questions

FAQs

View commonly asked questions for RACs, EMS education programs, providers, and students.

Certification Flowcharts

EMS Certification Levels
Pathway to Initial Certification
Upgrading Current EMS Certification
Next Steps after Passing NREMT

View the graphics for more information on the certification process.

Introduction

The COVID-19 pandemic and other long-term factors created staffing challenges in the Texas and National emergency medical services (EMS) industry. Almost every Texas EMS agency continues to experience significant staffing shortages due to EMS professionals feeling the impact of responding to COVID-19. In addition, EMS professionals are leaving the field at a higher rate than ever due to burnout, the risk of COVID-19, and new career opportunities outside of EMS that can offer higher salaries, among other factors. The Texas Department of State Health Services (DSHS) released data indicating that only 35 percent of licensed Texas EMS professionals submitted a patient care report during the first eight months of 2021.

To support the growing opportunities in the field of EMS, the Texas Legislature is providing $21.7 million to distribute towards the funding of EMS education and retention. The Senate Bill (SB) 8 EMS recruitment and retention initiative aims to increase the Texas EMS workforce by 2,500 certified personnel.

Top Three Goals of SB 8

- Increase personnel actively working on an ambulance
- Reduce the burden in rural/frontier and underserved areas
  - Rural: A county or area with less than 50,000 in population.
  - Underserved: A county or area where the minimum level of EMS care is diminished or does not exist.
- Retain currently certified personnel

Barriers to Increasing EMS Workforce Numbers and SB 8 Resolutions

Difficulty paying out-of-pocket tuition up front:

Education scholarships available to cover tuition, books, supplies, and first NREMT exam to eliminate most of the up-front costs for education and certification.

Certified personnel not using EMS skills on an ambulance:

Scholarship opportunity requires a commitment from newly certified or upgraded personnel to serve on an ambulance for a required amount of time.

Rural/frontier - greatest need for certified EMS personnel:

Funding focuses specifically on providing access to DSHS-approved education in rural, frontier, and underserved areas.

RAC Role in the Recruitment, Education, and Certification Process

- Coordinate with the relevant entities and participants to provide education scholarship funding and equipment for the emergency medical services (EMS) workforce development initiatives.
- Prioritize the availability of EMS education programs and EMS providers in rural or underserved areas of Texas. Programs and EMS providers must be currently licensed by the Department of State Health Services (DSHS).
- Provide administrative and recruitment duties necessary to complete this initiative's deliverables, requirements, and responsibilities.

Administrative Support

Funding has been allocated to offset associated administrative costs to assist with this initiative's recruitment and administrative responsibilities. Regional Advisory Council (RAC) leadership is encouraged to be creative in using the funds to best support the needs of their individual or combined regions.

Ideally, RACs will provide an **EMS Regional Workforce Development Recruiter** to assist interested students in gaining Texas EMS education and certification, working together with RACs, EMS Education programs, and EMS providers to develop applicants for current and future staffing positions, whether volunteer or career.

In addition to an EMS Regional Workforce Development Recruiter, RACs may consider hiring a **Grant Specialist** to provide consultative services and technical assistance to program staff, governmental agencies, community organizations, and the public concerning the funding opportunities as provided by Senate Bill 8.

Application Process

1. Before starting the application process, ensure that all students seeking scholarships are eligible for certification or licensure in Texas, pursuant to **TAC 157.33**.
2. Complete and submit an Emergency Medical Services Education (EMSE) Funding Application.
3. Application packets will be submitted to the RAC by an EMS education program or sponsoring EMS provider.
    - EMSE Scholarship Funding Application
    - Student Agreements
    - Course Schedule
4. RAC staff will verify the information in the application and that the application packet is complete.
5. Application and related documents are then forwarded to the appropriate staff within the RAC for approval and processing.
6. When final approval is received, the RAC will make scholarship payments to the EMS education sponsor or EMS provider prior to the student starting the course to cover education, books, necessary materials, and the student's cost for one National Registry

EMT examination process at the following **maximum** amounts based on past history of cost for the same education:

Emergency Medical Technician (EMT)	$2,000
Advanced Emergency Medical Technician (AEMT)	$3,200
Paramedic Education	$8,000

7. Once the student completes the course, they have 90 days from the last official day of scheduled class to complete the certification process and start serving 96 hours a month, volunteer or paid, for the following amount of time:

Emergency Medical Technician (EMT)	One year
Advanced Emergency Medical Technician (AEMT)	Two years
Paramedic Education	Two years

8. Only courses starting after **September 1, 2022**, will be eligible for funding. EMSE scholarship funding is only available for courses with a class start date of September 1, 2022, or later.

Course Coordinator Reimbursement Process

Student must do the following before requesting reimbursement:

- Pay for the course using personal funds and provide proof of purchase made with the student's personal funds.
- Complete the course and provide proof of course completion during 2023 or by December 31, 2024.
- Complete the state certification process.
- Within 90 days of completing certification process, provide either a letter from the EMS Education program the student will be working for OR a letter of intent to start the EMS Education Program process.
- Pledge to teach or support an EMS education program 24 hours a month for one (1) year following certification.

Once the student completes the above steps and provides the required documentation, the RAC will reimburse the student for the $600 course fee using available equipment or incentive funds. *Note: Documentation must be provided within the eligible timeframe while the RAC still has available funds.*

Funding Plan

The SB 8 scholarship funding plan will be based on the official DSHS two-year statement of work. All applications for scholarships will go through the RACs. Funds are available to support the administrative and equipment needs of this EMS education initiative. Any returned student funding can be used to provide additional EMS education courses; RACs must have the money spent by 12/31/24.

Reports from the RACs are due 30 days after close of contract (mid-February if closed on 12/31/24); deadline for DSHS to report to the governor's office is 3/31/24.

$12.5 Million	Scholarships
$4 Million	RAC Administrative Cost
$3 Million	Education Incentives
$1 Million	Education Equipment

Together, we are building a better, patient-centered Trauma and Emergency Healthcare System.

Contact Information

Office of EMS/Trauma Systems
Texas Department of State Health Services
1100 West 49th Street
Mail Code 1876
Austin, Texas 78756

Phone: (512) 834-6700
Fax: (512) 206-3780

Email: **TEAM-TEXAS-EMS@dshs.Texas.gov**
Website: ***dshs.texas.gov/emstexas***

Appendix A: EMS Recruitment and Retention Workforce Project Deliverables

Grantee Responsibilities and Requirements

1. The RAC may use funds to administer the Contract deliverables, requirements, and responsibilities.
    a. Direct costs identified under federal guidelines and those which can be identified and accounted for separately with a high degree of accuracy will be allowed.
    b. Indirect costs incurred to support general business operations but not attributable to this specific project will not be allowed.
2. The RAC will submit the following reports and documents per the deliverables reporting calendar.
    a. Submit quarterly progress reports describing expenditures and/or upcoming planned expenditures and remaining balances from allocated funds.
    b. Submit quarterly expenditure supporting documentation reflecting the expenditures for the EMS workforce development initiative and EMS education programs.
    c. Submit quarterly and final financial status reports.

Comply with the reporting requirements on the deliverables reporting calendar. The deliverables reporting calendar and templates will be emailed to the grantee no later than 30 days from the contract's start. The reporting calendar will include deadlines for all deliverables described herein. Submit all above-required reports/deliverables and any additional requested reports to **CMUReg.svcs@dshs.texas.gov**, **Samiyah.Bailey@dshs.texas.gov,** and **Joshua.Finholt@dshs.texas.gov**.

3. The RAC will submit to DSHS upon request a summary report of activities funded through this project, which includes the following information when available:
    a. Dates and times the EMS courses were provided.
    b. Level of certification of the EMS courses provided.
    c. First and last names of all students that attended and completed the EMS course.
    d. Physical location and address of the EMS program offering the course
    e. Written pledges on the student agreements, signed and dated by the students, acknowledging their commitment to providing at least 96 hours of service per month to the sponsoring entity (paid or volunteer-based) for either one or two years, in accordance with the student's highest level of training:
        - At the EMT level, at least one year of EMS services to an EMS provider in their local area;
        - At the AEMT or paramedic level, at least two years of EMS services to an EMS provider in their local area; or
        - If deemed appropriate, alternative agreements may be considered under extenuating circumstances that serve the best interests of the parties affected.
4. Completed recruitment and/or publicizing activities (at least one monthly activity).
    a. Provide requested information to describe the type of activity completed.
    b. Activities may include general correspondence (email or regular mail).
    c. Include the date, location, and number of people attending the organized event (virtual or in person).
    d. When appropriate or applicable:
        - Include relevant employers and volunteer/non-profit entities in these activities.
        - Include EMS education committees and/or EMS committees in these activities.

Appendix B: Emergency Medical Services Education (EMSE) Funding Application Information

(For reference only.)

General Information

The COVID-19 pandemic and other long-term factors created staffing challenges in the Texas and National emergency medical services (EMS) industry. Almost every Texas EMS agency continues to experience significant staffing shortages due to EMS professionals feeling the impact of responding to COVID-19. In addition, EMS professionals are leaving the field at a higher rate than ever due to burnout, the risk of COVID-19, and new career opportunities outside of EMS that can offer higher salaries, among other factors. The Texas Department of State Health Services (DSHS) released data indicating that only 35 percent of licensed Texas EMS professionals submitted a patient care report during the first eight months of 2021.

The 87th Texas Legislature recognized the EMS workforce crisis and appropriated $21.7 million during the third special session to create an EMS education and retention initiative.

The EMS education scholarship funds are distributed based on a documented need. The process strives to meet the needs of the EMS providers. It relies on input from the Regional EMS Offices to determine the severity of the problem and recommendations on funding.

The Department of State Health Services will provide EMS education to students who agree to perform emergency medical services (EMS) for at least one (1) year with a local emergency medical services provider at the EMT level and two (2) years for AEMT and Paramedics. Students who fail to test or become certified and fulfill this agreement within 90 days of the official last day of class may have administrative action taken against them, including but not limited to tuition repayment.

Procedures for Completion and Submission of EMSE Scholarship Funding

Follow the steps below to ensure consideration of your request.

1. Review the EMSE funding program request document thoroughly. Incomplete or incorrectly completed forms may result in delay or denial of your request.
2. Complete the EMSE Funding Application, student agreement forms, and course schedule. These are to be completed for and by the course sponsor, course coordinator, or sponsoring EMS provider. Incomplete forms will delay the processing of your request, which will delay your proposed course start date. **The completed application and all supporting documents must be submitted and approved prior to your proposed course start date.**

Submission

The EMSE scholarship funding application and all other supporting documents must be submitted to your regional advisory council (RAC).

Signatures of the course coordinator, course sponsor, or sponsoring EMS provider are required to process the submitted request to affirm all parties are aware of this course and that all information submitted on the application is accurate.

> ***Note: Do not start a class before receiving final RAC approval****. Once the application for EMSE scholarship funding is complete and the RAC verifies all information, the RAC reviewer will forward the application and related documents to the appropriate RAC staff for approval and processing. Reimbursement* ***will not*** *be authorized for any requested EMSE scholarship funding course begun without prior approval.*

Penalties

Falsifying or omitting documentation related to the need or situation will result in the revocation of funds. Persons who knowingly submit erroneous or fraudulent information will be subject to actions by the DSHS in accordance with either 157.16 (relating to provider license) or 157.36 (relating to EMS personnel), as

appropriate. It is understood that it is a Class A misdemeanor violation of Texas Penal Code sec. 37.10 to submit a false statement to a governmental agency.

Approval Process

- **Approval**
  1. Upon receipt of a complete application, the RAC will compile the application information to ensure complete information is ascertained for approval.
  2. The RAC will then approve the EMSE application.
  3. The RAC will make payment to the EMS Education Program or the EMS Provider.
  4. An EMSE scholarship application will not be approved for payment if the course starts prior to the official notification by the RAC.

  Note: *Each EMSE scholarship funding application will have a prescribed start and end date, which should be ample time to complete the course. (EMT – maximum of 120 days to complete, AEMT – maximum of 240 days to complete, Paramedic – maximum of 365 days to complete) The end date of an application, though firm, can be extended under extenuating circumstances.* ***It is essential that the education sponsor contact the RAC immediately if, for some reason, the course cannot be completed by the approved date.***

  Approval of EMSE scholarship funding applications will be determined based on the approved statement of work provided to the RAC. In addition, applications from rural or underserved counties and counties with a demonstrated need for EMS education will be given special consideration.

  - **Rural** Criteria: A county or area with less than 50,000 in population.
  - **Underserved** Criteria: A county or area where the minimum level of EMS care is diminished or does not exist.

- **Non-Approval**
    1. If the RAC does not recommend funding the EMSE request, an email will be routed to the requesting person or entity.
    2. The requesting person or entity has the right to appeal the decision to the RAC leadership.
    3. The requesting person or entity has the right to appeal the decision to the DSHS leadership for final consideration.

Special Notes

Do not start a class before receiving final approval, as any class that begins without prior approval will not be funded.

The EMS education sponsor or EMS provider will not be compensated for any expense incurred before the start of the class that is not explicitly stated within the approved application, with the exception of educational supplies or materials. Payments will only be made to the EMS education sponsor or EMS provider named in the application that is specified to be no higher than the following amount:

- Paramedic Education at $8,000 per person
- Advanced-EMT Education at $3,200 per person
- EMT Education at $2,000 per person

Submission of Application

Application requests will be submitted to your local RAC.

Payment Process

RACs will enter into an agreement with an EMS education program or EMS provider.

It is the responsibility of the education program or sponsoring EMS provider to provide the education, books, necessary materials, and the student cost for taking the National Registry EMT examination process one (1) time.

For auditing purposes, the person or entity submitting the application should have a valid Taxpayer Identification Number [either an Employer Identification Number (EIN), Vendor Identification Number (VIN), or Texas Identification Number (TIN)] before entering into an agreement with the local RAC. Valid Taxpayer Identification Numbers are issued for the purpose of tax administration and are not intended for participation in any other activities (e.g., tax lien auction or sales, lotteries, etc.). The person or entity who submits the application must be in good standing with the state, and if applicable, their franchise tax account status must be "active." For more information or to verify your status, please visit the Texas Comptroller of Public Accounts **website**.

EMSE Scholarship Standards

Scholarships will be provided based on the following standard(s):

1. The EMS course sponsor or the sponsoring EMS provider will receive the amount directly from the RAC in the amount stated above.
2. The amount will be forwarded to the EMS education program or the sponsoring EMS provider before the student starts the course.

Book(s) and Course Material(s)

Costs of textbooks, education materials, and one (1) NREMT exam should be considered in the scholarship amount stated above.

Please be aware that effective January 1, 2023, all Cognitive Examination fees per attempt are:

- EMR: $88
- EMT: $104
- AEMT: $144
- Paramedic: $160

Travel or Employment Compensation

There will be no travel costs or backfill payments for employers when the student is in class. The intent of this project is to provide future EMS personnel with education leading to EMS certification at minimum cost to the student.

EMSE Funding Application

Failure to complete all applicable information may delay application processing/approval.

1. Name of sponsoring agency/organization or EMS education program
2. Physical address (street, city, and zip code)
3. Mailing address, if different from physical (PO box, street, city, and zip)
4. EMS Provider license number
5. County or counties your service provides care to
6. Regional Advisory Council/Trauma Service Area
7. Name of EMS education program if an EMS provider provides the application
8. A signed agreement by the student to provide EMS in an ambulance for one (1) year for EMT and two (2) years for AEMT and Paramedic within 90days of the last official day of class
9. Projected start and end date of the course

Counties with less than 50,000 in population or underserved areas will be considered higher priority for funding.

Counties with higher population levels will be determined on a case-by-case basis.

Course Sponsor

- To be completed by the course sponsor.
- Signature of Course Coordinator is required.
- A valid Taxpayer Identification Number (TIN) should be listed in the application process. If a TIN is not assigned, go to the Texas Comptroller of Public Accounts **website** for directions on how to obtain one.
- Type of Entity: Non-Profit or For-Profit AND indicate if with the city or county (if applicable).
- If the above information or forms are not submitted and completed, your application request may be withheld, which could delay the course start date.

Sponsor (Firm Name)			
Firm Administrator			
Firm Mailing Address		TX	
Firm Physical Address		TX	
Phone #			
Office #			
DSHS Firm ID #			
Email Address			
Employer Identification Number (EIN)			
County			
Course Start/End Date	Start Date:	End Date:	
Number of Students:	Entity Type:		

Name of Course Coordinator or EMS Provider	
Name of Medical Director	
Medical Director Office Mailing Address	
City, County, and Zip	
Office Phone:	Email Address:

_____ _____

Course Coordinator Signature Date

To be completed by RAC Staff:

Contract Start/End Date	
Contract Amount	
Course Number:	
Comments:	

Information on the EMSE Course

Coordinator Name			
Name of Education Program Affiliation			
☐ To verify that the EMS Education Program is aware and has agreed to allow students to test upon completion, check this box.			
Mailing Resident Address		TX	
Physical Resident Address		TX	
Phone #			
Office and Fax #			
DSHS EMS ID #			
Email Address(es)			
County of Course			
Course Start/End Dates	Start Date:	End Date:	

Student Agreement

I, _____ (print name of student), agree to provide one (1) year of service as an EMS provider in an ambulance at the EMT level or two (2) years as an AEMT or Paramedic for which I received this education. In return for receiving the EMSE scholarship under the 87th Texas Legislature, Senate Bill 8, I will successfully complete the class and the NREMT certification examination. I understand that failure to complete the required year(s) of service may cause the Texas Department of State Health Services to take administrative action against me, including but not limited to tuition repayment.

Print Name:	
Mailing Address:	
City, Zip, and County:	
Contact Phone Numbers:	
Email:	
Sponsoring EMS Provider:	
Signature:	Date:

Appendix C: Sample Job Description for EMS Regional Workforce Development Recruiter

The EMS Recruiter position within a Regional Advisory Council (RAC) in a defined region of Texas will provide centralized support to Emergency Medical Services (EMS) organizations in recruiting interested students to become qualified Emergency Medical Technicians (EMTs), Advance EMTs, and Paramedics. This position is responsible for building robust talent pipelines, education resources, and recruitment strategies based on a statewide recruitment plan. The EMS Recruiter will assist interested students in gaining Texas EMS certification, education, and information on employment opportunities.

Essential Job Functions (EJF)

This position includes working within the RAC system office or a combination of office and telework, depending on the RAC structure.

- Develop and maintain relationships with regional EMS hiring directors and managers to determine the short and long-term EMS hiring needs in a designated region.
- Establish and nurture relationships with in-person visits, phone calls, and virtual meetings with potential referral sources such as high schools, career centers, and volunteer fire departments with the goal of sharing information about EMS careers and EMS education opportunities.
- Establish and maintain a strong relationship with EMS providers in the region to understand staffing needs, employment opportunities, incentives, and qualifications for employment.
- When appropriate, partner with local agencies for presentations and demonstrations on a career in EMS.
- Source applicants through various methods, including advertising, recruiting, job sites, and career fairs.
- Network through industry contacts, association memberships, social media, trade groups, and community-based organizations to create and maintain recruitment pipelines.

- Seek opportunities to address potential EMS student candidates directly through demonstrations, career fairs, and direct referrals from the Texas EMS recruitment website and provide detailed presentations about the EMS field, career opportunities, the scope of practice of EMS professionals, and the kinds of skills and equipment used by EMS professionals.
- Respond directly to inquiries from the Texas EMS recruitment website.
- Develop and implement a needs assessment and regional plan based on the EMS organization's current staffing, existing vacancies, and anticipated staffing needs. The plan shall provide a pathway to increase the number of EMS students and EMS professionals in the region.
- Aid and provide direction to interested student candidates to facilitate enrollment in an EMS education program and/or sponsorship by a regional EMS agency.

Knowledge, Skills, and Abilities

- Knowledge of modern office practices and administrative procedures.
- Skilled in the use of standard office equipment and software.
- Ability to use correct spelling and arithmetic in English.
- Ability to learn and carry out oral and written instructions.
- Ability to create and maintain complex computer records and files.
- Ability to meet, present to, and deal effectively with the public.
- Ability to use a computer and use Windows-based software, including MS Word, Excel, PowerPoint, and TEAMS.
- Ability to organize work and manage time effectively.
- Ability to work independently or in cooperation with others using sound judgment in difficult situations.
- Ability to plan and organize multiple competing tasks effectively and efficiently.
- Ability to maintain confidential information.
- Ability to adhere to all RAC Policies and universal expectations for personal responsibility and the Guiding Principles, Code of Ethics, and Standards of Conduct knowledge.

- Must be able to demonstrate competence and confidence in facilitating and leading group presentations.
- Comfortable with analytics and the ability to present data in a factual and compelling manner.
- Attend recruitment events as needed, including occasional night or weekend presentations/recruiting open houses.
- Be a subject matter expert on upcoming EMS education opportunities in the region, as well as qualifications for entering an education program and the career paths in EMS.

Licensure

Hold or able to obtain a valid Texas driver's license within 60 days of the first day of employment. Employees must meet and maintain an acceptable driving record. Current EMT, AEMT, or Paramedic is preferred.

Selection Criteria

High school graduate or GED required. Must have knowledge of the Texas EMS system. Certificated as EMT, AEMT, or Paramedic with five years of experience in EMS operations preferred.

Appendix D: Sample Job Description for Grant Specialist

Under the supervision of the Regional Advisory Council (RAC), the Grants Specialist provides consultative services and technical assistance to program staff, governmental agencies, community organizations, and the public concerning the funding opportunities provided by Senate Bill 8.

The Grants Specialist is the liaison between EMS providers, EMS education programs, State EMS/Trauma Systems, students, and the RAC. The Grants Specialist facilitates communication and collaboration between all contract stakeholders and serves as a point of contact for all contractual accountability activities between the state and contractors; assists with fiscal monitoring staff regarding risk assessments, desk audits, and on-site reviews; and works under minimal direction with extensive latitude for the use of initiative and independent judgment.

Essential Job Functions (EJF)

Attends work on a regular and predictable schedule in accordance with the RAC's policies.

- Utilizes various software packages (such as Microsoft Outlook, Excel, Word, and Access) to develop, monitor, and provide funding per state guidelines for EMS education grants.
- Collects data and information to develop calculations for EMS, RACs, and allocations and provides reports that demonstrate the progress and effectiveness of implemented programs as well as other associated work assignments.
- Processes assigned requisitions/applications in an automated environment; reviews requisitions/applications for completeness and compliance with applicable requirements prior to processing; prepares, reviews, releases, and tracks payments for EMS education; and monitors legal and regulatory requirements pertaining to scholarships.
- Collaborates with the RAC, state staff, and stakeholders to seek input on funding-related issues in providing EMS Education scholarships.

- Provides consultative services and technical assistance for RAC staff, which includes managing and overseeing special projects and assignments to advance a statewide recruitment and retention EMS workforce project.
- Other duties as assigned include actively participating and/or serving in a supporting role to meet the RAC's obligations for disaster response and/or recovery or Continuity of Operations (COOP) activation.

Knowledge, Skills, and Abilities

- Knowledge of contract/grant management theory and practice, including financial management, process improvement, and quality management.
- Knowledge of purchasing and procurement methods and procedures.
- Knowledge of state government structure and functioning.
- Demonstrate strong written and oral communication skills.
- Knowledge of basic office practices and administrative procedures.
- Skill in building and maintaining effective working relationships, exercising professional judgment, tact, discretion, and diplomacy.
- Ability to interpret regulations, rules, policies, and procedures.
- Skill in the use of Microsoft Office software (e.g., Excel, Word, SharePoint, Teams, and PowerPoint).
- Skill in effective customer service practice and providing technical assistance to a variety of stakeholders

Registration or Licensure Requirements

A Bachelor's degree in a related field of discipline from an accredited college or university is preferred. Experience may substitute for education.

Frequently Asked Questions

EMS Education and Training Scholarships in Texas

Students

Q: Where can I obtain information about EMS training scholarships that are available in my area of the state?
A: Use this map to identify the Regional Advisory Council (RAC) that serves your county and contact them to request information about available EMS scholarships in your area. Additional information available at dshs.texas.gov/EMSTexas.

Q: What can be paid for using scholarship funds?
A: Scholarship funds can be used towards your education, education material and the ability to take the National Registry of Emergency Medical Technicians (NREMT) examination for the first time only.

Q: What cannot be paid for using scholarship funds?
A: Scholarship funds cannot be used towards your student uniform, lab coat, required equipment, etc. or towards your state certification.

Q: Can I receive education to move from Emergency Medical Technician (EMT) to Advanced Emergency Medical Technician (AEMT) consecutively, and receive funding?
A: Yes.

Q: I have one year left on my volunteer/employment obligation in this program. I accept another job offer with an out-of-state ambulance. What happens?
A: Contact the Regional Advisory Council office or the EMS-Trauma Systems Unit. Funding will need to be returned to the sponsoring agency or entity.

Q: What happens to my tuition or any remaining balance if the education program closes without notice and I cannot finish my course? Who do I contact for help?
A: Contact the Regional Advisory Council that processed the scholarship or the EMS-Trauma Systems Unit for assistance with completing the scholarship requirements.

Students (Cont.)

Q: If I'm working or volunteering for a DSHS-licensed EMS provider on an ambulance, community paramedic program, or special event response, will these hours count toward my service requirement?
A: Yes, so long as you are working or volunteering for a current Texas-licensed EMS provider.

Education Programs

Q: Who is eligible to receive the scholarship incentive?
A: The EMS education program will receive the incentive through the EMS provider or the Regional Advisory Council (RAC).

Q: What must an EMS education program include to apply for scholarships?
A: At minimum, the EMS program must include tuition, books, and the fee to take the National Registry of Emergency Medical Technicians (NREMT) exam the first time. An EMS education program is not prohibited from providing additional resources to the students.

Q: May an education program receive the incentive for a non-scholarship student? Example, a community college has twenty students in a paramedic course with two students on scholarship. How much of an incentive payment can the program receive?
A: Only the students receiving the scholarship through the approved education program qualify for the incentive.

Q: Does the funding for one National Registry of Emergency Medical Technicians (NREMT) examination include funding for psychomotor (skills) testing at the Advanced Emergency Medical Technician (AEMT) and paramedic level?
A: Yes, this includes one skills exam session.

Q: Which national registry exam does the scholarship pay for?
A: The scholarship pays for tuition, National Registry Exam (practical and written) one time, books and course material. An education program may include other supplies as part of tuition, however the maximum amount paid by the RAC to the EMS Education Provider or EMS Provider is as follows:

- EMT $2,000
- AEMT $3,200
- Paramedic $8,000

Q: What is the cost for the NREMT test as of 1/1/2023?
A: The 2023 Cognitive Examination Fee schedule will reflect the new fees on January 1, 2023.

Effective January 1, 2023, all Cognitive Examination fees, per attempt, are:

- EMR: $88
- EMT: $104
- AEMT: $144
- Paramedic: $160

Until December 31, 2022, all Cognitive Examination fees, per attempt, are:

- EMR: $85
- EMT: $98
- AEMT: $136
- Paramedic: $152

Education Programs (Cont.)

Q: If a student fails the NREMT test the first time, it can be difficult to file and find a slot to retake the test within the 90-day timeframe. Agencies state it can take two to three weeks for a test slot to open. Can this language or timeframe be adjusted?
A: DSHS understands this can be a challenge, but the purpose of this project is to increase the EMS workforce as soon as possible. We cannot adjust the timeframe but will allow the RAC to consider providing more time to complete the 90-day requirement on a case-by-case basis. The RAC will need written documentation to allow this hardship and should keep a copy of the document with their Senate Bill 8 files.

Q: What documentation is required to show an education entity's inability to complete Paramedic training in 365 days?
A: The goal of this project is to increase the workforce as fast as possible, keeping in mind that the student will need to balance education, work and family. When constructing the timeframe, a 90-day window was built-in to complete the testing process and to begin working or volunteering for an EMS Provider.

- If unable to meet the required timeline, documentation from the course coordinator should be sent to the RAC executive director stating that course enrollment would be higher if the program could offer more time to compete the course. Please note that reasons such as "This is how we've always done it" will not be considered.
- If a program requests additional time and can have the student tested, certified, and working within 90 days after the last official day of class, the project will meet its goal.

Q: How will education programs be able to use awarded incentives? Are there any restrictions or must it go towards direct costs?
A: There are no restrictions on how an EMS education program uses the awarded incentives.

Q: Is there an appeals process if an Emergency Medical Services Education (EMSE) Funding Application is not approved?
A: Yes. Approval of EMSE scholarship funding applications will be determined based on the approved statement of work provided to the RAC. (Special consideration will be given to applications from rural or underserved counties and counties with a demonstrated need for EMS education.)

- If the RAC does not recommend funding the EMSE request, an email will be routed to the requesting person or entity.
- The requesting person or entity has the right to appeal the decision to RAC leadership.
- The requesting person or entity has the right to appeal the decision to DSHS leadership for final consideration.
- This information is located on page 14 of the playbook as well.

EMS Providers

Q: Does an EMS provider need to participate in their local RAC to receive funding?
A: Texas Administrative Code 157.11 (n) (3) requires EMS providers to participate in regional advisory councils (RAC) and provide an attestation or documentation that its management staff will or continue to participate in the local regional advisory council. If an EMS Provider is not participating in their local RAC they would not qualify to receive funding.

EMS Providers (Cont.)

Q: Are EMS providers that provide 911 and/or inter-facility transports both eligible to receive scholarships under this program?
A: Yes, both are eligible to participate if they are a current Texas-licensed EMS provider.

Q: May time employed or volunteering with a local fire department on the fire truck or rescue unit count toward the volunteer or employment obligation?
A: You may only count time volunteering or employed on a Texas Department of State Health Services (DSHS) licensed ambulance.

Q: Are first responder organizations eligible to participate in this program?
A: Scholarship awards are for students working for EMS providers only. The department may review and consider recognized first responder organizations in the future.

Q: What happens if someone becomes injured on or off the job and cannot complete the obligation to volunteer or work on an ambulance?
A: You may extend the requirement time until they are able to work. If they are unable to work, contact the Regional Advisory Office that processed the scholarship for assistance.

Q: What happens if a scholarship recipient has not fulfilled their volunteer or employment obligation and accepts a job offer with an out-of-state ambulance service?
A: Contact the Regional Advisory Council office or the EMS-Trauma Systems Unit; funding will need to be returned to the sponsoring agency or entity.

Q: What is the process for recovering funds if a student does not complete the education or fails to complete the service requirements?
A: The EMS Sponsor must make a good-faith effort to recover funds if a student does not finish the program or does not complete the required service. If the EMS Sponsor is not successful in recovering the funds, the RAC office will attempt to recover the funds, and if they fail, the state will then make attempts. *Note: All returned/refunded scholarship money must be used to benefit Senate Bill 8 EMS Recruitment and Retention.*

Q: Is there an appeals process if an Emergency Medical Services Education (EMSE) Funding Application is not approved?
A: Yes. Approval of EMSE scholarship funding applications will be determined based on the approved statement of work provided to the RAC. (Special consideration will be given to applications from rural or underserved counties and counties with a demonstrated need for EMS education.)

- If the RAC does not recommend funding the EMSE request, an email will be routed to the requesting person or entity.
- The requesting person or entity has the right to appeal the decision to RAC leadership.
- The requesting person or entity has the right to appeal the decision to DSHS leadership for final consideration.

Regional Advisory Councils

Q: Who is eligible to receive funding?
A: All education programs and/or EMS providers currently licensed by DSHS.

Regional Advisory Councils (RACs)

Q: Does an EMS provider need to participate in their local Regional Advisory Council (RAC) to receive funding?
A: Texas Administrative Code 157.11 (n) (3) requires EMS Providers to participate in RACs and provide an attestation or documentation that its management staff will or continue to participate in the local regional advisory council. If an EMS Provider is not participating in their local RAC, they would not qualify to receive funding.

Q: If a student is eligible for tuition assistance through another program, but that program does not cover the cost of books and the first national registry exam, are RACs able to provide only the funds needed to cover those costs?
A: It is at the discretion of the RAC to determine how funds are distributed – provided the funds are used for education, books, and a one-time national registry exam cost, and does not exceed the allocated amount of funding for the course.

Q: Must all applicants live in the RAC or have pre-existing employment with a RAC-participating EMS member?
A: There is no requirement that someone must live in the RAC to receive a scholarship, but the student must complete their EMS service commitment in an ambulance serving the RAC that provided the scholarship.

Q: For students completing their service commitment, must all 96 hours be completed in the sponsoring RAC? Some EMS agencies have agreements with, and transport to, multiple RACs. Can a student complete their hours in another RAC?
A: Yes, but only if the student completes 96 hours in an ambulance that meets the standard of a rural EMS provider or underserved area of Texas, as determined by the RAC. The two RACs should work together to ensure that the student successfully completes the service requirements.

Q: May time employed or volunteering with a local fire department on the fire truck or rescue unit count toward the volunteer or employment commitment?
A: No. Funds can only be distributed to DSHS approved education programs and/or EMS providers for the benefit of students participating in the scholarship program.

Q: For RACs with military installations or large companies with private, contract EMS services not licensed in Texas (but providing prehospital care in the area) – are they eligible for scholarships?
A: No. To be eligible for a scholarship an EMS education program or the EMS provider receiving the scholarship must be licensed in Texas.

Q: What happens to scholarship funds if a student does not complete the education program?
A: The EMS education program that received the scholarship can redistribute the funds to additional EMS education resources or participants if the initial recipient cannot complete the process. Please contact the EMS-Trauma Systems Unit for questions.

Q: What happens with collected funds?
A: The Education Provider or the EMS Provider can redistribute the funds to additional EMS education resources or participants if the initial recipient cannot complete the process. Please contact the EMS-Trauma Systems Unit for questions.

Regional Advisory Councils (RACs) (Cont.)

Q: Should the RAC allocate a portion of Medicare and social security to the funding stream?
A: Based on how you have established this allocation within your cost centers for fringe benefits, you will also need to allocate Medicare and social security for the proportion of staff time spent working on Senate Bill 8 activities.

Background

To support the field of emergency medical services (EMS), the Texas Legislature is providing $21.7 million to distribute towards funding EMS education and retention.

Scholarships are provided by DSHS to approved EMS education programs or licensed EMS providers.

Scholarships are available based on documented need, with special attention given to rural and underserved areas within Texas. Courses can be in-person, online, or hybrid.

Appendix F: Levels of Certification in EMS Flowchart

JOIN THE TEXAS EMS TEAM!

Your future begins today.

Texas has five levels of certification. The highest is Licensed Paramedic, followed by EMT-Paramedic, Advanced EMT, EMT-Basic, and Emergency Care Attendant (ECA).

Emergency Care Attendant (ECA)

- Successful completion of an ECA education program.
- Perform basic interventions with minimal equipment to manage life threats, medical, and psychological needs with minimal resources until other personnel can arrive.

Emergency Medical Technician (EMT)

- Successful completion of an approved EMT education program.
- Perform interventions with the basic equipment typically found on a Basic Life Support (BLS) and Advanced Life Support (ALS) ambulance to manage life threats, medical, and psychological needs.

Advanced Emergency Medical Technician (AEMT)

- Successful completion of a nationally accredited or CAAHEP-accredited AEMT education program.
- Perform focused advanced skills and pharmacological interventions to mitigate specific life-threatening conditions, medical, and psychological conditions with a targeted set of skills beyond the level of an EMT.

Emergency Medical Technician Paramedic (EMT-P)

- Successful completion of a nationally accredited paramedic education program.
- Perform interventions with the basic and advanced equipment typically found on an ambulance, including diagnostic equipment approved by an agency medical director.
- Commonly facilitate medical decisions at emergency scenes and during transport.

Licensed Paramedic (LP)

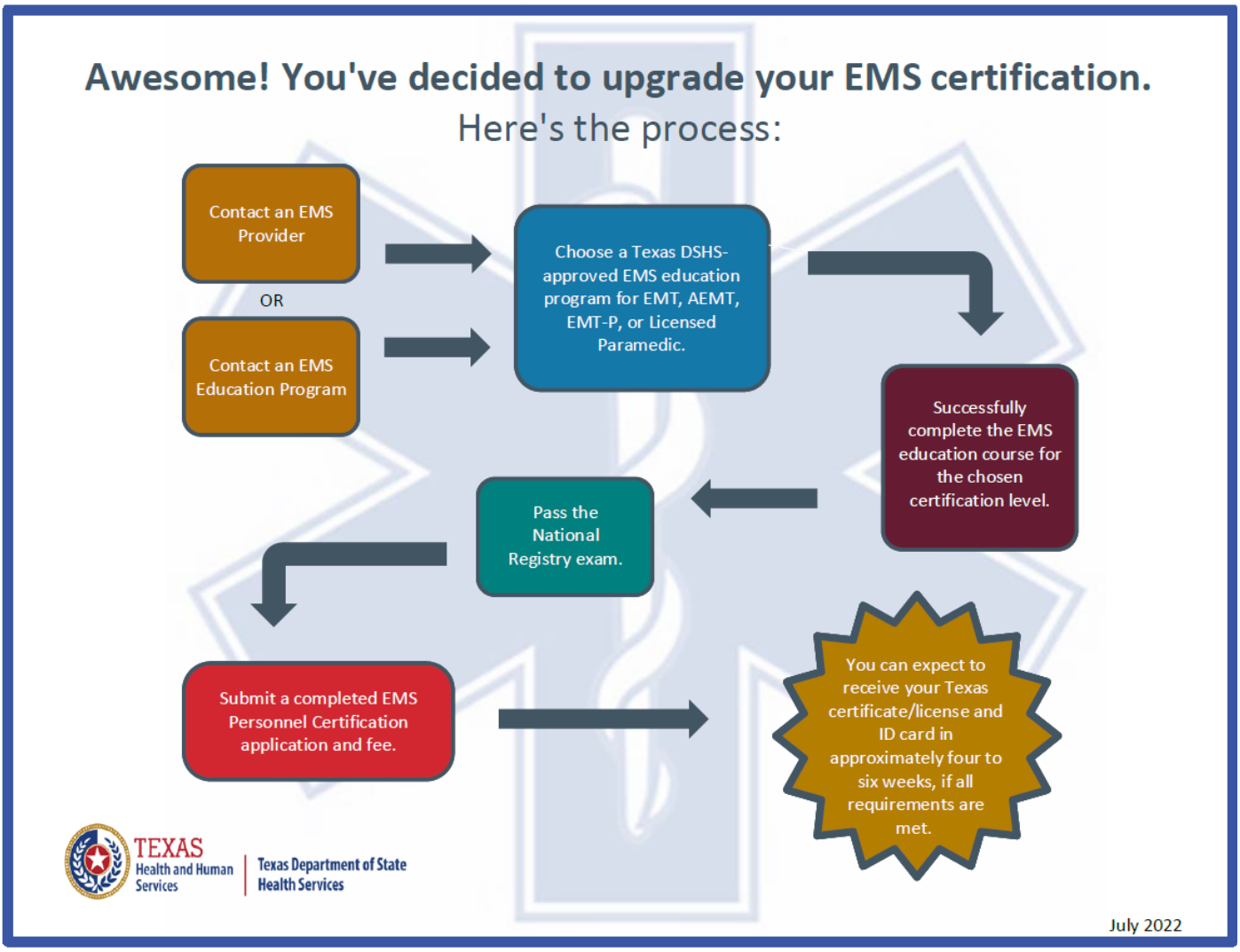
- Successful completion of a nationally accredited paramedic education program and an Associate's Degree.
- Perform interventions with the basic and advanced equipment typically found on an ambulance, including diagnostic equipment approved by an agency medical director.
- Commonly facilitate medical decisions at emergency scenes and during transport.

EMS degree programs are available, though many courses are offered through technical programs and others are approved through programs outside college settings. In Texas, EMS training programs are approved and monitored by staff in field offices located throughout the state. Contact the field office nearest you for information on available EMS courses.

July 2022

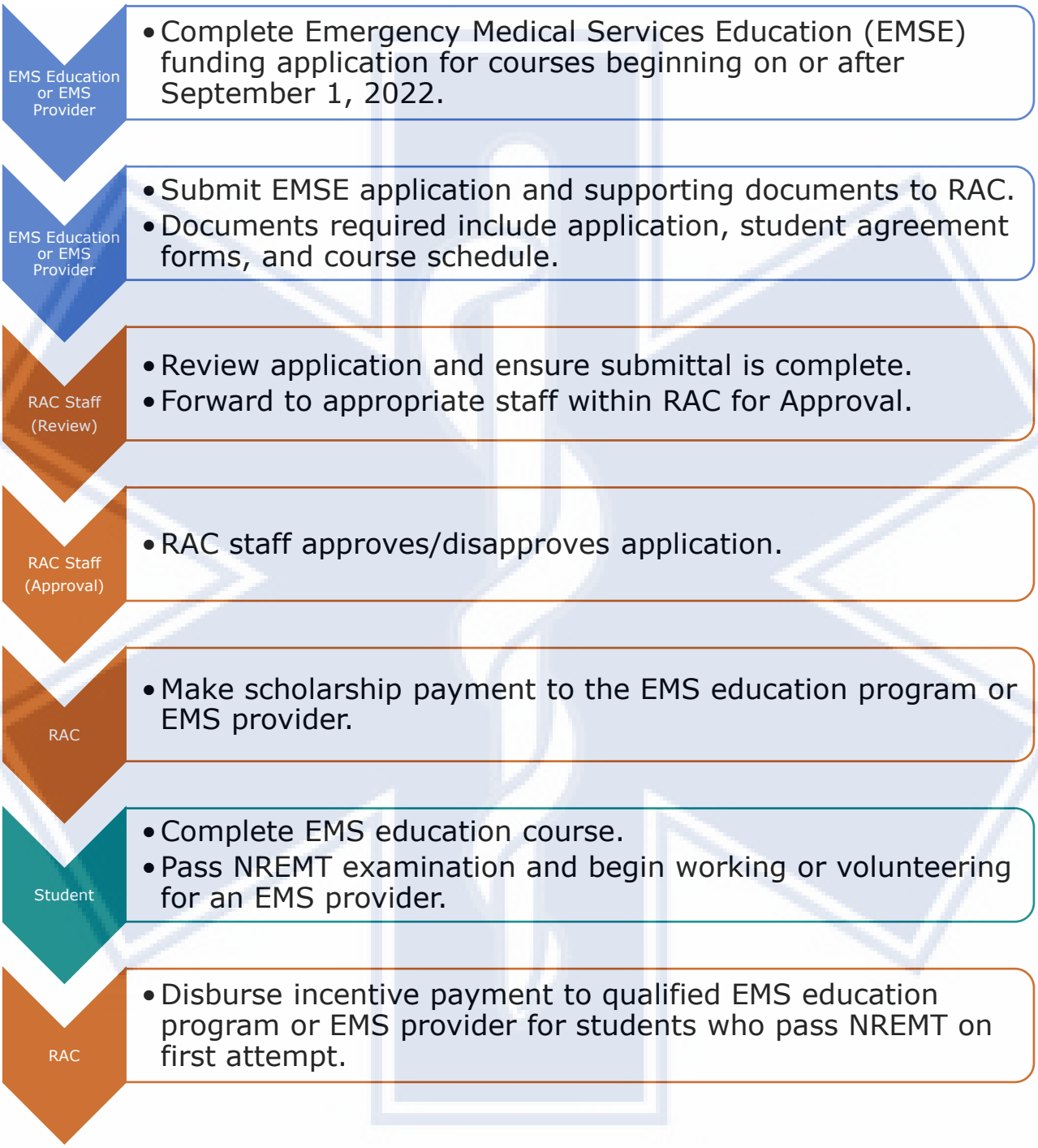
Appendix G: Pathway to Certification Flowchart

Appendix H: Upgrading Certification Flowchart



Appendix I: Passed the NREMT Flowchart

Appendix J: SB 8 EMS Education Recruitment Process



The RAC will submit quarterly progress reports and supporting documentation on expenditures, quarterly and final financial reports, and upon request, summary reports of activities funded through this project including recruitment and publicizing activities.

Course Coordinator Reimbursement

Process

START HERE

Student

Requirements:

- Pay for course using personal funds
- Provide proof of purchase*
- Complete course
- Provide proof of course completion**

COURSE COMPLETION

Student

Complete state certification process

Within 90 days of completing certification process, provide either:

- a letter from the EMS Education program you will be working for, **or**
- a letter of intent to start the EMS Education Program process.

REIMBURSEMENT

Regional Advisory Councils

RACs will:

- Reimburse course fee using available equipment or incentive funds
- Provide $600 per person if all listed requirements are met and documentation provided.

* Course fees must have been paid using the student's personal funds.

** Documentation must be provided within the eligible timeframe while the RAC still has available funds.

Course Coordinator Reimbursement Pledge

Within 90 days of the last day of class, I, _____ (print name), agree to provide 24 hours per month as a certified, state-approved Basic or Advanced Education Coordinator teaching or supporting an EMS education program for one (1) year following certification. In return for my commitment to service, I am being reimbursed $600 for the cost of the completed course coordinator's course. I understand that failure to complete the required year and hours of service may cause the Texas Department of State Health Services to take administrative action against me, including but not limited to repayment of the course reimbursement.

Print Name:	
Mailing Address:	
City, Zip, and County:	
Contact Phone Numbers:	
Email:	
☐ I will be working for an EMS Education Program: _____ ☐ I intend to start the EMS Education Program progress: _____	
Signature:	Date:

Office of EMS/Trauma Systems

dshs.texas.gov/team-texas-ems/

Commissioners Court - Regular Session **44.**

Meeting Date: 10/03/2023

Capital Area Housing Finance Corporation Transfer of Allocation of Private Activity Bond Volume Cap

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take possible action in connection with a resolution approving the transfer by the Capital Area Housing Finance Corporation to the Texas Department of Housing and Community Affairs of an allocation of private activity bond volume cap in connection with a single family mortgage origination program.

Background

Capital Area Housing Finance Corporation's (CAHFC) counsel has put together a memo that summarizes the single family assignment program between CAHFC and Texas Department of Community Affairs (TDHCA). The memo is attached. The top two paragraphs outlines the program and request to the Commissioners Court from CAHFC. The bullet points listed on the first and second page go into more detail about the benefit to CAHFC, the mortgage program that TDHCA is utilizing with the volume cap CAHFC assigns, income and purchase price limits and current mortgage rate. Pursuant to the provisions of Section 1372.044 of the Texas Government Code (the "Act"), the County of Williamson, as a sponsoring political subdivision of the Corporation, must approve of the assignment of the Volume Cap Allocation by CAHFC to TDHCA. Any bonds issued by TDHCA will be special obligations of TDHCA and neither the sponsoring political subdivisions of the Corporation nor the Corporation will be liable in any manner for the payment of such bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Memo Capital Area Housing Finance Corporation Volume Cap Transfer

Capital Area Housing Finance Corporation Volume Cap Transfer Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 10:35 AM
Form Started By: Julie Kiley		Started On: 09/28/2023 08:26 AM
Final Approval Date: 09/28/2023		

Memo

The Capital Area HFC (the "CAHFC") is a nonprofit housing finance corporation formed by a group of nine counties (including Williamson County) and the City of San Marcos. Part of the CAHFC's mission under state law is to facilitate the financing of housing for low- and moderate-income residents within its jurisdiction. One of the ways in which the CAHFC facilitates single-family homeownership within its jurisdiction is through mortgage revenue bond issuances where the proceeds of the bonds are used to facilitate single family mortgage loans to low- and moderate-income homebuyers at below-market interest rates. While the intent of these programs is an important part of the CAHFC's mission, such programs are costly to establish and administer. Instead of establishing a new mortgage origination program, the CAHFC has determined that the most effective way to serve its sponsor jurisdictions is to partner with the Texas Department of Housing and Community Affairs ("TDHCA"), which has an established, statewide mortgage revenue bond program, My First Texas Home Program ("MFTH"), which is targeted to first-time homebuyers and veterans.

In order to issue tax-exempt mortgage revenue bonds, an issuer such as the CAHFC or TDHCA must obtain an allocation of private activity bond volume cap from the Texas Bond Review Board. The CAHFC has applied for and been awarded with an allocation of private activity bond volume cap and has determined to assign the volume cap allocation to TDHCA for use in a forthcoming mortgage revenue bond issuance by TDHCA. The proceeds of the bonds issued by TDHCA will be allocated to mortgage loans originated in the CAHFC's jurisdiction, including Williamson County. The Texas Government Code provides the process by which a housing finance corporation, such as the CAHFC, may assign an allocation of volume cap to TDHCA. As part of this process, the housing finance corporation's sponsoring political subdivisions must approve of the assignment by resolution. Accordingly, the CAHFC is requesting that Commissioners Court consider the resolution provided by the CAHFC which would authorize the transfer of volume cap to TDHCA.

- CAHFC Benefit:
    - CAHFC will benefit economically though an ongoing fee (4.75bps) received against loans originated, on their behalf, within the CAHFC's jurisdiction.
    - TDHCA will handle the servicing of the loans, marketing of the program, reporting and compliance tracking for the life of the loan, the CAHFC hands all responsibilities to TDHCA and gets credit for the loans closed.
    - More importantly, the CAHFC can actively and meaningfully participate in financing below-market mortgages to first time homebuyers and veterans.
- TDHCA Benefit:
    - Leveraging existing volume cap, which will assist TDHCA in maintain current bond and MCC issuance levels in an environment where volume cap is becoming increasingly scarce.

- My First Texas Home Program
    - First time homebuyers and veterans only
    - 30-year, low interest rate mortgages
    - Down payment assistance and/or closing cost assistance options of up to 5% of mortgage loan.
        - Assistance options to the borrower in the form of a 0% interest, deferred, repayable 2nd lien or a 3-year forgivable 2nd lien with a 36-month affordability period.

    - Combine with Mortgage Credit Certificate (MCC) Option
    - Meet income and property value limits as shown below:

As of July 2023, per Redfin housing data, the current median home price in Williamson County is $430,000.

TDHCA sets the income and purchase limits for the Program. As of June 19, 2023, income limits and purchase price limits are as follows:

- Targeted Area Income Limits: [1]
    - 1 or 2 person households: 120% AMI ($140,160)
    - 3 or more persons: 140% AMI ($163,520)
- Non-Targeted Area Income Limits: [2]
    - 1 or 2 person households: 100% AMI ($116,800)
    - 3 or more persons: 115% AMI ($134,320)
- Non-Targeted Area Purchase Limits
    - $582,624
- Targeted Area Purchase Limits
    - $712,097

The mortgage rates for the MFTH program are dependent upon current market conditions. The mortgage rates and amounts of DPA is updated regularly and can be found on the Texas Homebuyer Program website under "Rate Notice".

- As of 8/31/2023, Freddie Mac Primary Mortgage Market Survey for 30-Yr fixed rate mortgage was **7.18%**
- My First Texas Home (MFTH) - 30 Year – Deferred Repayable 2nd Lien DPA
    - MFTH Bond Loan 3pts DPA
        - **6.375%**
    - MFTH Bond Loan 4pts DPA
        - **6.750%**

Helpful Links:

- https://thetexashomebuyerprogram.com/products/my-first-texas-home
- https://thetexashomebuyerprogram.com/uploads/Rate-Notice.pdf?v=1694180673

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[1] **Targeted Area** is defined as a census tract in which 70% or more of the families have incomes that are 80% or less of the statewide median income or an area on chronic economic distress. Homebuyers purchasing properties located in a Targeted Area purchase price and income limits are generally higher.

- **Williamson County does not have any designated Targeted Areas**

[2] **Non-Targeted Area** is defined as a census tract that does not lie in a Targeted Area.

RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Capital Area Housing Finance Corporation (the *"Corporation"*) was created by the Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the Texas City of San Marcos pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269l-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the *"Act"*); and

WHEREAS, by resolution adopted on June 14, 2023, the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of $61,000,000 (the *"Reservation"*); and

WHEREAS, by resolution adopted on June 14, 2023, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs (*"TDHCA"*), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

WHEREAS, as the governmental unit that created the Corporation, the Board of County Commissioners of Williamson County, Texas (the *"Governing Body"*) desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the *"Assignment Agreement"*); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WILLIAMSON COUNTY, TEXAS THAT:

Section 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

Section 2. The County Judge of Williamson County, Texas is hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

[*Execution page follows*]

PASSED AND APPROVED this _____ day of _____, 2023.

_____
Judge Bill Gravell

(SEAL)

ATTEST:

_____
County Clerk

Exhibit A

Exhibit A

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this *"Agreement"*) is made as of the ____ day of _____, 2023 by and between the CAPITAL AREA HOUSING FINANCE CORPORATION (*"CAHFC"*), a Texas nonprofit housing finance corporation and the TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (*"TDHCA"*), a public and official agency of the State of Texas.

RECITALS:

A. CAHFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the *"Act"*), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes CAHFC to issue bonds for the purpose of obtaining funds to financehome mortgage loans (or participation interests therein) for persons of low and moderate income forhomes within the geographic limits of the Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the City of San Marcos.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the *"Code"*), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain "private activity bonds" (as defined in Section 141(a) of the Code) must come within the issuing authority's private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond "State ceiling" (as defined in Section 146(d) of the Code) applicable to the State of Texas (the *"State"*) is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the *"Allocation Act"*).

F. The Allocation Act requires CAHFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an *"Application for Reservation"*) with the Texas Bond Review Board (the *"Bond Review Board"*), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the *"Allocation Rules"*) require that an Application for Reservation be accompanied by a copy of the certifiedresolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on June 14, 2023, CAHFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of $61,000,000 with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of "State Ceiling" in connection with such Application for Reservation (the *"Reservation"*).

I. CAHFC has determined to (a) delegate to TDHCA CAHFC's authority to issue bonds or mortgage credit certificates (*"MCCs"*) for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that "a housing finance corporation may delegate to the Texas Department of Housing and Community Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes," and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. CAHFC was created by the Counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano and Williamson and the City of San Marcos (collectively, the *"Sponsors"*) pursuant to the Act.

K. As the governmental unit that created CAHFC, the Sponsors have approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties,covenants and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. Assignment. CAHFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of CAHFC's right, title and interest in, to and under the Reservation (the *"Assignment"*), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2023 program year.

Section 2. Consents. CAHFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.

Section 3. Expenses. TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and TDHCA will pay all costs associated with the issuance of the bonds.

Section 4. Agreement. In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of CAHFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA (*"Pooled Loans"*), and/or (b) My First Texas Home Combo Loans with MCCs (*"Combo Loans,"* and referred to herein together with the Pooled Loans collectively as *"CAHFC Loans"*), until an aggregate amount of $61,000,000 of CAHFC Loans (accounting for

the amount of Pooled Loans originated, pooled and purchased by the trustee, and the amount of volume cap used to originate the Combo Loans) have been originated or issued, respectively. CAHFC Loans will be originated on a first-in, first-out basis. The provisions in the Term Sheet attached hereto as Exhibit A are incorporated herein and supplement the provisions of this Agreement; *however,* in the event of any inconsistency between the provisions of this Agreement and the Term Sheet, the provisions of this Agreement shall supersede those of the Term Sheet.

Section 5. Fees. TDHCA will pay an ongoing fee of 4.75 basis points (collectively, *"CAHFC Fees"*) of the aggregate outstanding balance of CAHFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. CAHFC Fees will be paid for a period of 10 years for each CAHFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an CAHFC Fee is calculated. The outstanding balance of CAHFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of CAHFC Loans). CAHFC Fees cease to accrue with respect to any CAHFC Loan once that CAHFC Loan has been repaid or prepaid. CAHFC Fees will be paid annually, in accordance with payment instructions to be provided by CAHFC.

Section 6. Reporting. Once CAHFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

Section 7. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

Section 8. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

Section 9. Entire Agreement; Amendment and Waiver. This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

Section 10. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

CAPITAL AREA HOUSING FINANCE CORPORATION

By: _____
Name: _____
Title: _____

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By: _____
Name: _____
Title: _____

EXHIBIT A

2023 Term Sheet
Housing Finance Corporation Volume Cap Assignment

Issuer:	Texas Department of Housing and Community Affairs ("TDHCA")
HFC Partner:	Housing Finance Corporation ("HFC")
Volume Cap:	To be reserved by the HFC for subsequent assignment to TDHCA ("Reservation").
Assignment:	TDHCA and the HFC will execute an Assignment Agreement to assign the Reservation to TDHCA. The HFC's governing body will be required to approve the Assignment.
Assignment Purpose:	To be used by TDHCA to originate (a) My First Texas Home Bond Loans that are eligible for pooling into mortgage backed securities and purchased by tax- exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", collectively "HFC Loans").
Loan Prioritization	The HFC Loans shall be recorded on a first in first out ("FIFO") basis until the equivalent of the assigned volume cap has been exhausted.
Volume Cap Utilization:	Pooled Loans will be credited at par. Combo Loans will be credited in accordance with the volume cap used to originate such loan.
HFC Fees:	TDHCA will pay an ongoing fee of 4.75 basis points against the aggregate outstanding balance of HFC Loans that have been pooled into mortgage- backed securities or for which an MCC has been issued. The HFC Fees will be paid for a period of ten years for each loan originated under the Assignment Agreement that is not more than 30-days delinquent at the time the Pooled Loan Fee is calculated. The outstanding balance will be reduced monthly to reflect principal repayments and prepayments (including foreclosures). HFC Fees cease to accrue with respect to any HFC Loan once that loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by the HFC.

Related Costs:	TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of the Assignment Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and will pay all costs associated with the issuance of the bonds.
Reporting:	Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

Mortgage Loan Program

While TDHCA may originate more loans within the HFC's jurisdiction, the maximum amount of HFC Loans is limited to the volume cap assigned.

Loans originated through a bond issue include FHA, VA, and USDA loans (no conventional loans). All loans must have a term of 30 years.

Commissioners Court - Regular Session **45.**

Meeting Date: 10/03/2023

ARPA funding City of Hutto contract

Submitted By: Jody Cook, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve a subrecipient grant agreement between Williamson County and City of Hutto 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 Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) funds. This agreement is a subrecipient grant agreement in the amount of $10 million dollars.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Hutto Contract ARPA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 10:33 AM
Form Started By: Jody Cook		Started On: 09/27/2023 09:13 AM
Final Approval Date: 09/28/2023		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF HUTTO FOR THE SE LOOP WASTEWATER INTERCEPTOR PROJECT

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

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and City of Hutto ("SUBRECIPIENT"), (collectively, the "Parties"). The Parties have reviewed this Agreement and agree to the following:

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

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

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

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

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

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

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

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows: The City of Hutto has started the design of and is committed to constructing the Southeast Loop Wastewater Interceptor project that will facilitate wastewater service in southeastern Hutto and southwestern Taylor thereby creating a regional wastewater solution.

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

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

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

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

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

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

II.
PAYMENT

The COUNTY shall make available an amount of up to $10,000,000 **(TEN MILLION DOLLARS)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

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

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form

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

III.
TERM/TERMINATION

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

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

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

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

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

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

IV.
AMENDMENTS

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

V.
STANDARDS FOR FINANCIAL MANAGEMENT

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

SUBRECIPIENT shall maintain an effective accounting system, which will:

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

VI.
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information

that it is mandated to withhold to comply with state or federal law.

VII.
ALLOWABLE COSTS

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

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

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

IX.
EQUIPMENT

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

Procedures for managing equipment must meet the following requirements:

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

v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

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

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

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

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

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

XII.
INDEPENDENT CONTRACTORS

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

XIII.
SUBCONTRACTING AUTHORITY

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

XIV.
DOCUMENTATION

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

XV.
FORM 1295 COMPLIANCE

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

XVI.
NOTICE

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

County;

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

and

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

Subrecipient:

City Manager
City of Hutto
500 West Live Oak
Hutto, TX 78634

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:**
_____	DocuSigned by: BEB500A4D5F0477...
Bill Gravell, Jr., County Judge	James Earp, City Manager
Date: _____ ___, 2023	Date: September 14, 2023

APPENDIX A – Scope of Services

Expenditure Category – 5.2 Clean Water: Centralized Wastewater Collection and Conveyance

This project includes the construction of a wastewater interceptor along the Southeast Loop alignment to meet the needs for a regional wastewater solution between southwestern Taylor ETJ and southeaster Hutto. The interceptor will convey wastewater flows from existing and future wastewater connections to the existing wastewater treatment plant in Hutto.

APPENDIX B – Program or Project Budget/Allowable Expenses

This agreement is for $10 million in construction costs.

(incorporated herein as if copied in full)

RESOLUTION NO. R-2023-144

A RESOLUTION OF THE CITY OF HUTTO, TEXAS, APPROVING SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND THE CITY OF HUTTO IN THE AMOUNT OF UP TO $10 MILLION DOLLARS FOR THE SE LOOP WASTEWATER INTERCEPTOR PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING PROPER NOTICE & MEETING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to enter a Subrecipient Agreement between Williamson County and the City of Hutto, Texas ("City") for the SE Loop Wastewater Interceptor Project in the amount of up to $10,000,000 dollars (10 million), ("Agreement"); and

WHEREAS, the City Council desires to authorize the City Manager to execute the Agreement attached as Exhibit A.

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

Section 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: The Hutto City Council hereby approves and authorizes the City Manager to execute the Agreement, attached as Exhibit A, a copy of same being attached hereto and incorporated herein for all purposes.

Section 3: The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED & APPROVED by the CITY COUNCIL of the CITY OF HUTTO, on the 17th day of August 2023 on vote of 7 AYES; 0 NAYS; 0 ABSTENTIONS

City of Hutto, Texas

Mike Snyder, Mayor

ATTEST:

Angela Lewis, City Secretary

THE CITY OF HUTTO
INCORPORATED 1911

EXHIBIT A

(Subrecipient Agreement between Williamson County and City of Hutto)

Commissioners Court - Regular Session **46.**

Meeting Date: 10/03/2023

Transformative Justice Program Director Agreement with Texas Community Supervision Alternatives

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Agreement for Program Director Services for the Williamson County Transformative Justice Program between Williamson County and Texas Community Supervisions Alternatives, LLC; and exemption of such services for the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Loc. Gov't Code 262.024(a)(4).

Background

If approved, Texas Community Supervision Alternatives, LLC will be taking of the Program Director Services for the Transformative Justice Program from Terence Davis. Texas Community Supervision Alternatives, under the direction or Dean Eddy, LPC-S, LSOPT-S, will provide oversight of the program and provide counselors/case managers for the supervision of clients. Mr. Eddy has met with all parties involved with the program, and they are all in agreement with Texas Community Supervision Alternatives take over Program Director Services.

This program is grant-funded through the Bureau of Justice Assistance and does not require a county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Program Director Services Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/27/2023 12:03 PM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:47 PM
Form Started By: John Pelczar		Started On: 09/27/2023 11:03 AM
Final Approval Date: 09/27/2023		

AGREEMENT FOR PROGRAM DIRECTOR SERVICES
FOR
WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM

This Agreement for Program Director Services for the Williamson County Transformative Justice Program ("Agreement") is by and between Williamson County ("County") and Texas Community Supervision Alternative, LLC ("Service Provider").

1. Description of Program and Purpose of Agreement

1.1 The mission and vision of the Williamson County Transformative Justice Program ("Program") is to reduce incarceration of and improve outcomes for emerging adults ages 17- 24 in the Williamson County, Texas justice system. The Program is designed to positively impact the following: (1) a Public Health Alternative to Incarceration Program (ATI), (2) direct litigation, and (3) community engagement & re-entry. The Program partners with community stakeholders, criminal justice agencies and health and human services professionals that will address the underlying factors contributing to the emerging adults' involvement in the criminal justice system. Finally, community engagement and re-entry efforts support the Program participants as they transition back to their communities.

1.2 The purpose of this Agreement is to provide the terms, conditions, covenants, and compensation relating to Service Provider's provision of program management and director services for the Program.

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2023 until September 30, 2024, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Service Provider's services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Services

3.1 Service Provider agrees to provide the following Scope of Services in relation to the Program:

a. Assure that all service providers maintain program integrity in the implementation of the individualized treatment plans, interactions with program participants, and interactions among providers. This will include creating "systems" for initiating cases, maintaining documents, and corresponding with the participants .
b. Engage in ongoing support with community members and identifying additional partners for sustainable expansion of the program.
c. Successfully enroll participants in program in partnership with program attorneys, prosecutors, jail officials, judges, and magistrates with a goal of maintaining approximately 70-90 active participants
d. Lead the program team comprised of case managers, attorneys, counselors, and partners
e. Ensure fidelity to grant and research design in collaboration with funding sources and governing bodies
f. Provide direct supervision and clinical supervision of case mangers/counseling staff
g. Oversee client participation in appropriate treatment and/or educational programming, such as substance abuse evaluations, drug education classes, diversion opportunity classes, and cognitive skill training.
h. Facilitate multidisciplinary team meetings and partner meetings
i. Supervise program case managers and counselors
j. Lead court preparation including court reports and docket
k. Lead team in data collection and reporting to court and grant officials ensuring that goals and benchmarks are met or exceeded
l. Collect, report, and evaluate program output and outcome data
m. Manage program budget including personnel, operating, and participant costs
n. Lead collaboration with community partners including participation and presenting to local collaboratives
o. Report regularly on program updates and participant progress and outcomes to Judge, District Attorney, program team, and other partners
p. Seek funding and resources for participant needs including healthcare, transportation, housing, and job training/placement/ and incentives
q. Manage Emerging Adult facility needs in partnership with county and outside partners to ensure phones, technology, furniture, supplies, equipment and other resources and needs are available and functioning
r. Communicate and participate with research partners in collecting and processing data
s. Complete and submit all reports timely to satisfy grant funders

4. Compensation

4.1 County agrees to pay Service Provider the total not to exceed fee of $286,300.00 to provide the Scope of Services as described in Paragraph 3 for the entire Term of this Agreement. The said total not to exceed fee shall be paid in twelve (12) monthly installments of $23,858.33 each.

4.2 Service Provider agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by 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 County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Service Provider of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Service Provider must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Service Provider is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Service Provider. Service Provider acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Service Provider shall pay all taxes, licenses, and fees levied or assessed on Service Provider in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Service Provider, Service Provider's agents, employees, and representatives. Service Provider agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which

the County may be required or deem it necessary to pay on account of employees of Service Provider. Service Provider agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Service Provider.

5.2 Service Provider shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Service Provider hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Service Provider acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

6. Representations and Warranties

6.1 Service Provider represents and warrants that:

a. Service Provider has the authority to sign and be bound by the terms of this Agreement; and

7. Responsibility for Acts and Omissions

7.1 Service Provider is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 PROGRAM DIRECTOR 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.

7.2 Service Provider expressly waives rights or claims of subrogation Service Provider may have against County.

8. General Terms

8.1 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.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 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, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations. When required, Service Provider shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

<u>County</u>
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

<u>Service Provider</u>
Texas Community Supervision Alternative, LLC
Dean Eddy, LPC-S, LSOTP-S
503 Main Street
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way

Georgetown, Texas 78626

8.9 Program Director 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 books, documents, papers and records of Program Director which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Program Director agrees that County shall have access during normal working hours to all necessary Program Director facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Program Director reasonable advance notice of intended audits.

8.10 Program Director acknowledges that the funding to be paid to Program Director is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Program Director immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Program Director for all amounts incurred and earned up to date of the termination of grant funding.

8.11 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 COUNTY 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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2023.

WILLIAMSON COUNTY	SERVICE PROVIDER
By:_____	By: Deb. Eddy, MA, LPC-S, LSOTP-S
Printed Name: _____	Printed Name: Dean Eddy, LPC-S, LSOTP-S
Title: Presiding Officer of Williamson County Commissioners Court	Title: Managing Owner

Commissioners Court - Regular Session **47.**

Meeting Date: 10/03/2023

Transformative Justice Program Legal Services Agreement with JR Hancock

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Legal Services Agreement for Williamson County Transformative Justice Program between Williamson County and JR Hancock; and exemption of such services for the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Loc. Gov't Code 262.024(a)(4).

Background

This is a renewal of Mr. Hancock's legal services agreement for the Williamson County Transformative Justice Program. Mr. Hancock has been serving in this role since the programs inception and his current contract expires September 30, 2023. There were no changes made from the previous contract other than updating the dates of service.

This program is grant-funded through the Bureau of Justice Assistance and does not require a county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Legal Services Agreement-JRHancock

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/27/2023 12:03 PM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:48 PM
Form Started By: John Pelczar		Started On: 09/27/2023 11:20 AM
Final Approval Date: 09/27/2023		

WILLIAMSON COUNTY
TRANSFORMATIVE JUSTICE PROGRAM
AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is by and between Williamson County ("County") and J.R. Hancock ("Defense Counsel").

1. Purpose

1.1 The purpose of this Agreement is to provide the terms, conditions, covenants and compensation relating to Defense Counsel's provision of legal representation to participants who are accepted and receiving services ("Program Services") in the Williamson County Transformative Justice Program ("the Program").

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2023 until September 30, 2024, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Defense Counsel for services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Representation

3.1 Defense Counsel agrees to provide legal representation to participants regarding their pending Program eligible criminal offense including the following:

a) Review of probable cause and intake documents in order to advise client regarding their voluntary participation in the Program;
b) Request and review any/all evidence regarding the pending offense made available to the Defense Counsel throughout the participant's enrollment in the Program;
c) Communicate with, and advise the participant at all stages of the representation regarding the evidence in their case throughout the participant's enrollment in the Program;
d) Communicate with the prosecutor, and advocate for the participant, regarding the evidence in the case and any mitigating evidence determined by defense counsel throughout the participant's enrollment in the Program;
e) Attend and advocate for the participant, at all Case Management, Multi Disciplinary Team meetings, Criminal Justice Team meetings, or any other scheduled meetings regarding the status of the participant throughout the participant's enrollment in the Program;
f) Attend any training requested or required by the Program;
g) Appear and represent participant at all court hearings throughout the participant's enrollment in the Program;
h) Upon successful completion of the Program and Dismissal of the pending charge, Defense Counsel shall file the necessary documents to seek expunction of the criminal records for the participant's Program offense.

3.2 The Attorney shall work "on call" every other weekend, including any holiday immediately preceding or following said weekend. The Attorney may arrange for an approved substitute for said weekend.

3.3 Under this Agreement, the legal services provided by Defense Counsel SHALL NOT INCLUDE any legal representation for Misdemeanor criminal charges, any criminal offenses involving a Program participant that occur outside of Williamson County, Texas, or any criminal matters that are not directly related to the Program eligible offense pending against the participant.

3.4 Upon the signing of an Order of Expunction in a Program participant's case, any further obligation of Defense Counsel to provide legal services to the Program participant shall be terminated.

3.5 At any time the participant is unsuccessfully terminated from the Program and his/her pending criminal case is prosecuted through the traditional criminal justice system of Williamson County, Texas, Defense Counsel's legal representation of participant will also terminate.

4. Compensation

4.1 County agrees to pay Defense Counsel a flat rate of $4750 per month, for up to 100 hrs/month of the legal services provided to participants as described in Paragraph 3.

4.2 Defense Counsel agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by 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 County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Defense Counsel of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Defense Counsel must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Defense Counsel is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Defense Counsel. Defense Counsel acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Defense Counsel shall pay all taxes, licenses, and fees levied or assessed on Defense Counsel in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Defense Counsel, Defense Counsel's agents, employees, and representatives. Defense Counsel agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Defense Counsel. Defense Counsel agrees to furnish the County with the information required to enable it

to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Defense Counsel.

5.2 Defense Counsel shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Defense Counsel hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Defense Counsel acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

5.3 During the term of this agreement, Defense Counsel may provide other legal representation for individuals or entities so long as said representation does not interfere with the obligations under this Agreement.

6. Representations and Warranties

6.1 Defense Counsel represents and warrants that:

a) Defense Counsel has the authority to sign and be bound by the terms of this Agreement;

b) Defense Counsel is licensed by the State Bar of Texas and in good standing; and

c) All legal representation provided by Defense Counsel shall be performed for participants in accordance with the professional standards applicable under the Rules of Professional Responsibility.

7. Responsibility for Acts and Omissions

7.1 Defense Counsel is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, DEFENSE COUNSEL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 DEFENSE COUNSEL 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.

7.2 Defense Counsel expressly waives rights or claims of subrogation Defense Counsel may have against County.

8. General Terms

8.1 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.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 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, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations. When required, Defense Counsel shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

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

Defense Counsel
J.R Hancock, Attorney at Law
601 Quail Valley Drive
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

8.9 Defense Counsel 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 books, documents, papers and records of Defense Counsel which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Defense Counsel agrees that County shall have access during normal working hours to all necessary Defense Counsel facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Defense Counsel reasonable advance notice of intended audits.

8.10 Defense Counsel acknowledges that the funding to be paid to Defense Counsel is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Defense Counsel immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Defense Counsel for all amounts incurred and earned up to date of the termination of grant funding.

8.11 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 COUNTY 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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2022.

WILLIAMSON COUNTY

By:_____

Printed Name: _____

Title: Presiding Officer of Williamson County Commissioners Court

DEFENSE COUNSEL

By: _____

Printed Name: J.R. Hancock

Title: Attorney at Law

Commissioners Court - Regular Session **48.**

Meeting Date: 10/03/2023

Transformative Justice Program Legal Services Agreement with Jo Poenitzsch

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Legal Services Agreement for Williamson County Transformative Justice Program between Williamson County and Jo Poenitzsch; and exemption of such services for the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Loc. Gov't Code 262.024(a)(4).

Background

This is a renewal of Ms. Poentizsch's legal services agreement for the Williamson County Transformative Justice Program. Ms. Poentizsch has been serving in this role since the programs inception and her current contract expires September 30, 2023. There were no changes made from the previous contract other than updating the dates of service.

This program is grant-funded through the Bureau of Justice Assistance and does not require a county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Legal Services Agreement-JPoenitzsch

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/27/2023 12:03 PM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:49 PM
Form Started By: John Pelczar		Started On: 09/27/2023 11:26 AM
Final Approval Date: 09/27/2023		

WILLIAMSON COUNTY
TRANSFORMATIVE JUSTICE PROGRAM
AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is by and between Williamson County ("County") and Jo Poenitzsch ("Defense Counsel").

1. Purpose

1.1 The purpose of this Agreement is to provide the terms, conditions, covenants and compensation relating to Defense Counsel's provision of legal representation to participants who are accepted and receiving services ("Program Services") in the Williamson County Transformative Justice Program ("the Program").

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from October 1, 2023 until September 30, 2024, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Defense Counsel for services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 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.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Representation

3.1 Defense Counsel agrees to provide legal representation to participants regarding their pending Program eligible criminal offense including the following:

a) Review of probable cause and intake documents in order to advise client regarding their voluntary participation in the Program;
b) Request and review any/all evidence regarding the pending offense made available to the Defense Counsel throughout the participant's enrollment in the Program;
c) Communicate with, and advise the participant at all stages of the representation regarding the evidence in their case throughout the participant's enrollment in the Program;
d) Communicate with the prosecutor, and advocate for the participant, regarding the evidence in the case and any mitigating evidence determined by defense counsel throughout the participant's enrollment in the Program;
e) Attend and advocate for the participant, at all Case Management, Multi Disciplinary Team meetings, Criminal Justice Team meetings, or any other scheduled meetings regarding the status of the participant throughout the participant's enrollment in the Program;
f) Attend any training requested or required by the Program;
g) Appear and represent participant at all court hearings throughout the participant's enrollment in the Program;
h) Upon successful completion of the Program and Dismissal of the pending charge, Defense Counsel shall file the necessary documents to seek expunction of the criminal records for the participant's Program offense.

3.2 The Attorney shall work "on call" every other weekend, including any holiday immediately preceding or following said weekend. The Attorney may arrange for an approved substitute for said weekend.

3.3 Under this Agreement, the legal services provided by Defense Counsel SHALL NOT INCLUDE any legal representation for Misdemeanor criminal charges, any criminal offenses involving a Program participant that occur outside of Williamson County, Texas, or any criminal matters that are not directly related to the Program eligible offense pending against the participant.

3.4 Upon the signing of an Order of Expunction in a Program participant's case, any further obligation of Defense Counsel to provide legal services to the Program participant shall be terminated.

3.5 At any time the participant is unsuccessfully terminated from the Program and his/her pending criminal case is prosecuted through the traditional criminal justice system of Williamson County, Texas, Defense Counsel's legal representation of participant will also terminate.

4. Compensation

4.1 County agrees to pay Defense Counsel a flat rate of $4750 per month, for up to 100 hrs/month of the legal services provided to participants as described in Paragraph 3.

4.2 Defense Counsel agrees to submit an invoice to County once per month on the last day of the invoiced month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by 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 County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Defense Counsel of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Defense Counsel must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Defense Counsel is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Defense Counsel. Defense Counsel acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Defense Counsel shall pay all taxes, licenses, and fees levied or assessed on Defense Counsel in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Defense Counsel, Defense Counsel's agents, employees, and representatives. Defense Counsel agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Defense Counsel. Defense Counsel agrees to furnish the County with the information required to enable it

to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Defense Counsel.

5.2 Defense Counsel shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Defense Counsel hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Defense Counsel acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

5.3 During the term of this agreement, Defense Counsel may provide other legal representation for individuals or entities so long as said representation does not interfere with the obligations under this Agreement.

6. Representations and Warranties

6.1 Defense Counsel represents and warrants that:

a) Defense Counsel has the authority to sign and be bound by the terms of this Agreement;

b) Defense Counsel is licensed by the State Bar of Texas and in good standing; and

c) All legal representation provided by Defense Counsel shall be performed for participants in accordance with the professional standards applicable under the Rules of Professional Responsibility.

7. Responsibility for Acts and Omissions

7.1 Defense Counsel is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, DEFENSE COUNSEL SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 DEFENSE COUNSEL 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.

7.2 Defense Counsel expressly waives rights or claims of subrogation Defense Counsel may have against County.

8. General Terms

8.1 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.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 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, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations. When required, Defense Counsel shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

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

Defense Counsel
Jo Poenitzsch, Attorney at Law
1112 South Rock Street
Georgetown, Texas 78626

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
200 Wilco Way
Georgetown, Texas 78626

8.9 Defense Counsel 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 books, documents, papers and records of Defense Counsel which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Defense Counsel agrees that County shall have access during normal working hours to all necessary Defense Counsel facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Defense Counsel reasonable advance notice of intended audits.

8.10 Defense Counsel acknowledges that the funding to be paid to Defense Counsel is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Defense Counsel immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Defense Counsel for all amounts incurred and earned up to date of the termination of grant funding.

8.11 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 COUNTY 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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of October 1, 2022.

WILLIAMSON COUNTY

By:_____

Printed Name: _____

Title: Presiding Officer of Williamson County Commissioners Court

DEFENSE COUNSEL

By: _____

Printed Name: Jo Poenitzsch

Title: Attorney at Law

Commissioners Court - Regular Session **49.**

Meeting Date: 10/03/2023

Approval of Purchase for Signage with Executive Signs Enterprises, Inc. for Parks Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase from Executive Signs Enterprises, Inc. for additional custom signage including delivery and installation, in the not-to-exceed amount of $10,960.00, Contract #2023283, and exempting this purchase from competitive bidding requirements as per Texas Local Government Code Discretionary Exemption 262.024(a)(7)(D) captive replacement parts or components for equipment and execution of the proposal. The Funding Source is P315

Background

This is to provide materials, delivery, and installation of additional custom signage at the Williamson County River Ranch Park, 194 Reveille Way, Liberty Hill, TX 78642. This is specific signage that will match the existing complex custom signage that was installed by Executive Signs Enterprises, Inc. as a subcontractor of the original contract. The funding source is P315 and the department point of contact is Robert Moss.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/27/2023 12:03 PM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:45 PM
Form Started By: Johnny Grimaldo		Started On: 09/25/2023 10:45 AM
Final Approval Date: 09/27/2023		

Executive Signs Enterprises, Inc.
5621 Central Texas Dr. San Marcos, TX 78666

Phone (210) 492-9436
Fax (210) 492-9483
www.executivesigns.com

TSCL#18330

Proposal

ACCOUNT REP	E-MAIL
Austin Kemper	Austin@executivesigns.com

PROPOSAL SUBMITTED TO	PHONE	DATE
River Ranch County Park	512.943.1928	September 7, 2023
STREET	CONTACT	E-MAIL
194 Reveille Way	Robert Moss	robert.moss@wilco.org
CITY, STATE, ZIP CODE	JOB LOCATION	
Liberty Hill, TX 78642	River Ranch County Park	

EXECUTIVE SIGNS ENTERPRISES, INC. WILL FURNISH & INSTALL THE FOLLOWING:

Produce and Install (1) new directional sign panel with brushed flat cut out letters for Trailhead parking south and blank panel for the backside, panels will be welded to exisitng directional sign=$3,066.00

Produce and install (1) 6'x3' corten steel sign with brushed flat cut out letters reading Interpretive Center, logo in top right corner will be laser cut out. sign will be installed on concrete footer provided by Executive Signs=$7,694.00

Trip Charge=$200.00

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF:

ten thousand nine hundred sixty dollars and .00 cents DOLLARS

$10,960.00	SUBTOTAL
$0.00	TAX
$10,960.00	**TOTAL**

PAYMENT TO BE MADE AS FOLLOWS:

Signs permit(s) if required will be added to the final invoice at the actual cost of the permit(s) plus administration time. Cost of Structural Engineering, if required, will also be added to the Final Invoice.

PLEASE NOTE: DUE TO NATIONAL MATERIAL SHORTAGE & INCREASING IN PRICING THIS PRICE QUOTE IS ONLY VALID FOR 30 DAYS. IF PROPOSAL IS NOT RETURNED WITHIN 30 DAYS TIME SIGNED FOR APPROVAL, PRICING IS SUBJECT TO CHANGE DEPENDING ON MARKET VALUE OF MATERIALS NEEDED FOR THE JOB PROPOSED.

THE ABOVE PRICING IS BASED ON MAUFACTURING FOR 120 VOLT ELECTRICAL POWER. CUSTOMER IS RESPONSIBLE FOR PROVIDING ELECTRICAL POWER TO THE SIGN LOCATION, AS WELL AS, ANY TIME CLOCK OR OTHER LIGHTING CONTROL. PER NATIONAL ELECTRIC CODE AND LOCAL CITY ORDINANCE, A DEDICATED CIRCUIT, INCLUDING NEUTRAL WIRE WITH GROUND IS REQUIRED FOR ALL SIGN LOCATIONS. COSTS INCURRED FROM ROCK OR OTHER OBSTRUCTIONS DURING EXCAVATION OR DRILLING OF THE STRUCTURAL FOUNDATIONS WILL BECOME AN EXTRA CHARGE AND APPLIED TO THE FINAL INVOICE. THE PURCHASER AGREES TO ACCEPT RESPONSIBILITY FOR ANY DAMAGES INCURRED BENEATH THE SURFACE WHERE DRILLING OR EXCAVATION IS REQUIRED.

THIS PROPOSAL IS SUBJECT TO YOU PROVIDING LANDLORD OR OWNERS APPROVAL, AND A SIGN PERMIT FROM THE LOCAL CITY. NO WORK WILL BE STARTED UNTIL A PERMIT HAS BEEN RECEIVED.

ALL MATERIALS ARE GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK IS TO BE PERFORMED IN ACCORDANCE WITH CUSTOMER APPROVED DRAWINGS AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY ALTERATIONS OR DEVIATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS ARE CONTINGENT UPON STRIKES OR DELAYS BEYOND OUR CONTROL. ALL MATERIAL PROVIDED REMAIN THE PROPERTY OF EXECUTIVE SIGNS ENTERPRISES, INC., UNTIL CONTRACT AMOUNT IS PAID IN FULL. ALL SUMS DUE EXECUTIVE SIGNS ENTERPRISES, INC. UNDER THIS CONTRACT SHALL BE DUE AND PAYABLE AT 5621 CENTRAL TEXAS DR. SAN MARCOS, TX 78666. ANY AND ALL ACTION TO ENFORCE, INTERPRET, OR OTHERWISE ADJUDICATE THE RIGHTS OF THE PARTIES HERETO SHALL BE BROUGHT ONLY IN HAYS COUNTY, TEXAS.

ACCEPTANCE OF PROPOSAL -- THE ABOVE PRICE SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED . PAYMENT WILL BE MADE AS OUTLINED ABOVE. THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED IN 30 DAYS

AUTHORIZED SIGNATURE _____	**EXECUTIVE SIGNS** _____
BY: _____	**BY:** Austin Kemper
DATE: _____	**DATE:** 9/22/23

Electrical Sign Contractor License #: 18330
Regulated by the Texas Department of Licensing and Regulation PO Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599; www.license.state.tx.us/complaints

Commissioners Court - Regular Session **50.**

Meeting Date: 10/03/2023

Authorize Issuing Advertisement for IFB #23IFB110 Crushed Granite Base 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 proposals for Crushed Granite Base under IFB #23IFB110.

Background

Williamson County is seeking qualified companies to provide for the purchase of Crushed Granite Base, picked up at plant site or delivered to the Central Maintenance Facility at 3151 S.E. Inner Loop, Georgetown, TX, 78626. Funding source 01.0200.0210.003551. 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	09/27/2023 11:59 AM
County Judge Exec Asst.	Becky Pruitt	09/27/2023 04:44 PM
Form Started By: Dolores Donaldson		Started On: 09/25/2023 08:46 AM
Final Approval Date: 09/27/2023		

Commissioners Court - Regular Session **51.**

Meeting Date: 10/03/2023

2013 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a 2013 Road Bond Transfer to move funds between the attached projects.

Background

This transfer is necessary to close P261 (CR 110 Middle Phase 2), P269 (CR 101 Phase 1), P271 (Seward Junction SE),P274 (Seward Junction SW),P284 (Hairy Man Road/Brushy Creek),P329 (O'Connor Drive Signals), and P506 (Greenfield/Oak Drainage). This transfer is also necessary to provide additional funding for P270 (Great Oaks Drive Bridge), P326 (RM 2243 Realignment), and P294 (Chandler Road Extension). Please see the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/25/2023 01:44 PM
Form Started By: Tomika Lynce		Started On: 09/22/2023 03:32 PM
Final Approval Date: 09/25/2023		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

September 19, 2023

Re: 2013 Road Bond Budget Allocation

Dear Ms. Lynce,

Please make the following budget allocations for the 2013 Road Bond Program:

- Close P261 CR 110 Middle Ph. 2 (Limmer Loop to CR107) and move remainder to P290 2013 Unallocated;
- Close P269 CR 101 (US79 to North of Chandler Rd) and move remainder to P290 2013 Unallocated;
- Close P271 Seward Junction Southeast and move remainder to P326 RM 2243 Re-Alignment;
- Close P274 Seward Junction Southwest and move remainder to P326 RM 2243 Re-Alignment;
- Close P284 Hairy Man Road/Brushy Creek and move remainder to P270 Great Oaks Drive Bridge;
- Move $1,000,000.00 from P290 2013 Unallocated to P270 Great Oaks Drive Bridge;
- Close P329 O'Connor Drive Signals and move remainder to P270 Great Oaks Drive Bridge;
- Close P506 Greenfield/Oak Bluff Drainage and move remainder to P294 Chandler Rd Extension

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen A. Eschberger, PE

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Michael J. Weaver., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **52.**

Meeting Date: 10/03/2023

2019 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

This transfer is necessary to close P349 (ILA Cedar Park Brushy Creek Rd),P354 (RR Blvd to Silver Spur Blvd),P357 (RR Blvd at Sun City Blvd),P367 (RM 2243),P384 (Ronald Reagan Widening PCT 3),P389 (CR Improvements and paving),P486 (Granger Drainage Improvements). This transfer is also necessary to provide additional funds for P347 (Toro Grande Blvd Extension), P326 (RM 2243 Re-Alignment), P353 (CR 245 (RM 2338 to RR Blvd), and P391 (CR 404 Realignment). Please see the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/25/2023 01:45 PM
Form Started By: Tomika Lynce		Started On: 09/22/2023 03:54 PM
Final Approval Date: 09/25/2023		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

September 19, 2023

Re: 2019 Road Bond Budget Allocation

Dear Ms. Lynce,

Please make the following budget allocations for the 2019 Road Bond Program:

- Move $2,400,000.00 from P349 Cedar Park Brushy Creek Rd Widening to P347 Toro Grande Blvd Widening;
- Close P349 Cedar Park Brushy Creek Rd Widening and move remainder to P326 RM 2243 Re-Alignment (183A to IH35);
- Move $400,000.00 from P352 Southwest Bypass Extension to P353 CR 245 (RM 2338 to Reagan Blvd);
- Close P354 Reagan Blvd at Silver Spur Blvd and move remainder to P353 CR 245 (RM 2338 to Reagan Blvd);
- Close P357 Reagan Blvd at Sun City Blvd and move remainder to P353 CR 245 (RM 2338 to Reagan Blvd);
- Close P367 RM 2243 and move remainder to P326 RM 2243 Re-Alignment (183A to IH35);
- Move $750,000.00 from P381 Old Settlers Blvd to P391 CR 404 Realignment;
- Close P384 Ronald Reagan Widening Precinct 3 and move remainder to P336 Ronald Reagan Widening Precinct 2;
- Close P389 CR Improvements and Paving (CR 401, CR 402, CR 404) and move remainder to P391 CR 404 Realignment;
- Close P486 Granger Drainage Improvements and move remainder to P391 CR 404 Realignment.

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen A. Eschberger, PE

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Michael J. Weaver., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **53.**

Meeting Date: 10/03/2023

2023 Tax Anticipation Note Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the 2023 Tax Anticipation Note budget recommendation.

Background

Please see the attached documents for further information on the budget transfers.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 TAN Memo

2023 TAN Allocation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/25/2023 01:46 PM
Form Started By: Tomika Lynce		Started On: 09/22/2023 04:20 PM
Final Approval Date: 09/25/2023		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

September 19, 2023

Re: FY 2023 TAN Budget Allocation

Dear Ms. Lynce,

The Program Management/GEC team has identified the initial project needs for the FY2023 TAN dollars. Please make the following budget adjustments for the TANS projects.:

- Move $5,400,000.00 to P309 Pond Springs Drainage Improvements
- Move $33,200,000.00 to P326 Hero Way (RM 2243) US183A to Ronald Reagan Blvd.
- Move $8,600,000.00 to P459 Southeast Inner Loop Extension (Corridor C)
- Move $1,700,000.00 to P345 CR 214 Extension
- Move $4,100,000.00 to P346 Liberty Hill (SH29) Bypass
- Move $800,000.00 to P363 CR 175
- Move $1,300,000.00 to P366 CR 332 Realignment
- Move $2,900,000.00 to P375 CR 129

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen A. Eschberger, PE

ATTACHMENT – Supplemental Funding Table Summary

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Michael J. Weaver., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

INFRASTRUCTURE CAPITAL IMPROVEMENTS PROJECTS
SUPPLEMENTAL FUNDING - FY2023 ALLOCATION

BALLOT LISTED PROJECTS

PROJECT NO. AND PRECINCT	PROJECT	PROJECT LIMITS		PROJECT DESCRIPTION	PROPOSED SCOPE	TOTAL ANTICPATED TANS	FY2023 ALLOCATION	FUTURE AUTHORIZATION & ALLOCATION NEEDED
		FROM	TO					
P309* PCT 1	POND SPRINGS DRAINAGE IMPROVEMENTS	VARIOUS LOCATIONS	VARIOUS LOCATIONS	DRAINAGE IMPROVEMENTS	UTILITIES, CONSTRUCTION	$5,400,000	$5,400,000	$0
SUBTOTAL - PRECINCT 1 PROJECTS						**$5,400,000**	**$5,400,000**	**$0**
P326** PCT 2	HERO WAY (RM 2243)	183A	GAREY PARK	CONSTRUCT 1 FRONTAGE ROAD	ROW, UTILITIES, CONSTRUCTION	$58,100,000	$33,200,000	$24,900,000
SUBTOTAL - PRECINCT 2 PROJECTS						**$58,100,000**	**$33,200,000**	**$24,900,000**
P459 PCT 4	SOUTHEAST INNER LOOP EXTENSION (CORRIDOR C)	SH 29	SAM HOUSTON PARKWAY	CONSTRUCT 1 FRONTAGE ROAD WITH BRIDGE OVER SH 130	CONSTRUCTION	$33,300,000	$8,600,000	$24,700,000
SUBTOTAL - PRECINCT 4 PROJECTS						**$33,300,000**	**$8,600,000**	**$24,700,000**
TOTAL BALLOT LISTED PROJECTS						**$96,800,000**	**$47,200,000**	**$49,600,000**

***P309 (POND SPRINGS DRAINAGE IMPROVEMENTS) WAS INCLUDED ON THE 2013 BOND BALLOT**
****P326 (HERO WAY RM 2243) EASTERN LIMIT EXTENDED TO GAREY PARK WITH RECEIPT OF FEDERAL FUNDING**
NOTE: ALL COSTS SHOWN ARE ADDITIONAL FUNDS REQUESTED

NON-BALLOT LISTED PROJECTS

PROJECT NO. AND PRECINCT	PROJECT	PROJECT LIMITS		PROJECT DESCRIPTION	PROPOSED SCOPE	TOTAL ANTICPATED TANS	FY2023 ALLOCATION	FUTURE AUTHORIZATION & ALLOCATION NEEDED
		FROM	TO					
P345 PCT 2	CR 214 EXTENSION (WITH RIVER CROSSING)	END OF CR 214	US 183	NEW 2 LANE ROADWAY INCLUDING BRIDGE AT NORTH FORK SAN	ENV & PLANNING, DESIGN, UTILITIES, ROW	$3,500,000	$1,700,000	$1,800,000
P346 PCT 2	LIBERTY HILL (SH 29) BYPASS	RM 1869	CR 279	CONSTRUCT 1 FRONTAGE ROAD	CONSTRUCTION	$11,600,000	$4,100,000	$7,500,000
SUBTOTAL - PRECINCT 2 PROJECTS						**$15,100,000**	**$5,800,000**	**$9,300,000**
P363 PCT 3	CR 175	SOUTH OF CREEK MEADOW COVE	RM 2243	WIDEN EXISTING 2 LANE ROADWAY TO A 4 LANE ROADWAY	ENV & PLANNING, DESIGN, ROW	$15,100,000	$800,000	$14,300,000
SUBTOTAL - PRECINCT 3 PROJECTS						**$15,100,000**	**$800,000**	**$14,300,000**
P364 PCT 4	CR 314 SAFETY IMPROVEMENTS	IH 35 NORTHBOUND FRONTAGE ROAD	CR 314	SAFETY IMPROVEMENTS	CONSTRUCTION	$14,200,000	$0	$14,200,000
P366 PCT 4	CR 332 REALIGNMENT	SOUTH OF FM 487	NORTH OF CR 313	REALIGNMENT OF CURVES	CONSTRUCTION	$1,300,000	$1,300,000	$0
P375 PCT 4	CR 129	SOUTH OF BRUSHY CREEK	NORTH OF SOUTH COUNTY LINE	SAFETY IMPROVEMENTS	CONSTRUCTION	$2,900,000	$2,900,000	$0
SUBTOTAL - PRECINCT 4 PROJECTS						**$18,400,000**	**$4,200,000**	**$14,200,000**
TOTAL NON-BALLOT LISTED PROJECTS						**$48,600,000**	**$10,800,000**	**$37,800,000**

NOTE: ALL COSTS SHOWN ARE ADDITIONAL FUNDS REQUESTED

TOTAL BOND PROJECT FUNDING	**$145,400,000**	**$58,000,000**	**$87,400,000**
RIGHT OF WAY PURCHASES	**$70,000,000**	**$70,000,000**	**$0**
JUVENILLE BUILDING	**$22,000,000**	**$22,000,000**	**$0**
TOTAL SUPPLEMENTAL FUNDING	**$237,400,000**	**$150,000,000**	**$87,400,000**

Commissioners Court - Regular Session **54.**

Meeting Date: 10/03/2023

FY24 Capital Improvement Program

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the projects and budgets for the 2018,2019,2020,2021,2022,2023 and 2024 Capital Improvement Programs, as well as the 2015 Certificate of Obligation, 2013 Park Bond, 2019 Park Bond, and Long Range Transportation (LTP).

Background

In the FY24 General Fund Budget, $16,200,000 was funded for the Capital Improvement Plan from cash ending. Attached are the financial reports that provide the details for the CIP program. The attached financial report also provides available balances for the 2015 Certificate of Obligation,2013 Park Bond, 2019 Park Bond and unallocated funds from FY23. The CIP request list is also attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Financial Summary

CIP List

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 11:46 AM
Form Started By: Tomika Lynce		Started On: 09/27/2023 09:19 AM
Final Approval Date: 09/28/2023		

Unallocated August 31, 2023 (Funds available to be assigned to projects)

2015 CO: $37,339.69

2020 CIP: $346,713.67

2023 CIP: $230,203.25

2013 Park: $268,385.47

2019 Park: $1,570,511.49

2024 CIP: $16,200,000

2023 LTP GF or CIP (not allocated): $1,745,361

Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Funds Available	Notes
				Through 8/31/2023				
				2015 CO				
P356	2015 CO NON-DEPARTMENTAL	$ 716,008.04	$ 716,008.04	$ 678,668.35	$ -	$ 678,668.35	$ 37,339.69	Unallocated funds
P476	Justice Complex Improvements	$ 45,000.00	$ 45,000.00	$ 39,710.26	$ 5,289.74	$ 45,000.00	$ -	
P536	Central Maintenance Service Road	$ 405,193.00	$ 405,193.00	$ 11,330.00	$ -	$ 11,330.00	$ 393,863.00	
P540	Jail Renovations Phase II	$ 232,997.35	$ 232,997.35	$ 232,229.03	$ 768.32	$ 232,997.35	$ -	
P548	JP4 HUTTO REMODEL	$ 1,240,456.48	$ 1,240,456.48	$ 61,537.83	$ 146,573.07	$ 208,110.90	$ 1,032,345.58	
P595	New District,County,AG Court	$ 304,117.22	$ 304,117.22	$ 296,240.22	$ 7,877.00	$ 304,117.22	$ -	
				2018 CIP				
P476	JUSTICE CTR SECURITY IMPROV	$ 204,575.00	$ 400,000.00	$ 204,575.00	$ 24,777.50	$ 229,352.50	$ 170,647.50	
				2019 CIP				
P519	JJC - Smith Branch Mitigation	$ 555,200.16	$ 5,000,000.00	$ 564,994.74	$ 72,532.12	$ 637,526.86	$ 4,362,473.14	
P540	Jail Renovations Phase II	$ 140,361.77	$ 188,746.01	$ 165,271.16	$ 23,474.85	$ 188,746.01	$ -	
				2020 CIP				
P530	Children's Advocacy Center	$ 5,404,701.79	$ 5,500,000.00	$ 5,459,264.42	$ 40,735.58	$ 5,500,000.00	$ -	Partially funded by ARPA
P566	EXPO TX WINTER STORM 2021	$ 310,204.85	$ 346,713.67	$ 141,418.73	$ -	$ 141,418.73	$ 346,713.67	
				2021 CIP				
P515	Justice Center Remodel	$ 394,895.03	$ 420,732.28	$ 394,895.03	$ 21,557.59	$ 416,452.62	$ 4,279.66	
P537	Fiber Replacement and Addition	$ 119,299.66	$ 700,000.00	$ 119,299.66	$ 171,998.04	$ 291,297.70	$ 408,702.30	
P539	Central Maintenance Light Pole	$ 29,259.87	$ 29,259.87	$ 29,259.87	$ -	$ 29,259.87	$ -	
P540	Jail Renovations Phase II	$ 16,672.21	$ 1,641,000.00	$ 16,672.21	$ 1,234,337.42	$ 1,251,009.63	$ 389,990.37	
P544	JJC - Door, Intercom & Camera	$ 748,215.46	$ 875,000.00	$ 748,215.46	$ 90,797.17	$ 839,012.63	$ 35,987.37	
P548	JP4 HUTTO REMODEL	$ -	$ 558,209.92	$ -	$ -	$ -	$ 558,209.92	
P563	SW Regional Parking Lot	$ 594,775.77	$ 594,775.77	$ 594,775.77	$ -	$ 594,775.77	$ -	
P595	New District,County,AG Court	$ 463,452.32	$ 473,954.55	$ 473,326.55	$ 628.00	$ 473,954.55	$ -	
P625	ESOC Consoles Renovation	$ 205,903.55	$ 325,224.23	$ 205,903.55	$ 119,320.50	$ 325,224.05	$ 0.18	
				2022 CIP				
P476	JUSTICE CTR SECURITY IMPROV	$ -	$ 3,150,000.00	$ -	$ -	$ -	$ 3,150,000.00	
P548	JP4 HUTTO REMODEL	$ -	$ 845,846.45	$ -	$ -	$ -	$ 845,846.45	
P565	CTTC WINTER STORM 2021	$ 674,946.26	$ 1,079,000.00	$ 674,946.26	$ 228,971.82	$ 903,918.08	$ 175,081.92	
P570	FIRE/EMS PAGING REDUNDANCY	$ 150,000.00	$ 1,100,000.00	$ 150,000.00	$ 890,955.85	$ 1,040,955.85	$ 59,044.15	
P572	SO-GYM IMPROVE AIR QUALITY	$ 64,500.00	$ -	$ -	$ -	$ -	$ -	
P573	SOTC-PERIMETER WALL AND FENCE	$ 351,500.00	$ 375,000.00	$ 354,846.00	$ -	$ 354,846.00	$ 20,154.00	
P574	SOTC-BULLET TRAP	$ 96,995.00	$ 131,000.00	$ 131,000.00	$ -	$ 131,000.00	$ -	
P576	2022 CIP NON DEPARTMENTAL	$ -	$ -	$ -	$ -	$ -	$ -	
P595	New District,County,AG Court	$ 576,177.56	$ 636,572.00	$ 581,510.63	$ 47,417.07	$ 628,927.70	$ 7,644.30	
P602	M42 TAYLOR AMBULANCE STATION	$ -	$ 1,600,000.00	$ -	$ -	$ -	$ 1,600,000.00	
P603	ESOC AV REPAIR ENHANCEMENTS	$ -	$ 750,000.00	$ -	$ -	$ -	$ 750,000.00	
P604	PUBLIC SAFETY UPGRADE	$ -	$ 2,832,581.55	$ -	$ -	$ -	$ 2,832,581.55	
P606	REGIONAL PARK RESTROOM RENO	$ -	$ 26,931.70	$ 26,931.70	$ -	$ 26,931.70	$ -	
P614	JAIL DOCK STATIONS GENERATORS	$ -	$ 25,000.00	$ -	$ 25,000.00	$ 25,000.00	$ -	
				2023 CIP				
P476	JUSTICE COMPLEX IMPROVEMENTS	$ -	$ 1,200,000.00	$ -	$ -	$ -	$ 1,200,000.00	
P559	Berry Springs Amenities	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00	
P572	JAIL SOUTH GYM RENOVATIONS	$ -	$ -	$ -	$ -	$ -	$ -	
P574	SOTC-BULLET TRAP	$ -	$ 130,000.00	$ -	$ 130,000.00	$ 130,000.00	$ -	
P583	FIF Grant Match	$ -	$ 850,000.00	$ -	$ -	$ -	$ 850,000.00	Funds not available for use, grant match only; part of O&M not CIP
P595	New District,County,AG Court	$ -	$ 461,914.00	$ -	$ -	$ -	$ 461,914.00	
P604	PUBLIC SAFETY UPGRADE	$ -	$ 1,167,418.45	$ -	$ -	$ -	$ 1,167,418.45	
P605	REGIONAL PARK REPAIRS/UPGRADE	$ -	$ 2,330,000.00	$ -	$ -	$ -	$ 2,330,000.00	
P606	REGIONAL PARK RESTROOM RENO	$ -	$ 128,068.30	$ 3,957.58	$ 124,110.72	$ 128,068.30	$ -	
P607	PARKS LIGHT ENERGY UPGRADE	$ -	$ 1,085,000.00	$ -	$ -	$ -	$ 1,085,000.00	
P608	FLEET SHOP ADDITION	$ -	$ 920,000.00	$ -	$ 636,572.00	$ 636,572.00	$ 283,428.00	
P609	ESOC DATA CENTER CRAC UNIT	$ 42,996.50	$ 445,000.00	$ 42,996.50	$ 8,898.50	$ 51,895.00	$ 393,105.00	
P610	DEMO OF NORTH ADDITION H JAIL	$ 7,445.00	$ 325,000.00	$ 7,445.00	$ -	$ 7,445.00	$ 317,555.00	
P611	JESTER ANNEX HVAC	$ -	$ 775,000.00	$ -	$ -	$ -	$ 775,000.00	
P613	SO RECEPTION WINDOWS WARRANTS	$ -	$ -	$ -	$ -	$ -	$ -	
P614	JAIL DOCK STATIONS GENERATORS	$ -	$ 175,000.00	$ -	$ 167,074.00	$ 167,074.00	$ 7,926.00	
P615	JUSTICE CENTER ROOF REPLACMENT	$ -	$ 775,000.00	$ -	$ 18,800.00	$ 18,800.00	$ 756,200.00	
P616	JJC SHOWER RENOVATION	$ -	$ -	$ -	$ -	$ -	$ -	
P617	2023 CIP NON DEPARTMENTAL	$ -	$ 1,030,203.25	$ -	$ -	$ -	$ 1,030,203.25	Unallocated funds *court wanted to put aside 800K for EXPO
				2013 Park Bond				
P316	BLACKLAND HERITAGE PHASE I	$ 96,799.17	$ 96,799.17	$ 3,813.46	$ -	$ 3,813.46	$ 92,985.71	
P444	Park Land Acquisition	$ 3,354,185.09	$ 3,354,185.09	$ 2,622,031.28	$ -	$ 2,622,031.28	$ 732,153.81	
P447	Hike & Bike Trail Pct. 2	$ 406,827.62	$ 406,827.62	$ -	$ -	$ -	$ 406,827.62	
P448	Hike & Bike Trail Pct. 3	$ 2,926,480.00	$ 2,926,480.00	$ 476,283.27	$ -	$ 476,283.27	$ 2,450,196.73	
P465	Interpretive Center	$ 1,163,254.00	$ 1,163,254.00	$ 1,050,519.02	$ 112,734.98	$ 1,163,254.00	$ -	
P500	2013 PARK NON-DEPARTMENTAL	$ 906,622.62	$ 906,622.62	$ 638,237.15	$ -	$ 638,237.15	$ 268,385.47	Unallocated funds
				2019 Park Bond				
P315	RIVER RANCH COUNTY PARK	$ 4,300,000.00	$ 4,300,000.00	$ 3,487,345.15	$ 701,875.10	$ 4,189,220.25	$ 110,779.75	
P343	Bagdad Road/CR 279 (Lp 332 to CR 281)	$ 4,500,000.00	$ 4,500,000.00	$ -	$ -	$ -	$ 4,500,000.00	
P550	2019 Park Non-Departmental	$ 1,222,302.18	$ 1,222,302.18	$ 297,286.60	$ -	$ 297,286.60	$ 925,015.58	leaving 125,015.58 for arbitrage
P551	Brushy Creek Trail from Hairy Man Road	$ 2,505,000.00	$ 2,505,000.00	$ 293,326.74	$ 648,841.19	$ 942,167.93	$ 1,562,832.07	
P552	Champion Park Parking Lot	$ 305,000.00	$ 305,000.00	$ 136,754.89	$ 30,625.68	$ 167,380.57	$ 137,619.43	
P553	SW Regional Park to Brushy Creek Regional Trail	$ 4,500,000.00	$ 4,500,000.00	$ 72,105.00	$ 500,171.90	$ 572,276.90	$ 3,927,723.10	
P554	ILA City of Cedar Park Lakeline Park	$ 2,000,000.00	$ 2,000,000.00	$ 147.00	$ -	$ 147.00	$ 1,999,853.00	
P555	YMCA Pedestrian Bridge	$ 1,110,797.85	$ 1,110,797.85	$ 1,004,236.00	$ 90,584.55	$ 1,094,820.55	$ 15,977.30	
P558	Southwest Regional Park towards Lake Georgetown	$ 5,500,000.00	$ 5,500,000.00	$ 578,173.98	$ 228,464.77	$ 806,638.75	$ 4,693,361.25	
P559	Berry Springs Support Amenities	$ 3,145,000.00	$ 3,145,000.00	$ 352,994.72	$ 105,551.74	$ 458,546.46	$ 2,686,453.54	
P560	SW Regional Park Restrooms	$ 270,000.00	$ 270,000.00	$ 232,092.20	$ 5,890.00	$ 237,982.20	$ 32,017.80	
P561	Brushy Creek Regional Trail/Redbud Lane	$ 3,125,000.00	$ 3,125,000.00	$ 62,585.00	$ -	$ 62,585.00	$ 3,062,415.00	
P562	Expo Center Support Amenities	$ 3,328,238.11	$ 3,328,238.11	$ 1,375,317.85	$ 282,660.83	$ 1,657,978.68	$ 1,670,259.43	
P566	EXPO TX WINTER STORM 2021	$ 621,761.89	$ 1,392,273.38	$ 621,761.89	$ -	$ 621,761.89	$ 770,511.49	
				FY24 CIP				
TBD		$ -	$ -	$ -	$ -	$ -	$ 16,200,000.00	
				FY23 LTP GF OR ADDITIONAL CIP				
TBD		$ -	$ -	$ -	$ -	$ -	$ 1,745,361.00	These funds are from FY23, that were never allocated by the Court.

Total Funds Available $ 20,398,514.57 subtracted out 800K for EXPO and 125K from 2019 park

CAPITAL IMPROVEMENT PLAN 2024

Item #	Reference #	Year Proj. needs Funding	PROJECT	Dept. Priority	Total Cost	Approved 10/3/23	2024 CIP	2015 CO	2020 CIP	2023 CIP	2013 Park	2019 Park	2023 LTP/CIP
			EMERGENCY SERVICES		**$ 510,000**	**$ -**							
0196	0581-22-0196	2022	Security Fence Upgrade for ESOC (priority is ranked with P.S. projects below)	3	$ 510,000								
			PUBLIC SAFETY		**$ 40,500,000**	**$ -**							
0306	0503-24-0306	2024	Back-up 911 Center (Includes Confidential Information)	2	$ 4,500,000								
1001A	0587-24-1001	2024	Radio Tower Addition	1B	$ 5,000,000								
1001C	0587-24-1001	2024	Land Acquisition for Radio Tower	1A	$ 5,000,000								
1001B	0587-24-1001	2025	Radio Tower Addition	7	$ 5,000,000								
1001D	0587-24-1001	2025	Radio Tower Addition	8	$ 5,000,000								
1001E	0587-24-1001	2026	Radio Tower Addition	9	$ 5,000,000								
1001F	0587-24-1001	2027	Radio Tower Addition	10	$ 5,000,000								
1002	0587-24-1002	2024	Radio Technology Upgrade to TDMA	4	$ 4,500,000								
1003	0587-24-1003	2024	Carlson Cove Tower Enhanced Monitoring	6	$ 1,500,000								
			INFORMATION TECHNOLOGY SERVICES		**$ 5,000,000**	**$ -**							
0220	0503-19-0220	2025	ERP Purchase/Upgrade (priority is ranked with PS projects above)	5	$ 5,000,000								
			PARKS		**$ 14,488,000**	**$ -**							
0396	1047-23-0396	2023	EXPO Center - Group Pavilions	2	$ 500,000								
0397	1047-23-0397	2023	EXPO Center - Covered West Arena	3	$ 13,400,000								
0399	1047-24-0399	2024	EXPO Center - Elevated Water Storage Tank	1	$ 588,000								
			CENTRAL MAINTENANCE		**$ 25,500,000**	**$ -**							
4011	1026-19-4011	2019	Fleet Parts Room expansion	1	$ 1,500,000								
4029	1026-19-4029	2019	Fleet Heavy Equipment Shop	2	$ 9,000,000								
4123	1026-24-4123	2024	CMF Building Expansion	3	$ 15,000,000								
			BUILDINGS		**$ 2,360,000**	**$ -**							
4120	1033-24-4120	2024	Taylor Tax Office Remodel	1	$ 1,500,000								
4121	1018-24-4121	2024	Holly Street Warehouse Remodel	1	$ 110,000								
4124	1062-24-4124	2024	Purchase Remaining Condo in JP4 Building	1	$ 750,000								
			SHERIFF'S OFFICE / CORRECTIONS		**$ 17,300,000**	**$ -**							
4094	1008-21-4094	2021	SO - Placeholder for SO Admin Expansion	3	$ 4,000,000								
4033	1008-19-4033	2019	Jail - Jail Design and Construction - fourth floor buildout	4	$ 12,000,000								
4116	0560-23-4116	2023	SOTC - Remodel Range Training Pavilion	1	$ 430,000								
4122	1008-24-4122	2024	SO - Renovation of Crime Scene Lab	2	$ 870,000								
			JUSTICE CENTER		**$ 8,500,000**	**$ -**							
4048	1009-19-4048	2024	Design and Remodel at Basement for Future Vacated Space	1	$ 8,500,000								
			JUVENILE JUSTICE CENTER		**$ -**	**$ -**							
			EXISTING PROJECTS / UNFUNDED COMPONENTS		**$ 14,092,000**	**$ -**							
445P		2024	County Buildings Fiber Optic Improvements		$ 10,000,000								
P604		2024	CAD/RMS - Public Safety Upgrade		$ 2,500,000								
P605		2024	Regional Park - Stadium Field (#6) Convert Grass to Turf		$ 300,000								
P580		2024	Bob Phillips Remodel - New Occupancy by General Counsel and Risk		$ 42,000								
P540		2024	Jail/Magistrate Court Remodel		$ 750,000								
P519		2024	Smith Branch Flood Mitigation		$ 500,000								
			TOTAL	**31**	**$ 128,250,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
			AVAILABLE FUNDS TO ALLOCATE			**$ 20,398,514.57**	**$ 16,200,000.00**	**$ 37,339.69**	**$ 346,713.67**	**$ 230,203.25**	**$ 268,385.47**	**$ 1,570,511.49**	**$ 1,745,361.00**
			REMAINING BALANCE			**$ 20,398,514.57**	**$ 16,200,000.00**	**$ 37,339.69**	**$ 346,713.67**	**$ 230,203.25**	**$ 268,385.47**	**$ 1,570,511.49**	**$ 1,745,361.00**

Notes: This is a continually growing document with estimated costs at time of request.

Reported as of September 21, 2023

Commissioners Court - Regular Session **55.**

Meeting Date: 10/03/2023

KFriese 21RFSQ14 Contract Amendment No 1 On Call Drainage

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between K Friese + Associates, LLC and Williamson County dated May 31, 2022 for On Call Design Engineering Services for Small Drainage and Small Roadway Projects. This Contract Amendment No 1 is to update the rate schedule. Funding source: 01.0200.0210.004100

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KFriese 21RFSQ14 Contract Amendment No 1 On Call Drainage

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/26/2023 01:34 PM
County Judge Exec Asst.	Becky Pruitt	09/26/2023 09:14 PM
Form Started By: Vicky Edwards		Started On: 09/26/2023 08:46 AM
Final Approval Date: 09/26/2023		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
On Call Design Engineering Services for Small Drainage and Small Roadway Project
("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K Friese + Associates, LLC (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective May 31, 2022 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $1,500,000.00; 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 hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: Charlotte Gilpin	By: _____
Signature	Signature
Charlotte Gilpin	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
September 25, 2023	_____
Date	Date

RATE SCHEDULE

K Friese & Associates, Inc.

Principal/Senior Technical Advisor	$350.00 per hour
Senior Project Manager	$290.00 per hour
Quality Manager	$290.00 per hour
Senior Engineer	$230.00 per hour
Project Engineer	$195.00 per hour
Design Engineer	$160.00 per hour
Engineer-In-Training	$140.00 per hour
Senior CAD Operator	$155.00 per hour
CADD Operator	$120.00 per hour
Senior Engineer Tech	$160.00 per hour
Engineer Tech	$135.00 per hour
Admin/Clerical	$105.00 per hour
Senior GIS Operator	$135.00 per hour
GIS Operator	$125.00 per hour
GIS Technician	$110.00 per hour

Direct Expenses

In-house Photocopies B/W (8 1/2" X 11")	$0.16/page
In-house Photocopies Color (8 1/2" X 11")	$0.75/page
In-house Photocopies B/W (11" X 17")	$0.32/page
In-house Photocopies Color (11" X 17")	$1.50/page
In-house Plots (B/W on Bond)	$0.75/sf
In-house Plots (Color on Bond)	$1.75/sf
In-house Large Format Plotting	$2.50/sf
In-house Mounting of Large Exhibits	$10.00/sf

Exhibit D

Mrs. Charlotte Gilpin, PE, CFM
1120 S. Capital of Texas Highway, CityView 2, Ste. 100
Austin, TX 78746
512-518-5478

Re: Scheibe 2023 Rate Schedule

Dear Mrs. Gilpin,

Following is our 2023 rate schedule that we request to be used for the Williamson County Development Review/Detention Assessment Services

Title	2023 Rate
Principal	$270.00
Senior Engineer II	$230.00
Senior Engineer I	$200.00
Engineer III	$195.00
Engineer II	$170.00
Engineer I	$150.00
EIT III	$145.00
EIT II	$132.00
EIT I	$122.00
CADD Technician II	$100.00
CADD Technician I	$80.00
Expert Witness Principal Engineer	$350.00
Expert Witness Senior Engineer	$300.00
Administrative II	$85.00
Administrative I	$65.00
Clerical	$50.00
GPS Field Crew (2 – Man)	$130.00

Please feel free to contact me if you have any questions at 512-354-1240.

Sincerely,
Scheibe Consulting, LLC

Eric C. Scheibe, PE, CFM
President
escheibe@scheibeconsulting.com

Exhibit D

DOUCET

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
DoucetEngineers.com

Schedule A

Personnel	Hourly Fee	Personnel	Hourly Fee
Principal Engineer (PE)	$295.00	Principal Surveyor (RPLS)	$290.00
Senior Project Manager	$275.00	Project Manager (RPLS)	$245.00
Project Manager	$230.00	Project Surveyor	$165.00
Senior Project Engineer (PE)	$215.00	Survey Specialist	$150.00
Project Engineer III	$195.00	Survey Technician	$125.00
Project Engineer II	$185.00		
Project Engineer I	$170.00	GIS Specialist	$155.00
Engineer Associate III	$160.00	GIS Technician	$125.00
Engineer Associate II	$150.00	LiDAR Specialist	$150.00
Engineer Associate I	$135.00	LiDAR Technician	$120.00
		Aerial Mapping Specialist	$150.00
Sr. Construction Manager	$180.00	Aerial Mapping Technician	$120.00
Sr. Construction Inspector	$170.00	Utility Specialist	$145.00
Construction Manager	$125.00	Utility Technician	$115.00
Construction Inspector	$115.00		
		Field Coordinator	$165.00
Sr. Civil Technician	$165.00	Field Specialist	$130.00
Civil Technician	$145.00	Crew of 1	$130.00
Assistant Civil Technician	$130.00	Crew of 2	$170.00
		Crew of 3	$230.00
Senior Planner (AICP)	$210.00		
Project Planner	$160.00	Environmental Project Manager	$200.00
Project Technical Lead	$165.00	Environmental Specialist	$145.00
Staff Planner	$140.00	Environmental Technician	$120.00
Planning Technician	$120.00	Project Archaeologist	$165.00
Project Coordinator	$135.00	Division Administrator	$125.00
Sr. Operations Assistant	$120.00	LiDAR Scanner	$120.00
Engineering Intern	$90.00	Drone	$675.00
Operations Assistant	$85.00	Ground Targets	$35/ea.
		Concrete Monuments	$290/ea.
Expert Witness	$550.00	ATV/Boat/Sonar	
		Mileage	Current IRS Rate

Doucet reserves the right to periodically adjust our fee schedule. *DA 2023A*

Commissioners Court - Regular Session **56.**

Meeting Date: 10/03/2023

Exchange Deed and Easement with City of Liberty Hill

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 an exchange deed and easement agreement with the City of Liberty Hill for right of way needed as part of the Liberty Hill Bypass project and as consideration included in the Interlocal Agreement between Liberty Hill and Williamson County approved by the Commissioners Court on May 25, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Exchange Deed

Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 05:33 PM
Form Started By: Charlie Crossfield		Started On: 09/25/2023 03:28 PM
Final Approval Date: 09/28/2023		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXCHANGE DEED

Liberty Hill Bypass Right of Way + City of Liberty Hill Lift Station

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, **CITY OF LIBERTY HILL, TEXAS, A Texas Type A general law city,** whose address is 926 Loop 332, Liberty Hill, Texas 78642 (herein referred to as "*City*") is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibits "A-1 & A-2"**, attached hereto and incorporated herein by reference (collectively referred to as "Right of Way Tract") and;

WHEREAS, **WILLIAMSON COUNTY, TEXAS**, whose address is 710 Main Street, Suite 101, Georgetown, Texas 78626 (herein referred to as "*County*"), is the owner of the real property in Williamson County, Texas, more particularly described on **Exhibit "B"**, attached hereto and incorporated herein by reference (referred to as the "Lift Station Tract") and;

WHEREAS, for mutually beneficial purposes, and pursuant to the terms of that certain Interlocal Agreement by and Between Liberty Hill, Texas and Williamson County, Texas effective May 25, 2023, City and County desire to exchange property, so that County will hereafter own the Right of Way Tract and City will hereafter own the Lift Station Tract;

NOW, THEREFORE, **KNOW ALL BY THESE PRESENTS THAT** for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to accomplish the exchange of the Right of Way Tract for the Lift Station Tract:

(a) City has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY the Right of Way Tract unto County, TO HAVE AND TO HOLD the Right of Way Tract, together with all improvements, rights, and appurtenances thereto unto County and its successors and assigns, forever; and City does hereby bind itself and its successors and assigns to warrant and forever defend the Right of Way Tract unto County, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under City, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect the Right of Way Tract, and the liens securing payment of ad valorem taxes for the current and all subsequent years; and

(b) County has EXCHANGED, GRANTED, and CONVEYED and, by these presents, does hereby EXCHANGE, GRANT, and CONVEY the Lift Station Tract unto City, TO HAVE AND TO HOLD the Lift Station Tract, together with all improvements, rights, and appurtenances thereto unto City and its successors and assigns, forever; and County does hereby bind itself and its successors, and assigns to warrant and forever defend the Lift Station Tract unto City, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under County, but not otherwise; except, however, that this conveyance is made subject to all easements, restrictions, reservations, and other title exceptions that are filed of record or visible or apparent on the ground, to the extent the same are valid and subsisting and affect the Lift Station Tract, and the liens securing payment of ad valorem taxes for the current and all subsequent years.

Any liens or claims that would arise in favor of any party by operation of law, or otherwise, due to the Right of Way Tract and the Lift Station Tract not being equal in size or value are expressly waived and released. This Exchange Deed may be executed simultaneously in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

As a material part of the Consideration for this Exchange Deed, City and County agree that each is taking the property conveyed herein "AS IS" with any and all latent and patent defects and that there is no warranty by either party that any Tract conveyed herein has a particular financial value or is fit for a particular purpose. City and County acknowledge and stipulate that the parties are not relying on any representation, statement, or other assertion with respect to the condition of the Right of Way Tract and/or the Lift Station Tract, but is relying on its own examination of the property conveyed herein. City and County take the respective Property described herein with the understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

* * *

EXECUTED AND DELIVERED by the undersigned effective as of the date signed by the final party.

(*Signatures on following pages*)

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

<u>City:</u>

CITY OF LIBERTY HILL, TEXAS, a Texas Type A general law city

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2023, by _____ in the capacity and for the purposes and consideration recited herein.

_____

(seal) Notary Public Signature

COUNTERPART SIGNATURE PAGE TO EXCHANGE DEED

<u>County</u>:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2023, by County Judge Bill Gravell, Jr., in the capacity and for the purposes and consideration recited herein.

(seal) _____
Notary Public Signature

EXHIBIT "A-1"

County: Williamson
Parcel No.: 43ROW
Tax ID: R022201
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 43ROW

FOR A 3.409 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 9.1965 ACRE TRACT OF LAND CONVEYED TO PENIZE, LLC, RECORDED IN DOCUMENT NO. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 3.409 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JUNE 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Surface Coordinates: N=10211233.03, E=3055512.32) monumenting the most easterly southeast corner of said 9.1965 acre Penize, LLC tract, same being on a point in the north boundary line of the called 1011.979 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2008070649 of the Official Public Records of Williamson County, Texas, same being on the southwest terminus corner of Stubblefield Lane, being 358.97 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 446+08.28, for the southeast corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked "Baker Surveying" on the west boundary line of the called 1.828 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016038954 of the Official Public Records of Williamson County, Texas, same being on the northeast corner of said 1011.979 acre Williamson County, Texas tract, same being on the southeast terminus corner of said Stubblefield Lane, bears N 68°12'10" E for a distance of 24.73 feet;

THENCE, **S 67°59'27" W** with the south boundary line of said 9.1965 acre Penize, LLC tract and said north boundary line of the 1011.979 acre Williamson County, Texas tract for a distance of **34.03 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 380.42 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 445+85.27, for the southwest corner hereof, from which a 1/2" iron rod found monumenting an angle point on said south boundary line of the 9.1965 acre Penize, LLC tract and said north boundary line of the 1011.979 acre Williamson County, Texas tract, bears S 67°59'27" W for a distance of 136.09 feet;

THENCE, through the interior of said 9.1965 acre Penize, LLC tract, the following five (5) courses and distances;

County: Williamson
Parcel No.: 43ROW
Tax ID: R022201
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

1. **N 40°04'15" W** for a distance of **171.49 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 291.77 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 444+55.84;

2. **N 56°18'52" W** for a distance of **197.01 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 252.84 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 442+81.64;

3. **N 38°36'49" W** for a distance of **117.73 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 201.25 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 441+84.61;

4. **N 26°30'50" E** for a distance of **51.25 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 441+84.61;

5. With a curve to the right an arc length of **142.91 feet**, said curve having a radius of **2650.00 feet**, a delta angle of **3°05'23"** and a chord which bears **N 61°56'29" W** for a distance of **142.89 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the northwesterly boundary line of said 9.1965 acre Penize, LLC tract and the southeasterly boundary line of the called 90.451 acre tract of land (Tract 1) conveyed to Car-Ma Family Limited Partnership, recorded in Document No. 2018093046 of the Official Public Records of Williamson County, Texas, being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 440+49.80, for the most westerly corner hereof, from which an iron stake found monumenting an angle point in said northwesterly boundary line of the 9.1965 acre Penize, LLC tract and said southeasterly boundary line of the 90.451 Car-Ma Family Limited Partnership tract, bears S 16°43'35" W for a distance of 132.18 feet;

THENCE, with said northwesterly boundary line of the 9.1965 acre Penize, LLC tract and said southeasterly boundary line of the 90.451 Car-Ma Family Limited Partnership tract, the following three (3) courses and distances:

1. **N 16°43'35" E** for a distance of **308.77 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on an angle point in the northeasterly right-of-way line of the proposed State Highway 29 Liberty Hill Bypass, being 150.00 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 439+76.58;

County: Williamson
Parcel No.: 43ROW
Tax ID: R022201
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

2. **N 16°43'35" E** for a distance of **71.09 feet** to a 1/2" iron rod found, being 218.74 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 439+57.00, for the northwest corner hereof;

3. **N 54°37'30" E** for a distance **67.36 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the northeast corner of said 9.1965 acre Penize, LLC tract and the most easterly southeast corner of said 90.451 acre Car-Ma Family Limited Partnership tract, same being on the west right-of-way line of said Stubblefield Lane, being 280.64 feet left of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 439+86.52, for the northeast corner hereof, from which a 1/2" iron rod found monumenting an angle point in the east boundary line of said 90.451 acre Car-Ma Family Limited Partnership tract and said west right-of-way line of Stubblefield Lane, bears N 20°51'14" W for a distance of 46.08 feet;

THENCE, **S 20°51'14" E** with the east boundary line of said 9.1965 acre Penize, LLC tract and said west right-of-way line of Stubblefield Lane for a distance of **894.18 feet** to the **POINT OF BEGINNING** hereof and containing 3.409 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

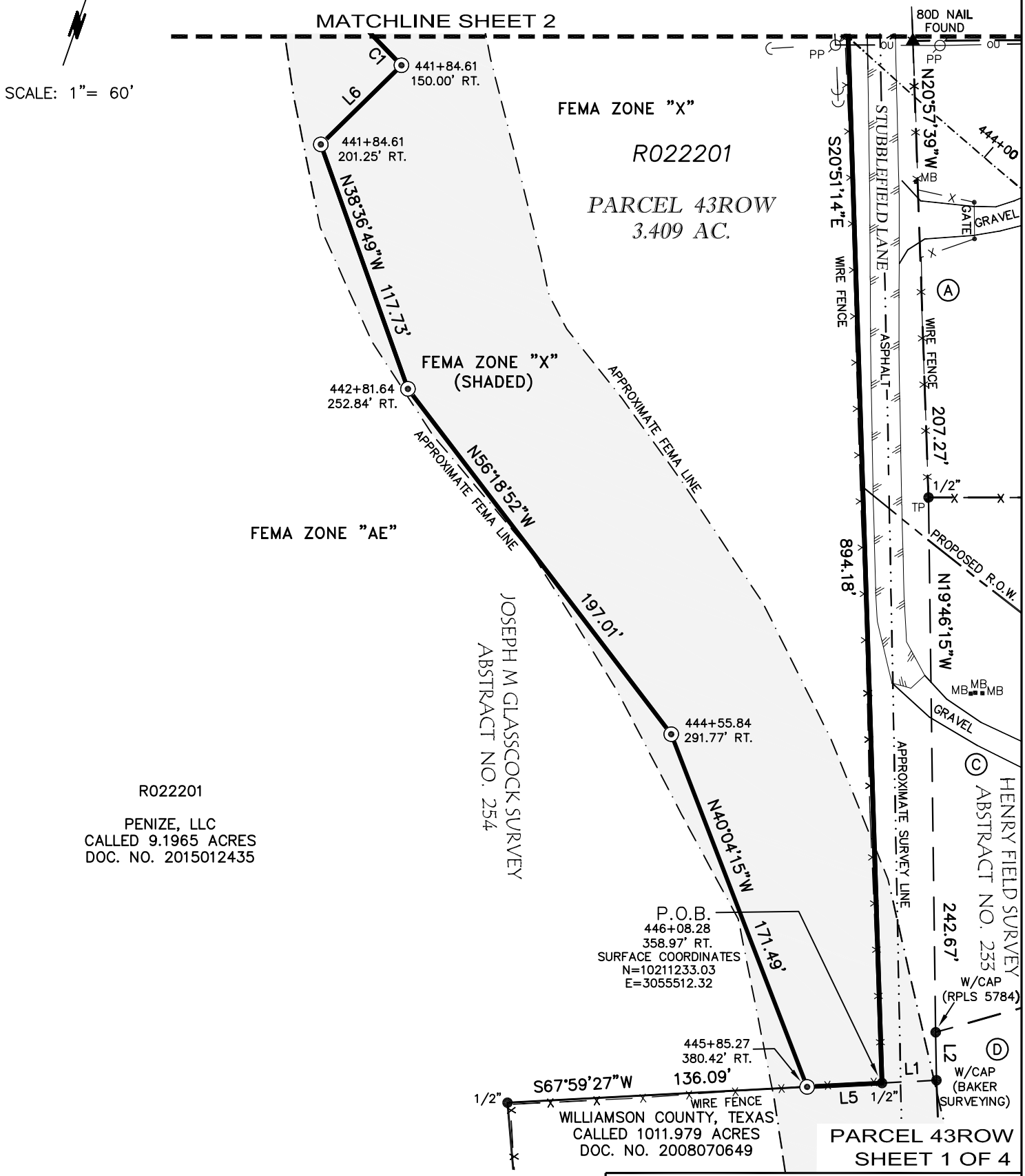
June 7, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 43 ROW LTS\6-07-21 PARCEL 43ROW SH 29 BYPASS LH REVISED.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.409 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 9.1965 ACRE TRACT OF LAND CONVEYED TO PENIZE, LLC, RECORDED IN DOCUMENT NO. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 900 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

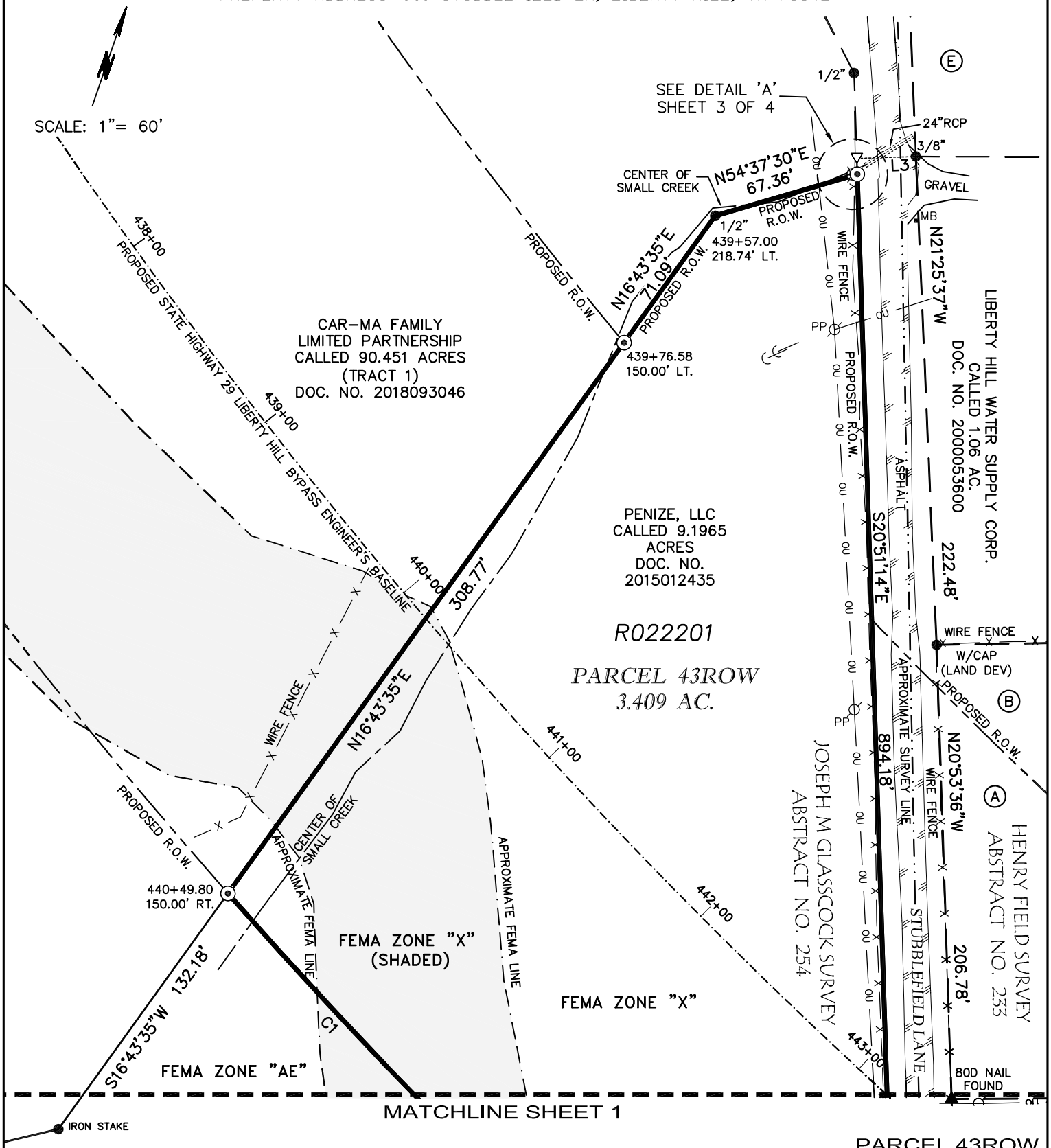


PARCEL 43ROW
SHEET 1 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 43 ROW LTS\6-07-21 PARCEL 43ROW SH 29 BYPASS LH REVISED.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.409 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 9.1965 ACRE TRACT OF LAND CONVEYED TO PENIZE, LLC, RECORDED IN DOCUMENT NO. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 900 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

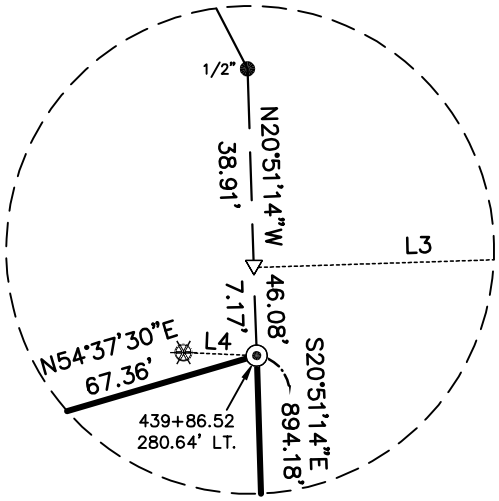


PARCEL 43ROW
SHEET 2 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 43 ROW LTS\6-07-21 PARCEL 43ROW SH 29 BYPASS LH REVISED.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.409 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 9.1965 ACRE TRACT OF LAND CONVEYED TO PENIZE, LLC, RECORDED IN DOCUMENT NO. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 900 STUBBLEFIELD LN, LIBERTY HILL, TX 78642



DETAIL 'A'
(NOT TO SCALE)

OWNERSHIP INFORMATION
(SEE SHEET 1 & 2 OF 4)

(A)	WILLIAMSON COUNTY, TEXAS CALLED 1.414 ACRES (EXHIBIT A) DOC. NO. 2021029944
(B)	WILLIAMSON COUNTY, TEXAS CALLED 0.576 ACRE (EXHIBIT B) DOC. NO. 2021029944
(C)	WILLIAMSON COUNTY, TEXAS CALLED 1.224 ACRES DOC. NO. 2016043602
(D)	WILLIAMSON COUNTY, TEXAS CALLED 1.828 ACRES DOC. NO. 2016038954
(E)	TODD TATRO AND BRENDA TATRO CALLED 1.010 AC. DOC. NO. 2019023052

LEGEND

●	IRON ROD FOUND
▲	NAIL FOUND
	COTTON GIN SPINDLE FOUND
	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
PP	POWER POLE
PPEM	POWER POLE WITH ELECTRIC METER
	DOWN GUY
TP	TELEPHONE PEDESTAL
MB	MAIL BOX
—— X —— X —— X ——	WIRE FENCE
—— OU —— OU ——	OVERHEAD UTILITY LINE
	EDGE OF PAVEMENT
	APPROXIMATE SURVEY LINE
	APPROXIMATE FEMA LINE
	ENGINEER'S BASELINE
RCP	REINFORCED CONCRETE PIPE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING

LINE TABLE

LINE	BEARING	DISTANCE
L1	N68°12'10"E	24.73'
L2	N19°58'07"W	21.80'
L3	N69°08'46"E	26.89'
L4	S73°24'41"W	1.84'
L5	S67°59'27"W	34.03'
L6	N26°30'50"E	51.25'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2650.00'	142.91'	3°05'23"	N61°56'29"W	142.89'

PARCEL 43ROW
SHEET 3 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 3.409 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 9.1965 ACRE TRACT OF LAND CONVEYED TO PENIZE, LLC, RECORDED IN DOCUMENT NO. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 900 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ZONE X (SHADED) AREA OF 0.2% ANNUAL CHANCE FLOOD HAZARD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE AND ZONE AE AREA WITH BASE FLOOD ELEVATION (BFE) ACCORDING TO FEMA FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

THE F.E.M.A. LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

TITLE COMMITMENT NOTE:

THE SURVEYOR HAS REVIEWED SCHEDULE B OF THE COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2049359-KFD, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 3, 2020 AND AN ISSUED DATE OF SEPTEMBER 14, 2020.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on June 07, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

JUNE 7, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

PARCEL 43ROW
SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

EXHIBIT "A-2"

County: Williamson
Parcel No.: 43SOUTH
Tax ID: R022201
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

METES AND BOUNDS DESCRIPTION FOR PARCEL 43SOUTH

FOR A 5.788 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 9.1965 ACRE TRACT OF LAND CONVEYED TO PENIZE, LLC, RECORDED IN DOCUMENT NO. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 5.788 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF JULY 2021, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Surface Coordinates: N=10211233.03, E=3055512.32) monumenting the most easterly southeast corner of said 9.1965 acre Penize, LLC tract, same being on a point in the north boundary line of the called 1011.979 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2008070649 of the Official Public Records of Williamson County, Texas, same being on the southwest terminus corner of Stubblefield Lane, being 358.97 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 446+08.28, , from which an iron rod found with cap marked "Baker Surveying" on the west boundary line of the called 1.828 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016038954 of the Official Public Records of Williamson County, Texas, same being on the northeast corner of said 1011.979 acre Williamson County, Texas tract, same being on the southeast terminus corner of said Stubblefield Lane, bears N 68°12'10" E for a distance of 24.73 feet;

THENCE, S 67°59'27" W with the south boundary line of said 9.1965 acre Penize, LLC tract and said north boundary line of the 1011.979 acre Williamson County, Texas tract for a distance of 34.03 feet to a 5/8" iron rod set with aluminum cap marked "Williamson County" (Surface Coordinates: N=10211220.28, E=3055480.77), being 380.42 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 445+85.27, for the most easterly southeast corner and **POINT OF BEGINNING** hereof,

THENCE, continuing with the south boundary line of said 9.1965 acre Penize, LLC tract and said north boundary line of the 1011.979 acre Williamson County, Texas tract, the following four (4) courses and distances:

1. **S 67°59'27" W** for a distance of **136.09 feet** to a 1/2" iron rod found;

2. **S 23°52'36" E** for a distance of **83.90 feet** to a 1/2" iron rod found, for the most southerly southeast corner hereof;

County: Williamson
Parcel No.: 43SOUTH
Tax ID: R022201
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

3. **S 82°15'51" W** for a distance of **237.44 feet** to a 1/2" iron rod found;

4. **S 74°11'32" W** for a distance of **117.29 feet** to a cotton gin spindle set on the southeast corner of the called 90.451 acre tract of land (Tract 1) conveyed to Car-Ma Family Limited Partnership, recorded in Document No. 2018093046 of the Official Public Records of Williamson County, Texas, same being in the approximate center of the South Fork San Gabriel River, for an angle point hereof, from which a 1/2" iron rod found on an angle point in said north boundary line of the 1011.979 acre Williamson County, Texas tract, same being on an angle point in the south boundary line of said 90.451 acre Car-Ma Family Limited Partnership tract, bears S 74°11'32" W for a distance of 136.58 feet;

THENCE, **N 71°57'26" W** continuing with said south boundary line of the 9.1965 acre Penize, LLC acre tract, same being with the east boundary line of said 90.451 acre Car-Ma Family Limited Partnership tract, same being with said approximate center of the South Fork San Gabriel River, for a distance of **249.18 feet** to a PK nail set on the southwest corner of said 9.1965 acre Penize, LLC tract, for the southwest corner hereof;

THENCE, with the common boundary line of said 9.1965 acre Penize, LLC tract and said 90.451 acre Car-Ma Family Limited Partnership tract, the following three (3) courses and distances:

1. **N 04°14'11" E** passing at a distance of 44.36 feet, a 1/2" iron rod set with cap marked "Diamond Surveying" near the north top bank of said South Fork San Gabriel River, continuing for a total distance of **330.91 feet** to an iron rod found with cap marked "Premier", for the northwest corner hereof;

2. **N 57°43'30" E** for a distance of **193.69 feet** to an iron stake found;

3. **N 16°43'35" E** for a distance of **132.18 feet** to 5/8" iron rod set with aluminum cap marked "Williamson County" on the proposed southwesterly right-of-way line of proposed State Highway 29 Liberty Hill Bypass, being 150.00 feet right of Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 440+49.80, for the most northerly corner hereof, from which a 1/2" iron rod found on an angle point in north boundary line of said 9.1965 acre Penize, LLC tract and the southeasterly boundary line of said 90.451 acre Car-Ma Family Limited Partnership tract, bears N 16°43'35" E for a distance of 379.87 feet;

THENCE, through the interior of said 9.1965 acre Penize, LLC tract, same being with said proposed southwesterly right-of-way line of proposed State Highway 29 Liberty Hill Bypass, the following five (5) courses and distances;

County: Williamson
Parcel No.: 43SOUTH
Tax ID: R022201
Highway: SH 29 Liberty Hill Bypass
Limits: From: CR 279
To: R.M. 1869

1. With a curve to the left an arc length of **142.91 feet**, said curve having a radius of **2650.00 feet**, a delta angle of **3°05'23"** and a chord which bears **S 61°56'29" E** for a distance of **142.89 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 441+84.61, for the end of this curve and northeast corner hereof;

2. **S 26°30'50" W** for a distance of **51.25 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 201.25 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 441+84.61;

3. **S 38°36'49" E** for a distance of **117.73 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 252.84 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 442+81.64;

4. **S 56°18'52" E** for a distance of **197.01 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 291.77 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 444+55.84;

5. **S 40°04'15" E** for a distance of **171.49 feet** to the **POINT OF BEGINNING** hereof and containing 5.788 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

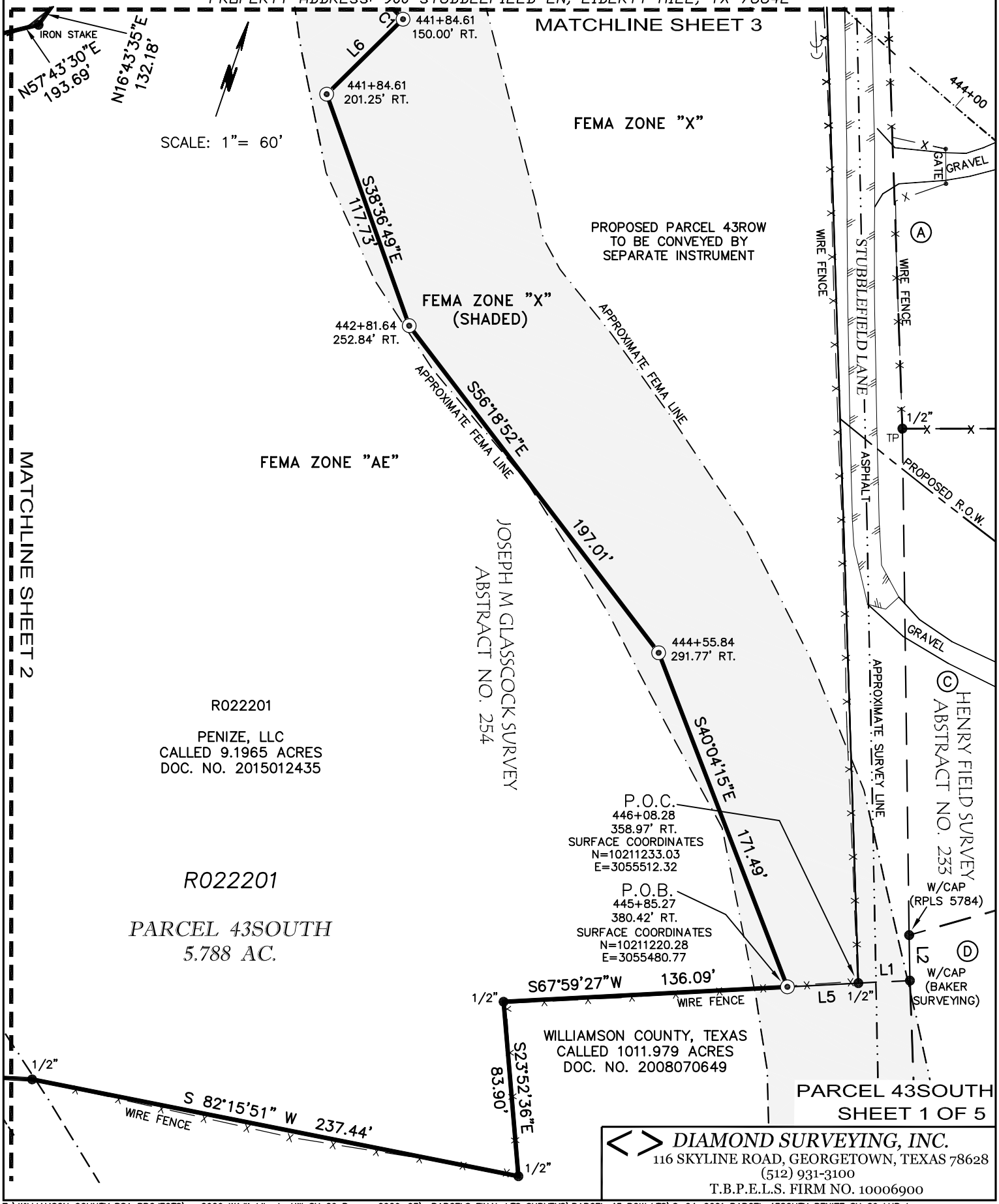
August 4, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#1 Liberty Hill SH 29 Bypass 2020-23_PARCELS FINAL LTS SURVEYS\PARCEL 43 ROW LTS\8-04-2021 PARCEL 43SOUTH PENIZE SH 29 LHB.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 5.788 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 9.1965 ACRE TRACT OF LAND CONVEYED TO PENIZE, LLC, RECORDED IN DOCUMENT NO. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 900 STUBBLEFIELD LN, LIBERTY HILL, TX 78642



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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 5.788 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 9.1965 ACRE TRACT OF LAND CONVEYED TO PENIZE, LLC, RECORDED IN DOCUMENT NO. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
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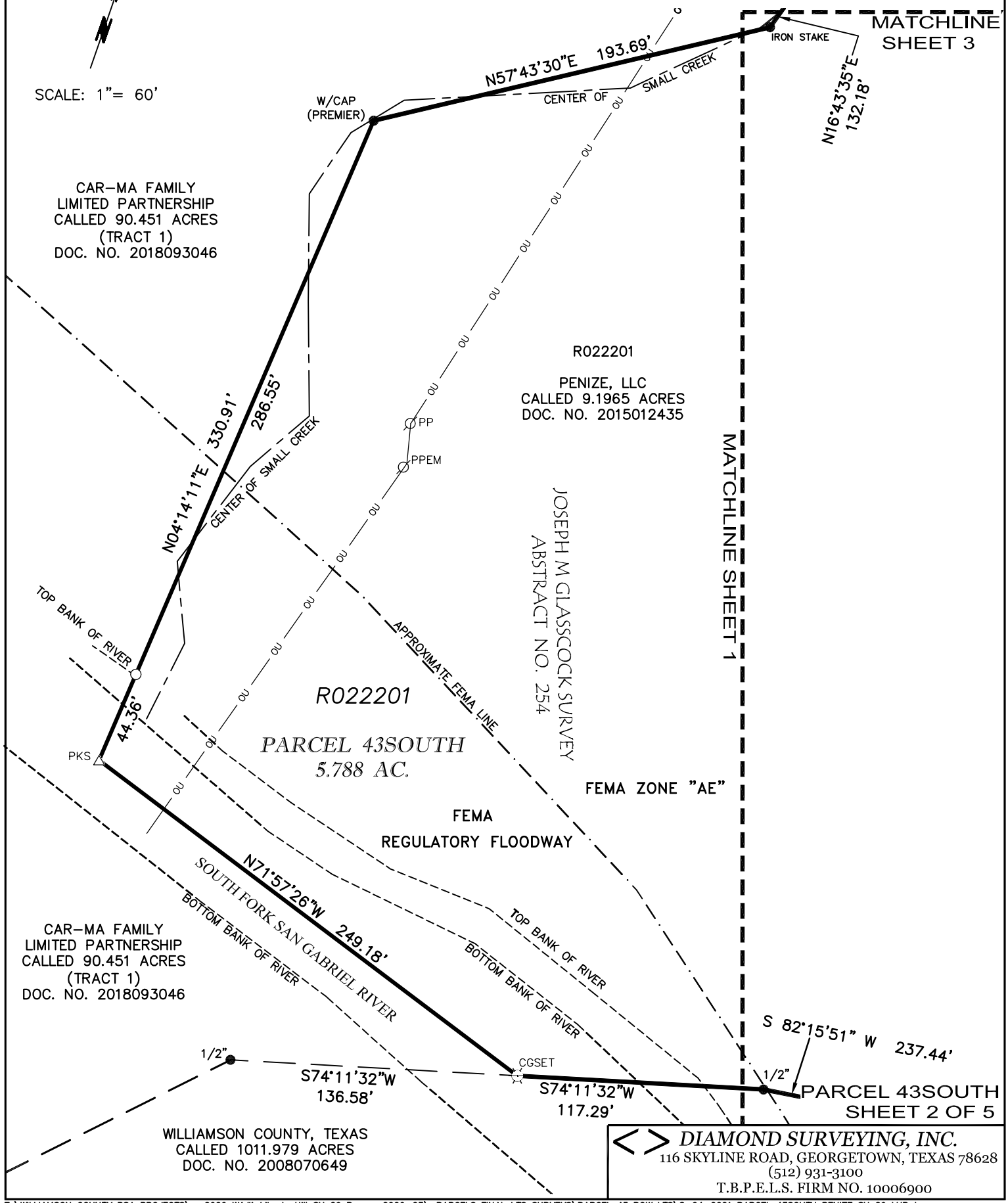

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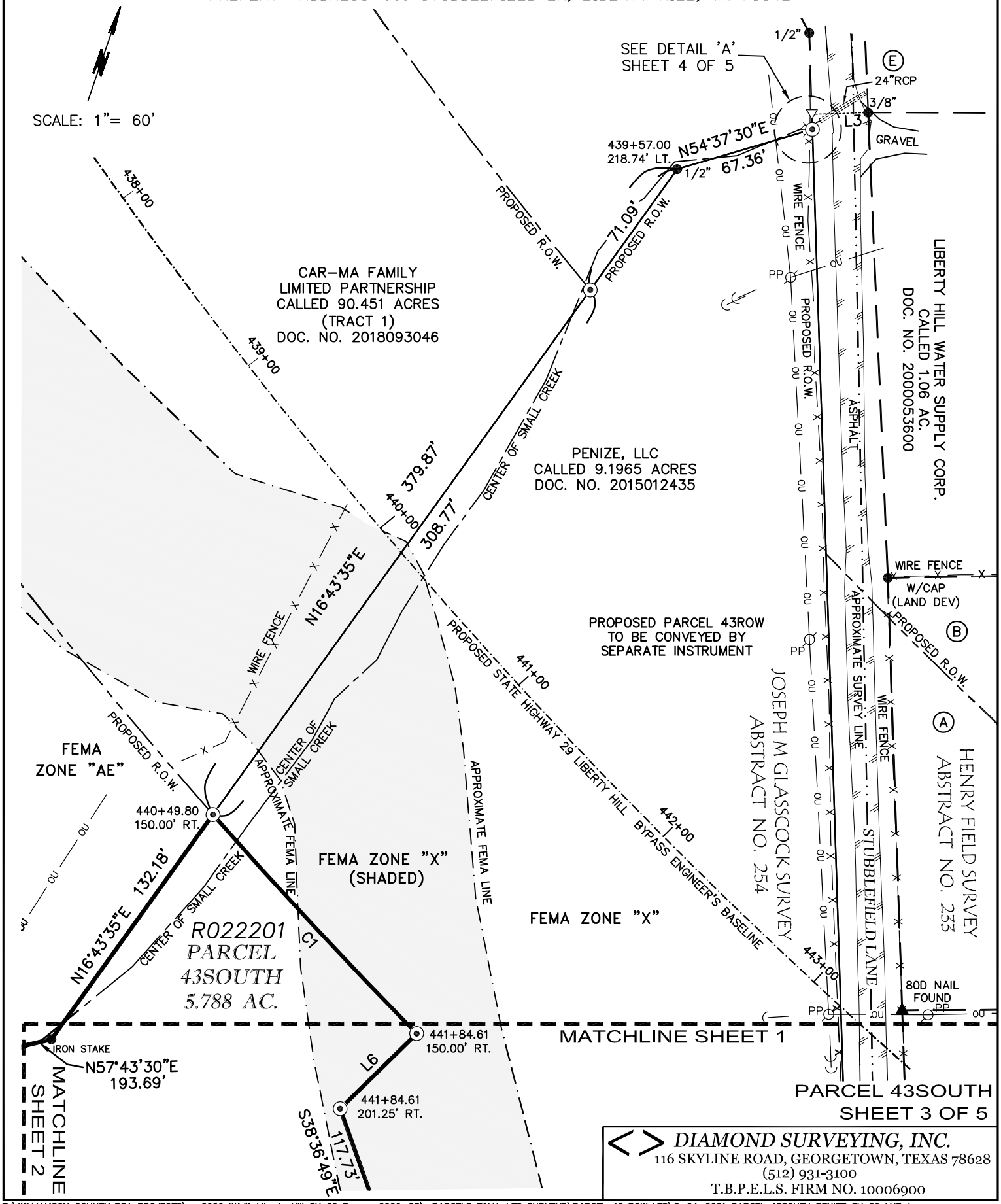
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 5.788 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 9.1965 ACRE TRACT OF LAND CONVEYED TO PENIZE, LLC, RECORDED IN DOCUMENT NO. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 900 STUBBLEFIELD LN, LIBERTY HILL, TX 78642



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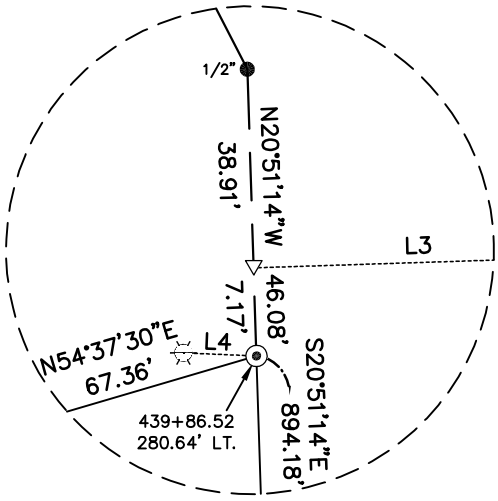
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 5.788 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 9.1965 ACRE TRACT OF LAND CONVEYED TO PENIZE, LLC, RECORDED IN DOCUMENT NO. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 900 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

LEGEND

●	IRON ROD FOUND
▲	NAIL FOUND
	COTTON GIN SPINDLE FOUND
⊙	5/8" IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
CGSET	COTTON GIN SPINDLE FOUND
PKS △	PK NAIL SET
○	IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING
▽	CALCULATED POINT
PP	POWER POLE
PPEM	POWER POLE WITH ELECTRIC METER
	DOWN GUY
TP	TELEPHONE PEDESTAL
— X — X — X —	WIRE FENCE
— OU — OU —	OVERHEAD UTILITY LINE
	EDGE OF PAVEMENT
	APPROXIMATE SURVEY LINE
	APPROXIMATE FEMA LINE
	ENGINEER'S BASELINE
RCP	REINFORCED CONCRETE PIPE
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT



DETAIL 'A'
(NOT TO SCALE)

OWNERSHIP INFORMATION
(SEE SHEET 1 & 3 OF 5)

A	WILLIAMSON COUNTY, TEXAS CALLED 1.414 ACRES (EXHIBIT A) DOC. NO. 2021029944
B	WILLIAMSON COUNTY, TEXAS CALLED 0.576 ACRE (EXHIBIT B) DOC. NO. 2021029944
C	WILLIAMSON COUNTY, TEXAS CALLED 1.224 ACRES DOC. NO. 2016043602
D	WILLIAMSON COUNTY, TEXAS CALLED 1.828 ACRES DOC. NO. 2016038954
E	TODD TATRO AND BRENDA TATRO CALLED 1.010 AC. DOC. NO. 2019023052

LINE TABLE

LINE	BEARING	DISTANCE
L1	N68°12'10"E	24.73'
L2	N19°58'07"W	21.80'
L3	N69°08'46"E	26.89'
L4	S73°24'41"W	1.84'
L5	S67°59'27"W	34.03'
L6	S26°30'50"W	51.25'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2650.00'	142.91'	3°05'23"	S61°56'29"E	142.89'

PARCEL 43SOUTH
SHEET 4 OF 5

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 5.788 ACRE TRACT OF LAND SITUATED IN THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 9.1965 ACRE TRACT OF LAND CONVEYED TO PENIZE, LLC, RECORDED IN DOCUMENT NO. 2015012435 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 900 STUBBLEFIELD LN, LIBERTY HILL, TX 78642

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ZONE X (SHADED) AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, ZONE AE SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATION (BFE), AND REGULATORY FLOODWAY ACCORDING TO FEMA FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

THE F.E.M.A. LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

TITLE COMMITMENT NOTE:

THE SURVEYOR HAS REVIEWED SCHEDULE B OF THE COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2049359-KFD, WHICH BEARS AN EFFECTIVE DATE OF SEPTEMBER 3, 2020 AND AN ISSUED DATE OF SEPTEMBER 14, 2020.

To: Williamson County, Texas and Title Resources Guaranty Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on July 29, 2021. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

AUGUST 4, 2021

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

PARCEL 43SOUTH
SHEET 5 OF 5

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

EXHIBIT "B"

METES AND BOUNDS DESCRIPTION

FOR A 0.454 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.224 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2016043602, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.828 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2016038954, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.454 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF SEPTEMBER 2023, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Surface Coordinates: N=10211491.07, E=3055445.75) monumenting the northwest corner of said 1.224 acre Williamson County, Texas tract, same being on the southwest corner of the called 1.414 acre tract of land (Parcel 45ROW) conveyed to Williamson County, Texas, recorded in Document No. 2021029944, Official Public Records of Williamson County, Texas, same being on a point in the east right-of-way line of Stubblefield Lane (no record information found for Stubblefield Lane), same being on a point in the interior of Proposed right-of-way of State Highway 29 Liberty Hill Bypass;

THENCE, S 19°46’15” E with the west boundary line of said 1.224 acre Williamson County, Texas tract and said east right-of-way line of Stubblefield Lane for a distance of 176.08 feet to a 5/8” iron rod set with aluminum cap stamped “WILLIAMSON COUNTY” on a point in said west boundary line of the 1.224 acre Williamson County, Texas tract and said east right-of-way line of Stubblefield Lane, same being on an angle point in the proposed southerly right-of-way line of said Proposed State Highway 29 Liberty Hill Bypass, (Surface Coordinates: N=10211325.37, E=3055505.31), being 272.80 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 445+78.16, monumenting an angle point in the westerly boundary line and **POINT OF BEGINNING** hereof;

THENCE, **N 17°29’39” E** through the interior of said 1.224 acre Williamson County, Texas tract, same being with said Proposed southerly right-of-way line of said Proposed State Highway 29 Liberty Hill Bypass for a distance of **122.80 feet** to a 5/8” iron rod set with aluminum cap stamped “WILLIAMSON COUNTY”, on an angle point in said Proposed southerly right-of-way line of said Proposed State Highway 29 Liberty Hill Bypass, being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer’s Baseline Station 445+78.16, monumenting the most northerly corner hereof;

THENCE, continuing through the interior of said 1.224 acre Williamson County, Texas tract and with said Proposed southerly right-of-way line of Proposed State Highway 29 Liberty Hill Bypass, with a curve to the left an arc length of **124.99 feet**, said curve having a radius of **2650.00 feet**, a delta angle of **2°42'09"** and a chord which bears **S 73°51'25" E** for a distance of **124.98 feet** to a 5/8" iron rod set with aluminum cap stamped "Williamson County", being 150.00 feet right of the Proposed State Highway 29 Liberty Hill Bypass Engineer's Baseline Station 446+96.08, monumenting the most easterly corner hereof;

THENCE, **S 17°53'29" W** departing said proposed southerly right-of-way line of Proposed State Highway 29 Liberty Hill Bypass continuing in part through the interior of said 1.224 acre Williamson County, Texas tract, and in part through the interior of said 1.828 acre Williamson County, Texas tract for a distance of **124.98 feet** to a 1/2" iron rod set with cap marked 'DIAMOND SURVEYING" on a point in the interior of said 1.828 acre Williamson county, Texas tract, monumenting the southeast corner hereof;

THENCE, **S 61°53'46" W** through the interior of said 1.828 acre Williamson County, Texas tract for a distance of **100.18 feet** to a 1/2" iron rod set with cap marked 'DIAMOND SURVEYING" on a point in the westerly boundary line of said 1.828 acre Williamson County, Texas tract, same being on a point in the northerly boundary line of the called 1011.979 acre tract of land Conveyed to Williamson County, Texas, recorded in Document No. 2008070649, Official Public Records of Williamson County, Texas, monumenting the southwest corner hereof, from which an iron rod found with cap marked "RPLS 5784" on the southwest corner of said 1.828 acre Williamson County, Texas tract, same being on an angle point in said northerly boundary line of the 1011.979 acre Williamson County, Texas tract, same being on the northwest corner of the called 2.362 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2021117470 of the Official Public Records of Williamson County, Texas, bears S 21°05'46" E for a distance of 242.35 feet;

THENCE, **N 21°05'46" W** with said westerly boundary line of said 1.828 acre Williamson County, Texas tract and said northerly boundary line of said 1011.979 acre Williamson County, Texas tract for a distance **0.65 feet** to an iron rod found with cap marked "BAKER SURVEYING" on an angle point in said westerly boundary line of the 1.828 acre Williamson County, Texas tract, same being on an angle point in said northerly boundary line of the 1011.979 acre Williamson County, Texas tract, same being on the southeast terminus corner of said Stubblefield Lane, monumenting an angle point hereof, from which a 1/2" iron rod found on the southwest terminus corner of Stubblefield Lane, same being on an angle point in said northerly boundary line of the 1011.979 acre Williamson County, Texas tract, same being on the southeast corner of the called 9.197 acre tract of land conveyed to City of Liberty Hill, Texas, recorded in Document No. 2021167806, Official Public Records of Williamson County, Texas bears, S 68°12'10" W for a distance of 24.73 feet;

THENCE, **N 19°58'07" W** with said westerly boundary line of said 1.828 acre Williamson County, Texas tract and aforementioned easterly right-of-way line of Stubblefield Lane for a distance **21.80 feet** to an iron rod found with cap marked "RPLS 5784" on the northwest corner of said 1.828 acre Williamson County, Texas tract, same being on the southwest corner of said 1.224 acre Williamson County, Texas tract, same being on an angle point in said easterly right-of-way line of Stubblefield Lane, monumenting an angle point hereof;

THENCE, **N 19°46'15" W** with said aforementioned westerly boundary line of the 1.224 acre Williamson County, Texas tract, same being with said easterly right-of-way line Stubblefield Lane for a distance of **66.59 feet** to the **POINT OF BEGINNING** hereof and containing 0.454 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

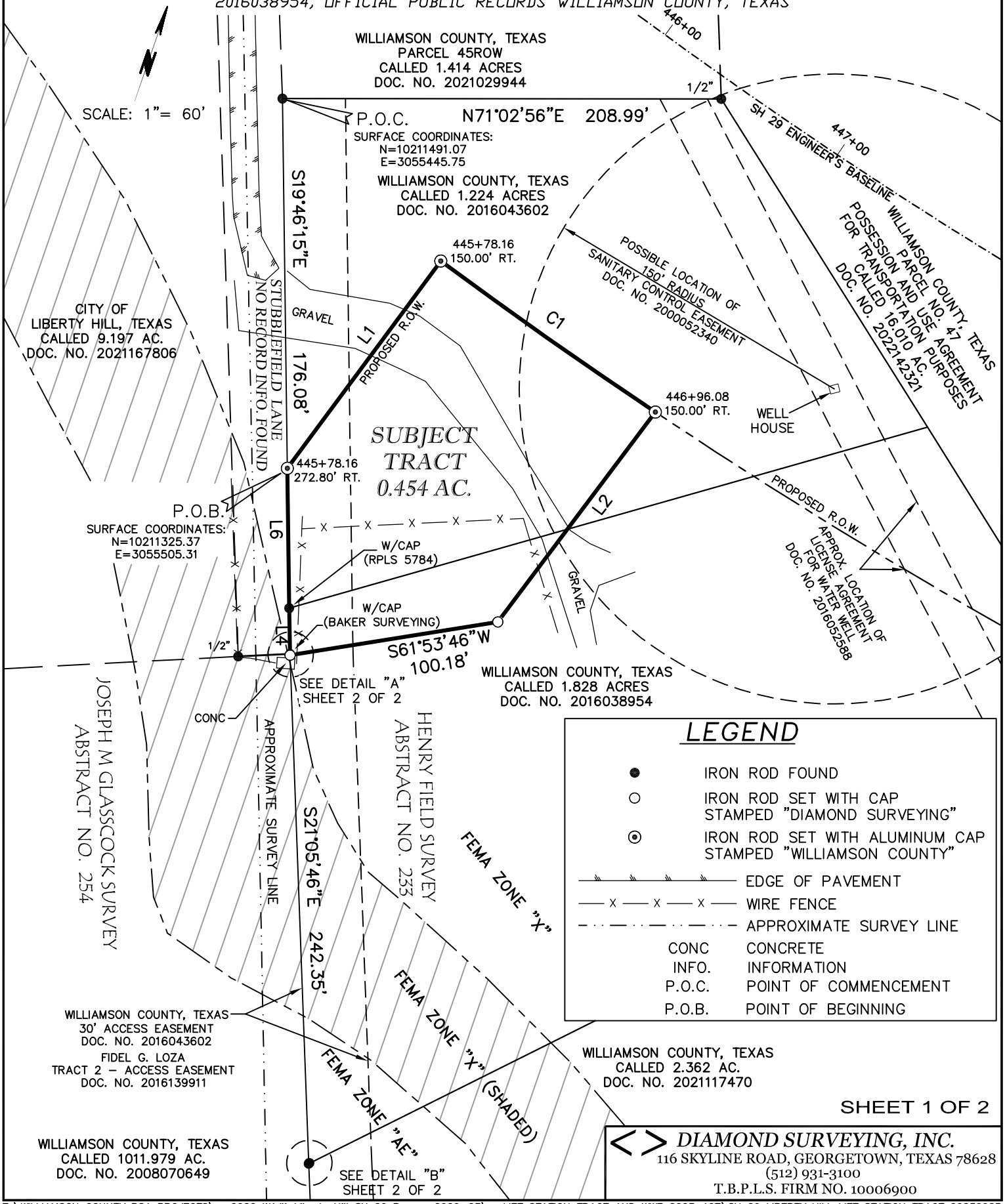
September 25, 2023

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#1 Liberty Hill SH 29 Bypass 2020-23__LIFT STATION TRACT AND WWE 2023-127\SH 29 LHB LIFT STATION TRACT 20230922.doc

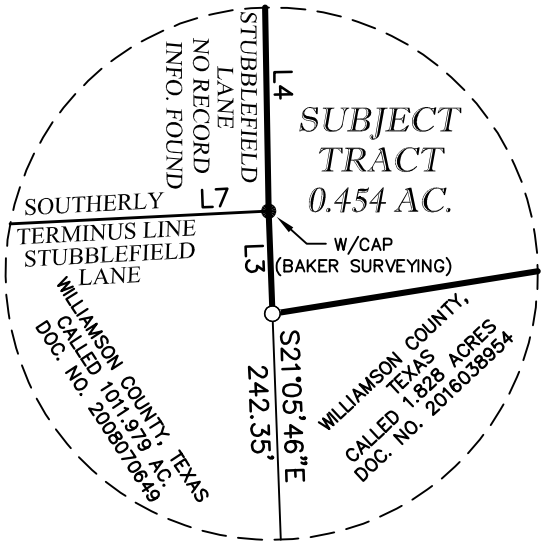
DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.454 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.224 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2016043602, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 1.828 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2016038954, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



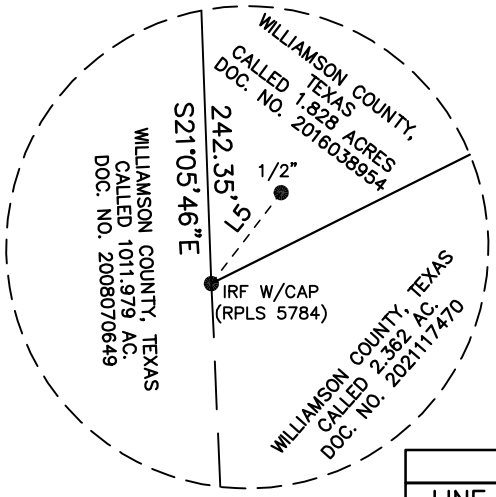
SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.454 ACRE TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 1.224 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2016043602, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF THE CALLED 1.828 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY, TEXAS, RECORDED IN DOCUMENT NO. 2016038954, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS



DETAIL "A"
(NOT TO SCALE)



DETAIL "B"
(NOT TO SCALE)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N17°29'39"E	122.80'
L2	S17°53'29"W	124.98'
L3	N21°05'46"W	0.65'
L4	N19°58'07"W	21.80'
L5	N18°31'11"E	0.49'
L6	N19°46'15"W	66.59'
L7	S68°12'10"W	24.73'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2650.00'	124.99'	2°42'09"	S73°51'25"E	124.98'

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE X (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

THE F.E.M.A. LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

5) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

To: City of Liberty Hill, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on September 20, 2023. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1B, Condition III Standard Land Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

SEPTEMBER 25, 2023

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

LIBERTY HILL WASTEWATER LINE EASEMENT AGREEMENT

Community Interceptor

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

This Agreement (the "Agreement") is made between **WILLIAMSON COUNTY, TEXAS (hereinafter referred to as "Grantor")** and the **CITY OF LIBERTY HILL**, a Texas general law city, whose address is P.O. Box 1920, Liberty Hill, Texas, 78642, ATTN: Liberty Hill City Secretary, (herein referred to as "Grantee"), as follows:

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS, and CONVEYS to Grantee, its successors and assigns, an easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of wastewater lines and related facilities and appurtenances (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

   > Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described in **Exhibit A**, attached hereto and made a part hereof for all purposes (herein sometimes referred to as the "Easement Area" or the "Property"):

2. The easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. Any wastewater lines installed within the Easement shall be installed at a depth that does not interfere with the uses of the surface set forth in Section 4 below.

4. Grantor reserves, and Grantor its successors and assigns shall have the right at their sole expense, commencing after the construction and installation of the Facilities by Grantee, to install, maintain and use the surface of the Property for signs, driveways, roads, sidewalks, and/or landscaping which contains no invasive root structure

(collectively the "Surface Improvements"). However, Grantee shall not have any obligation to reconstruct, restore or repair any Surface Improvements installed after construction of the Facilities without Grantee's prior consent.

5. The Duration of the Easement is perpetual.

6. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successor and assigns, against every person lawfully claiming or to claim all or any part thereof by, through, or under Grantor, but not otherwise.

7. The easement, rights and privileges herein established are non-exclusive, and Grantor hereby reserves and retains the right to convey similar rights and easements as Grantor deems proper, providing such conveyances do not prohibit or interfere with the use of the easement established herein.

8. In addition to the Easement, rights, and privileges herein granted, Grantee shall have the temporary right to use the surface of Grantor's adjacent property at locations limited to twenty-five (25) feet parallel and immediately adjacent to either side of the Easement Area shown on the sketch which accompanies the description in Exhibit "A" attached hereto (the "Temporary Construction Easement"), to the extent necessary to construct and install the Facilities within the Easement Area. The duration of the Temporary Construction Easement rights shall be for a period which expires twelve (12) months from the date of first entry by Grantee upon the Temporary Construction Easement area for Facility installation.

   Grantee shall only remove any hardwood tree larger than ten inches (10") in diameter from the Temporary Construction Easement area if approved and determined by the City Engineer in advance to be necessary and required for the reasonable access to the adjoining permanent Easement Area to carry out the installation of the Facilities. Upon the completion of such construction and installation, Grantee shall, as reasonably possible, restore the surface of the Temporary Construction Easement to the condition in which it was found before any such work was undertaken, and Grantee's right to use the Temporary Construction Easement shall thereupon terminate for all purposes.

9. On completion of the original laying of said Facilities, Grantee will forthwith restore the Property, including specifically any boundary fencing, gates, or driveways, to the condition in which it was found before such work was undertaken, as is reasonably possible, and shall level the ground and restore same to the original surface contour and drainage conditions as existed before operations were begun, as is reasonably

possible, and such leveling and restoration shall be forthwith carried out after each and every maintenance, replacement, modifications, repair or removal operation conducted subsequently to the original construction of said line or lines.

10. Unless otherwise agreed with Grantor in advance, Grantee shall at all times while working within the Easement maintain reasonable access across the Easement Area between the remaining property of Grantor.

11. Grantor agrees to process, and not unreasonably withhold, any additional permit, utility agreement, and or license necessary for the placement, construction, operation and repair of any public Facilities as defined by Texas law and according to any applicable Federal, State and local statutes or Williamson County Right of Way utility permitting requirements in place at the time of application.

12. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

13. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, this instrument is intended to be effective as of the date of execution of the final party hereto.

[signature pages follow]

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Acknowledgment

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

This instrument was acknowledged before me on _____, 2023, by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

(Notary Seal) _____
Notary Public in and for the State of Texas

GRANTEE:

CITY OF LIBERTY HILL

By:_____

Name:_____

Title:_____

Acknowledgment

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2023, by _____, in the capacity and for the purposes and consideration recited herein.

(Notary Seal) _____
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO GRANTEE:

Liberty Hill City Secretary
P.O. Box 1920
Liberty Hill, Texas 78646

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

FOR A 0.019 ACRE (816 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 AND THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING WITHIN THE APPARENT RIGHT-OF-WAY OF STUBBLEFIELD LANE (NO RECORD INFORMATION FOUND). SAID 0.019 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF SEPTEMBER 2023, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Surface Coordinates: N=10211491.07, E=3055445.75) monumenting the northwest corner of the called 1.224 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016043602 of the Official Public Records of Williamson County, Texas, same being on the southwest corner of the called 1.414 acre tract of land (Parcel 45ROW) conveyed to Williamson County, Texas, recorded in Document No. 2021029944, Official Public Records of Williamson County, Texas, same being on a point in the east right-of-way line of said Stubblefield Lane, same being on a point in the interior of Proposed right-of-way of State Highway 29 Liberty Hill Bypass;

THENCE, S 19°46’15” E with the west boundary line of said 1.224 acre Williamson County, Texas tract and said east right-of-way line of Stubblefield Lane, for a distance of 189.89 feet to a 1/2” iron rod set with cap marked “DIAMOND SURVEYING” (Surface Coordinates: N=10211312.37, E=3055509.98), for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, **S 19°46’15” E** continuing with said west boundary line of said 1.224 acre Williamson County, Texas tract and said east right-of-way line of Stubblefield Lane, for a distance of **31.48 feet** to a 1/2” iron rod set with cap marked “DIAMOND SURVEYING”, for the southeast corner hereof, from which an iron rod found with cap marked “RPLS 5784” on the southeast corner of said 1.224 acre Williamson County, Texas tract, same being on the northeast corner of the called 1.828 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2016038954 of the Official Public Records of Williamson County, Texas, same being on a point in said east right-of-way line of Stubblefield Lane, bears S 19°46’15” E for a distance of 21.30 feet;

THENCE, **S 87°55’34” W** through the interior of said of Stubblefield Lane, for a distance of **26.90 feet** to a 1/2" iron rod set with cap marked “DIAMOND SURVEYING” on a point in the west right-of-way line of said Stubblefield Lane, same being on a point in the east boundary line of the called 9.197 acre tract of land conveyed to City of Liberty Hill, Texas, recorded in Document No. 2021167806 of the Official Public Records of Williamson County, Texas, for the southwest corner hereof, from which a 1/2" iron rod found on the southwest terminus corner of said Stubblefield Lane, same being on the southeast corner

of said 9.197 acre City of Liberty Hill, Texas tract, same being on an angle point in the north boundary line of the called 1011.979 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2008070649 of the Official Public Records of Williamson County, Texas, bears S 20°51'14" E for a distance of 52.16 feet;

THENCE, **N 20°51'14" W** with said west right-of-way line of Stubblefield Lane, same being with said east boundary line of the 9.197 acre City of Liberty Hill, Texas for a distance of **31.68 feet** to a 1/2" iron rod set with cap marked "DIAMOND SURVEYING" for the northwest corner hereof, from which a 1/2" iron rod found with cap marked "DIAMOND SURVEYING" on the northeast corner of said City of Liberty Hill, Texas tract, same being on said west right-of-way line of Stubblefield Lane, bears N 20°51'14" W for a distance of 810.34 feet;

THENCE, **N 87°55'34" E** through said interior of Stubblefield Lane, for a distance of **27.53 feet** to the **POINT OF BEGINNING** hereof and containing 0.019 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Coordinates and Distances shown hereon are surface based on a combined surface adjustment factor or 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

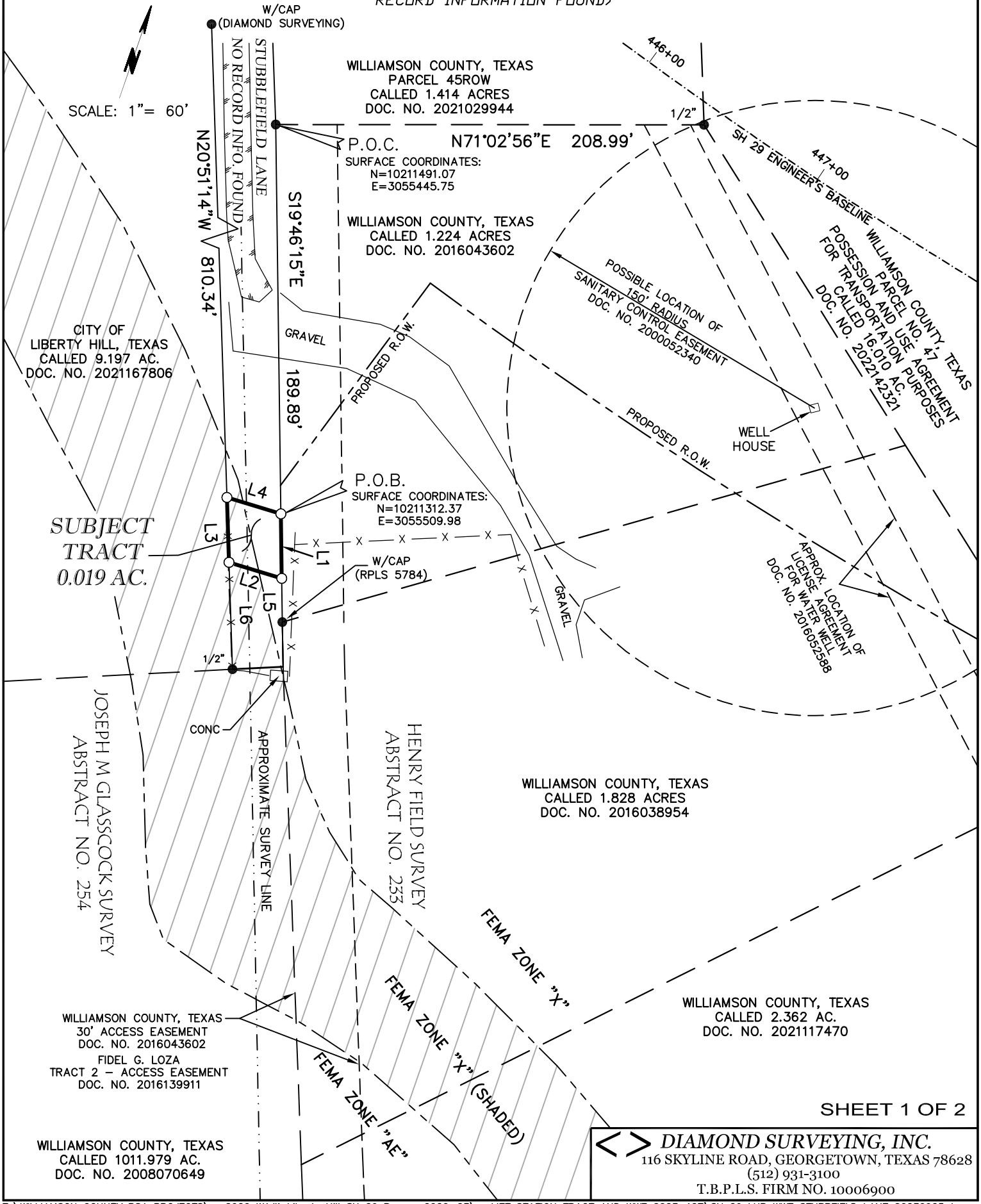
September 25, 2023

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WILLIAMSON COUNTY PSA PROJECTS__2020 WA#1 Liberty Hill SH 29 Bypass 2020-23__LIFT STATION TRACT AND WWE 2023-127\SH 29 LHB WWE STUBBFIELD LANE 20230925.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.019 ACRE (816 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 AND THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING WITHIN THE APPARENT RIGHT-OF-WAY OF STUBBLEFIELD LANE (NO RECORD INFORMATION FOUND)



SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.019 ACRE (816 SQ. FT.) TRACT OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 AND THE JOSEPH M. GLASSCOCK SURVEY, ABSTRACT NO. 254, WILLIAMSON COUNTY, TEXAS AND BEING WITHIN THE APPARENT RIGHT-OF-WAY OF STUBBLEFIELD LANE (NO RECORD INFORMATION FOUND)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S19°46'15"E	31.48'
L2	S87°55'34"W	26.90'
L3	N20°51'14"W	31.68'
L4	N87°55'34"E	27.53'
L5	S19°46'15"E	21.30'
L6	S20°51'14"E	52.16'

LEGEND

●	IRON ROD FOUND
○	IRON ROD SET WITH CAP STAMPED "DIAMOND SURVEYING"
⊙	IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
	EDGE OF PAVEMENT
—x—x—x—	WIRE FENCE
	APPROXIMATE SURVEY LINE
	APPROXIMATE FEMA LINE
CONC	CONCRETE
INFO.	INFORMATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

3) THE TRACT SHOWN HEREON LIES WITHIN ZONE 'X' (UNSHADED) AREA OF MINIMAL FLOOD HAZARD, ZONE 'X' (SHADED) AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE, ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NO. 48491C0245F, EFFECTIVE DATE OF DECEMBER 20, 2019.

THE F.E.M.A. LINES SHOWN HEREON ARE APPROXIMATE BY GRAPHIC PLOTTING ONLY AND WERE SCALED FROM THE ABOVE REFERENCED FLOOD INSURANCE RATE MAP. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS.

5) THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. THERE MAY BE EASEMENTS AND/OR RESTRICTIONS NOT SHOWN HEREON WHICH MAY AFFECT THE SUBJECT TRACT.

To: City of Liberty Hill, Texas, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on September 20, 2023. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1B, Condition III Standard Land Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SEPTEMBER 25, 2023

SHANE SHAFER, R.P.L.S. NO. 5281 — DATE

SHEET 2 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.L.S. FIRM NO. 10006900

Commissioners Court - Regular Session **57.**

Meeting Date: 10/03/2023

Ronald Reagan Agreement for Gift of Real Property

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 an Agreement for Gift of Real Property with Williamson County Emergency Services District No. 4 for 0.3154 acres of right of way needed on the Ronald Reagan Widening project (Parcel 10). Funding Source: Road Bonds P336

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Gift Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 11:47 AM
Form Started By: Charlie Crossfield		Started On: 09/27/2023 04:45 PM
Final Approval Date: 09/28/2023		

AGREEMENT FOR GIFT OF REAL PROPERTY

Ronald Reagan Right of Way

THIS AGREEMENT FOR GIFT OF REAL PROPERTY ("Agreement") is entered into as of the date set forth below by and between **WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4**, hereinafter referred to as "Donor," and the **WILLIAMSON COUNTY, TEXAS,** hereinafter referred to as "County". Donor desires to donate to County, and County desires to accept from Donor, the property which is more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Parcel").

IN CONSIDERATION of the mutual covenants set forth herein, Donor and County hereby agree as follows:

Section 1. Transfer & Acceptance.

a. The Donor dedicates the Parcel to the County. Donor shall convey and grant indefeasible title in and to the Parcel, free and clear of any monetary liens and encumbrances after title inspection by County at its sole expense, to County by deed in the form as shown in Exhibit "B" attached hereto. The deed shall be fully executed, notarized, and delivered to County by Donor within fifteen (15) days following final approval and execution of this Agreement by County.

b. The County accepts the public dedication of the Parcel from the Donor. The County shall accept from the Donor title to, and interest in, the Parcel.

Section 2. Consideration. As a condition of Donor's gift and assignment of its interests in the Parcel to County, the County agrees to the following:

a. *Property Valuation.* The Parcel is valued at Forty-Nine Thousand Five Hundred Ninety-Eight and 00/100 Dollars ($49,598.00), for purposes of this Agreement. This value was determined using 2022 WCAD certified land market value.

b. *Driveway and Pond Reconstruction.* As an obligation which shall survive the execution of this Agreement, purchaser agrees that it shall at its sole expense cause Donor's existing entry driveway and water quality/detention pond facilities to be reconstructed as part of the proposed County Ronald Reagan Widening construction project (the "Project"). The reconstruction of these facilities shall be in substantial compliance with the plans, specifications and notes as shown on Exhibit "C" attached hereto and incorporated herein, or as otherwise agreed to in writing between the parties prior to construction.

By execution of this Agreement, Purchaser, its agents, contractors and assigns shall be allowed to temporarily access the remaining property of Donor only to the extent and in the locations reasonably necessary to carry out the obligations of this paragraph. Purchaser shall be responsible for obtaining any required permits or approval for reconstruction of the existing detention pond facilities, and Donor agrees that upon request from

County it shall provide all reasonable assistance and information necessary for any permit submission requirements from any applicable jurisdiction.

Purchaser agrees that it shall maintain driveway access sufficient for operation of the current fire and emergency services vehicle ingress and egress at all times during construction of the Project, unless otherwise agreed between Donor and County in advance.

c. *Reconnection of Utility Facilities.* As an obligation which shall survive the execution of this Agreement, Purchaser agrees that it shall at its sole expense cause any existing utility facilities of Donor which are in conflict with the proposed Project to be adjusted, reinstalled or otherwise reestablished as part of the overall Project, as identified in Exhibit "D" attached hereto and incorporated herein, or as otherwise agreed to in writing between the parties.

d. *Site Improvements.* As compensation for the acquisition of site appurtenances within the Parcel identified on Exhibit "E" attached hereto and incorporated herein, and which are not otherwise to be reconstructed or adjusted pursuant to the additional obligations of this Agreement, County agrees to pay Donor the sum of $27,700.00, within fourteen (14) days following delivery of the executed deed for the Parcel.

Section 3. Representations and Warranties. The County hereby represents and warrants that:

a. County accepts the Parcel **AS IS, IN ITS PRESENT CONDITION**.

Section 4. Donor's Duties, Representations and Warranties.

a. Donor is responsible for all property taxes associated with the Parcel up to and including the date of execution of the Deed for the Parcel.

b. Donor may realize any proper tax benefit or future Road District reimbursement to which it is entitled through this gift of real property, and County shall provide any reasonable assistance requested by Donor to complete any required documentation for same.

c. Donor understands and acknowledges that Donor has been informed of the entitlement to receive fair market value payment for the Parcel, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving those rights.

Section 5. Assigns; Beneficiaries. Neither the County nor Donor shall have the right to assign this Agreement to any party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement is for the sole benefit of Donor and County.

Section 6. Entire Agreement. This Agreement is the entire agreement between Donor and County concerning the gift of interest in the Parcel, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing, and signed by the party to be bound.

Section 7. Choice of Law; Venue; Dispute Resolution. This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any action brought under or with regard to this Agreement or the breach of this Agreement is in *Williamson County*, Texas, except to the extent otherwise mandated by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Agreement or the breach of same.

EXECUTED BY the County and by Donor as follows:

DONOR:

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By:_____

Name: Dan Clark

Title: President

Date: 9-26-2023

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

Date:_____

County: Williamson
Parcel: 10 – Williamson County Emergency Services District No. 4
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.3154 OF ONE ACRE (13,739 SQUARE FEET) PARCEL OF LAND SITUATED IN THE N. SMITHWICK SURVEY, ABSTRACT NO. 590 AND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, BOTH IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK A, SANTA RITA WCESD NO. 4 FIRES STATION NO. 2, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2018034177 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), CONVEYED TO WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4, RECORDED IN DOCUMENT NO. 2018047615 OF SAID O.P.R.W.C.T., SAID 0.3154 OF ONE ACRE (13,739 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 53.77 feet Left of Ronald Reagan Baseline Station 2506+19.72 in the proposed West Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,213,495.92, E=3,080,241.90), being in the South line of said Lot 1, Block A, and in a common line of a called 34.10 acre tract of land described in Correction Special Warranty Deed to Santa Rita Commercial, LLC, recorded in Document No., 2014012340 of said O.P.R.W.C.T., from which a 1/2-inch rebar with cap stamped "RJ SURVEYING" found for the Southwest corner of said Lot 1, Block A and a common corner of said 34.10 acre tract, bears South 89°54'19" West a distance of 288.61 feet;

1) **THENCE** with the proposed West ROW line of said Ronald Reagan Boulevard over and across said Lot 1, Block A, along a curve to the **Right** having a radius of **8160.00** feet, an arc length of **329.50** feet, a delta angle of **02°18'49"**, and a chord which bears **North 03°37'23" West** a distance of **329.48** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set 52.08 feet Left of Ronald Reagan Baseline Station 2509+47.07 in the North line of said Lot 1, Block A and the common South line of Lot 2, said Block A;

2) **THENCE** with the common line of said Lot 1 and said Lot 2, Block A, **South 50°42'33" East** a distance of **57.95** feet to a Calculated Point for the Northeast corner of said Lot 1 and the common Southeast corner of said Lot 2, Block A, also being in the existing West ROW line of said Ronald Reagan Boulevard;

3) **THENCE** with the East line of said Lot 1, Block A and the common existing West ROW of said Ronald Reagan Boulevard, along a curve to the **Left** having a radius of **8100.00** feet, an arc length of **292.85** feet, a delta angle of **00°04'17"**, and a chord which bears **South 04°11'55" East** a distance of **292.82** feet to a Calculated Point for the Southeast corner of said Lot 1, Block A and a common corner of said 34.10 acre tract;

County: Williamson
Parcel: 10 – Williamson County Emergency Services District No. 4
Highway: Ronald Reagan Boulevard

4) **THENCE** with the South line of said Lot 1, Block A and a common line of said 34.10 acre tract, **South 89°54'19" West** a distance of **45.47** feet to the **POINT OF BEGINNING**, containing 0.3154 of one acre (13,739 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.000106179.

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

That I, Frank W. Funk, a Registered Profession 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 was determined by a survey made on the ground under my direct supervision.

Frank W Funk 04/04/2023

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

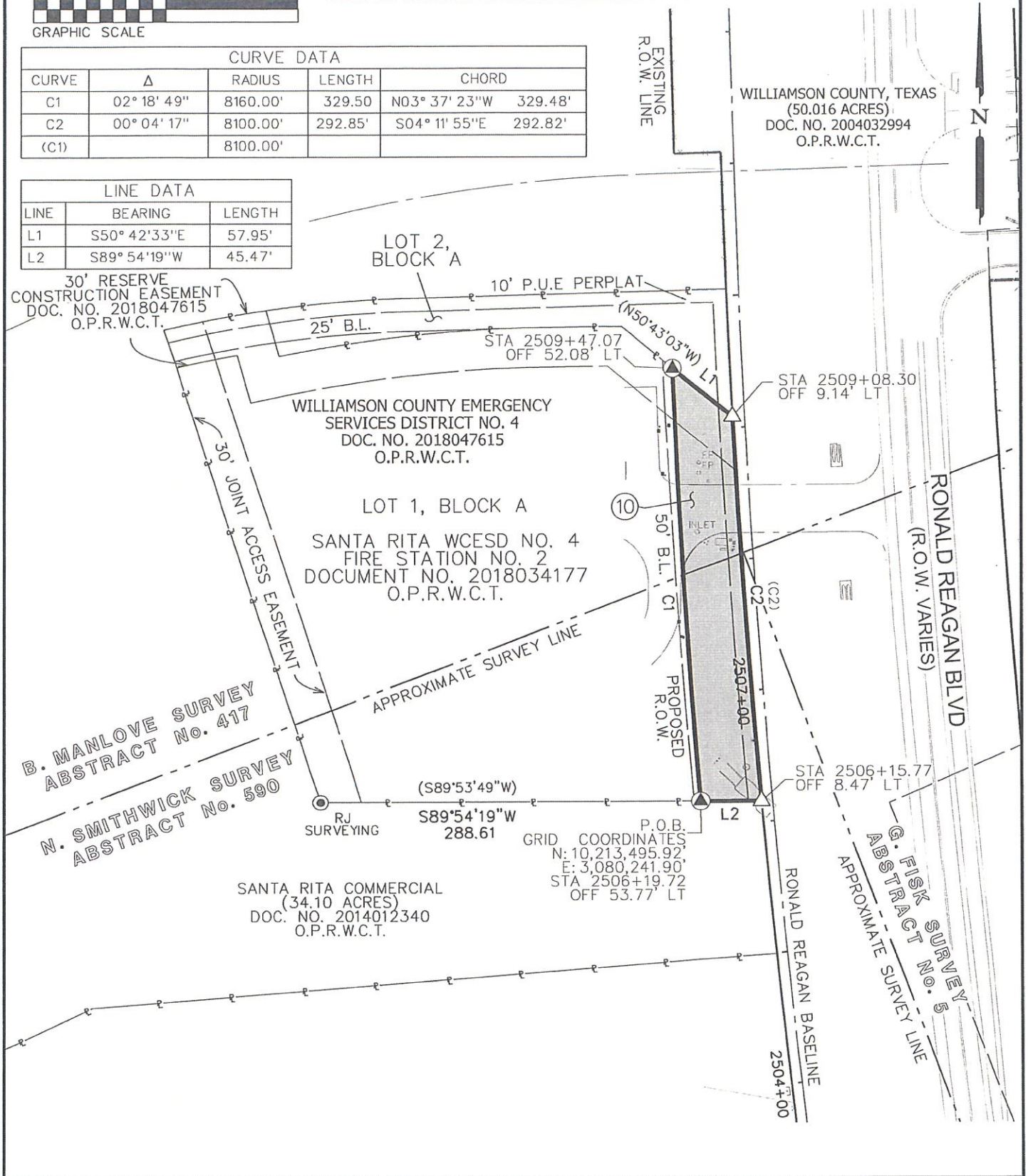
EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

100' 0' 100'
GRAPHIC SCALE

CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C1	02° 18' 49"	8160.00'	329.50	N03° 37' 23"W	329.48'
C2	00° 04' 17"	8100.00'	292.85'	S04° 11' 55"E	292.82'
(C1)		8100.00'			

LINE DATA		
LINE	BEARING	LENGTH
L1	S50° 42'33"E	57.95'
L2	S89° 54'19"W	45.47'



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
WILLIAMSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 4

10/28/2022

PARCEL 10
0.3154 ACRES
13,739 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

SHEET 3 OF 5

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

△	CALCULATED POINT
◉	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED AS NOTED
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
—— - ·	SURVEY LINE
B.L.	BUILDING LINE
P.U.E.	PUBLIC UTILITY EASEMENT

NOTES:

1.BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THER MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 04/04/2023

FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF
WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

10/28/2022

PARCEL 10
0.3154 ACRES
13,739 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

SHEET 4 OF 5

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-168282
ISSUED: DECEMBER 1, 2022
EFFECTIVE DATE: NOVEMBER 21, 2022

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR .THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

SCHEDULE B EXCEPTIONS:
THIS TRACT IS SUBJECT TO RESTRICTIVE COVENANTS DESCRIBED IN DOC NOS. 2018034177, 2016067674, 2018045549, 2018045660, 2018047615, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

ITEMS 10.7 THROUGH 10-13 ARE NOT A SURVEY MATTER.

10: 1. BUILDING SETBACK LINE(S) AS SHOWN AND/OR DESCRIBED ON PLAT OF RECORD IN DOCUMENT NUMBER 2018034177 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(SHOWN HEREON)

2. A 10' PUBLIC UTILITY EASEMENT RESERVED ALONG THE EAST PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN DOCUMENT NUMBER 2018034177 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(SHOWN HEREON)

3. A WATER PIPELINE EASEMENT GRANTED TO CHISHOLM TRAIL WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 939, PAGE 271 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.(MAY AFFECT - UNABLE TO LOCATE BASED ON INCORRECT VOLUME AND PAGE IN INSTRUMENT)

4. AN ELECTRIC UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2018079459 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.(AFFECTS - UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

5. A CONSTRUCTION EASEMENT AS DESCRIBED IN DOCUMENT NO. 2018047615 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOT 1)(SHOWN HEREON)

14. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)(NOTED HEREON)

EXHIBIT "B"

Parcel 10

DONATION DEED
Ronald Reagan Boulevard Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4**, 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, Donate, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 0.3154 acre (13,739 square foot) parcel of land out of the N. Smithwick Survey, Abstract No. 590, and the B. Manlove Survey, Abstract No. 417, both in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 10**)

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 public roadway facilities and related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 26 day of September, 2023.

[signature on following page]

GRANTOR:

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By:_____

Name: Dan Clark

Title: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 26 day of September, 2023 by Dan Clark in the capacity and for the purposes and consideration recited therein.

ALMA JELLISON
NOTARY PUBLIC
ID# 12245705
State of Texas
Comm. Exp. 03-05-2025

_____
Notary Public, State of Texas

ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____ 2023 by Bill Gravell, Jr., in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

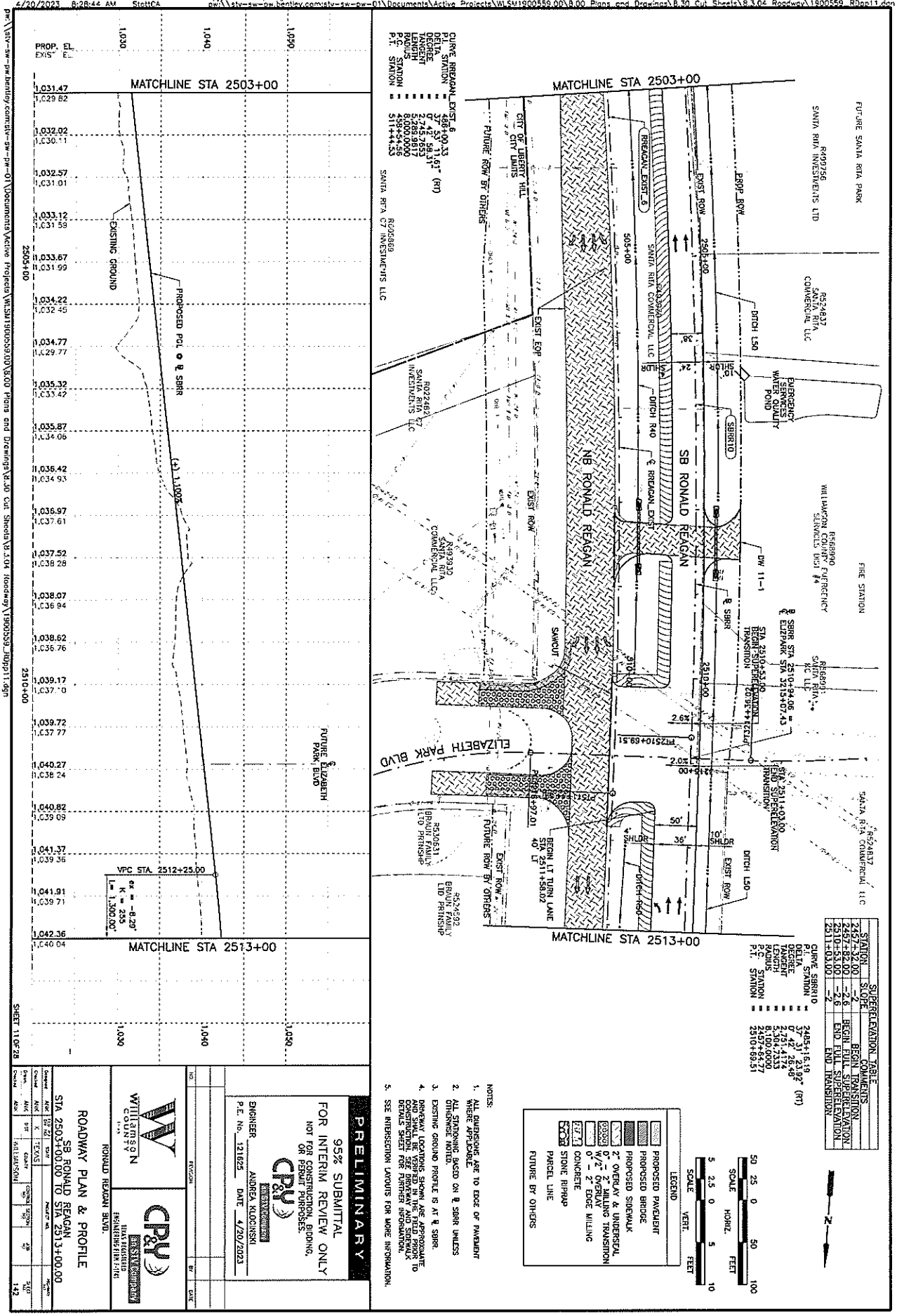
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

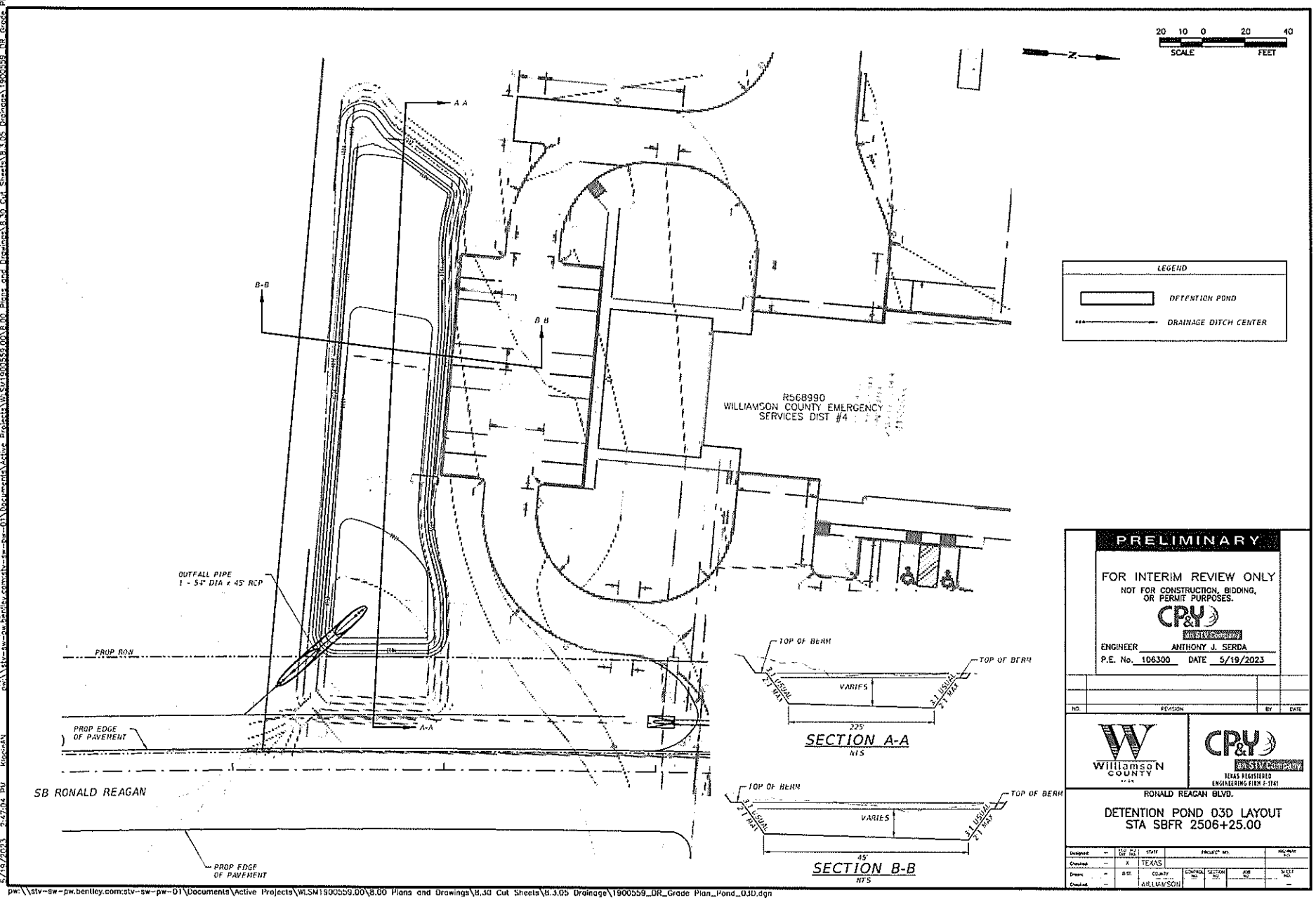
GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "C"


MATCHLINE STA 2503+00
MATCHLINE STA 2513+00
SB RONALD REAGAN
NB RONALD REAGAN
ELIZABETH PARK BLVD
PROPOSED PGL @ SBRR
EXISTING GROUND
VPC STA. 2512+25.00
SUPERELEVATION TABLE
STATION SLOPE COMMENTS
2452+32.00 -2 BEGIN TRANSITION
2457+82.00 -2.6 BEGIN FULL SUPERELEVATION
2510+53.00 -2.6 END FULL SUPERELEVATION
2511+03.00 -2 END TRANSITION
CURVE SBRR10
P.I. STATION 2485+16.19
DELTA 37° 31' 23.92" (RT)
DEGREE 0° 42' 26.48"
RADIUS 2,151.4133
LENGTH 1,407.1111
P.C. STATION 2457+64.77
P.T. STATION 2510+69.51
LEGEND
PROPOSED PAVEMENT
PROPOSED BRIDGE
PROPOSED SIDEWALK
2" OVERLAY & UNDERSEAL
0"/2" MILLING TRANSITION
0"/2" FLAT EDGE MILLING
CONCRETE
STONE RIPRAP
PARCEL LINE
FUTURE BY OTHERS
NOTES:
1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT WHERE APPLICABLE.
2. ALL STATIONING BASED ON ℄ SBRR UNLESS OTHERWISE NOTED.
3. EXISTING GROUND PROFILE IS AT ℄ SBRR.
4. DRIVEWAY LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. SEE DRIVEWAY AND SIDEWALK DETAILS SHEET FOR FURTHER INFORMATION.
5. SEE INTERSECTION LAYOUTS FOR MORE INFORMATION.
PRELIMINARY
95% SUBMITTAL
FOR INTERIM REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
ENGINEER ANDREA KLOCZINSKI
P.E. No. 121625 DATE 4/20/2023
Williamson County
RONALD REAGAN BLVD.
ROADWAY PLAN & PROFILE
SB RONALD REAGAN
STA 2503+00.00 TO STA 2513+00.00
SHEET 11 OF 28



PRELIMINARY

FOR INTERIM REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

CP&Y an STV Company

ENGINEER ANTHONY J. SERDA
P.E. No. 106300 DATE 5/19/2023

NO.	REVISION	BY	DATE

Williamson County Texas

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

DETENTION POND D3D LAYOUT
STA SBFR 2506+25.00

Designed	—	FILE NO. / DIST. NO.	STATE	PROJECT NO.			HIGHWAY NO.
Checked	—	X	TEXAS				
Drawn	—	BST	COUNTY WILLIAMSON	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO. —
Checked	—						

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5/19/2023 2:47:04 PM kreciaN

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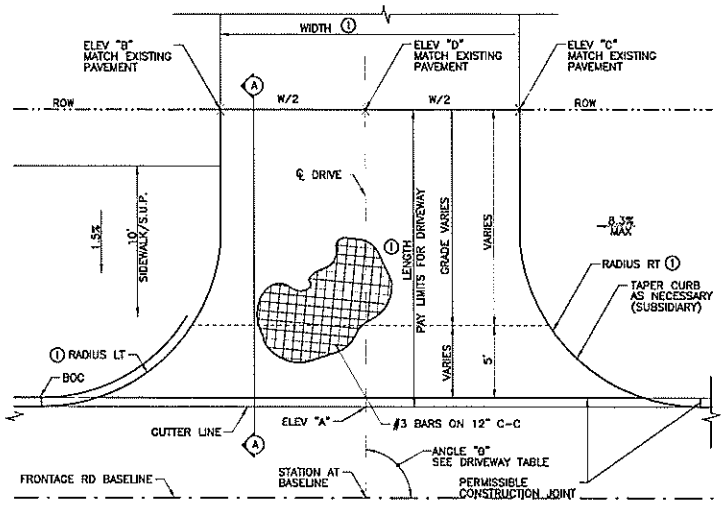
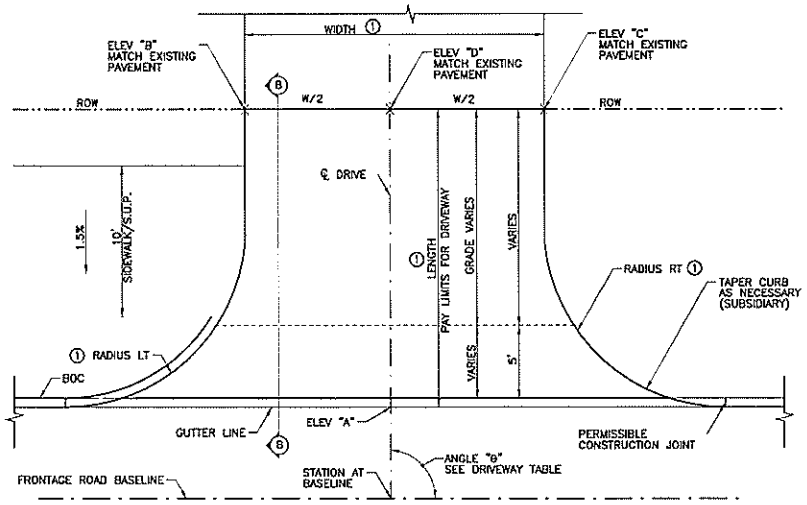
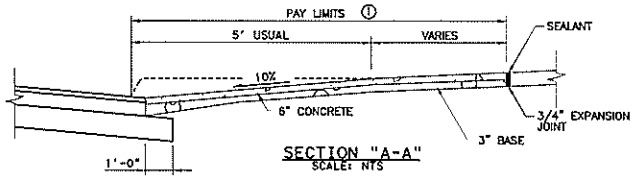


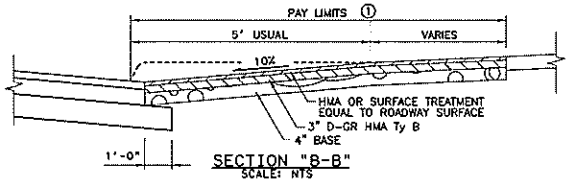
CONCRETE DRIVEWAY PLAN
SCALE: NTS



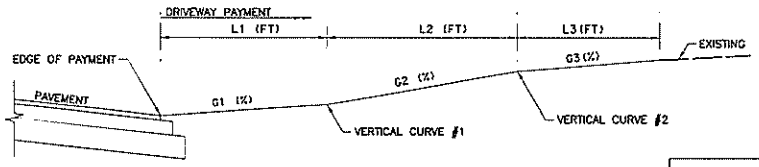
ASPHALT DRIVEWAY PLAN
SCALE: NTS



SECTION "A-A"
SCALE: NTS



SECTION "B-B"
SCALE: NTS



DRIVEWAY PROFILE
SCALE: NTS

NOTES:

① SEE DRIVEWAY TABLE FOR LENGTH, WIDTH, AND RADII.

PRELIMINARY

95% SUBMITTAL
FOR INTERIM REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

CP&Y
A Stantec Company

ENGINEER ANDREA KLOCINSKI
P.E. No. 121625 DATE 4/20/2023

NO.	REVISION	BY	DATE

Williamson County

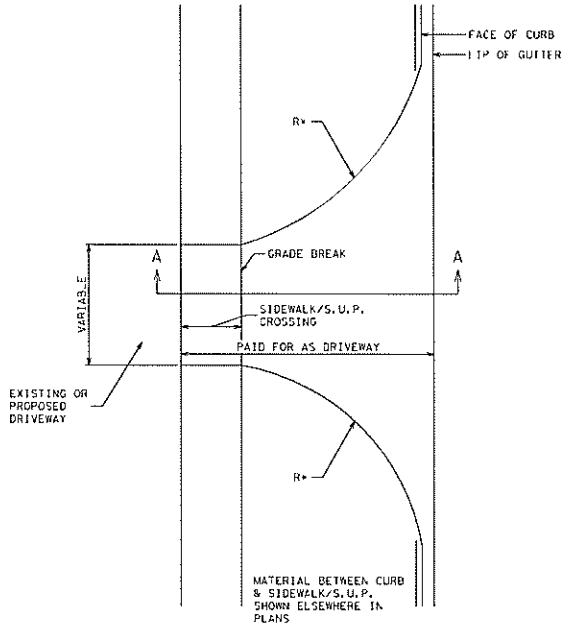
CP&Y A Stantec Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

DRIVEWAY DETAILS

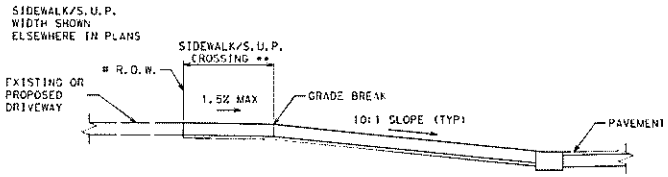
Designed: ANK	FED. RD. DIV. NO.	STATE	PROJECT NO.				HIGHWAY NO.
Checked: ANK	X	TEXAS					
Drawn: ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.		SHEET NO.
Checked: ANK		WILLIAMSON					179

SHEET 1 OF 3



DRIVEWAY PLAN

* SEE DRIVEWAY TABLES FOR DIMENSIONS

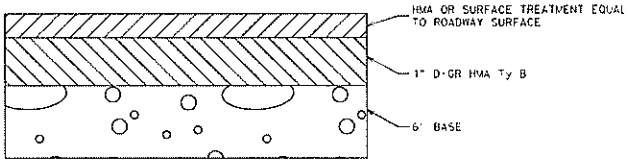


ACTUAL TIE-IN SHOWN ELSEWHERE IN PLANS OR AS DIRECTED

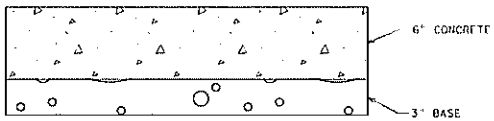
DRIVEWAY WITH GUTTER SECTION A-A

ENSURE GRADE BREAK DOES NOT EXCEED 8% UNLESS OTHERWISE DIRECTED. PROVIDE ABSOLUTE MINIMUM SIDEWALK CROSSING WIDTH OF 4' FOR DRIVEAYS WIDTH OF 20' OR LESS

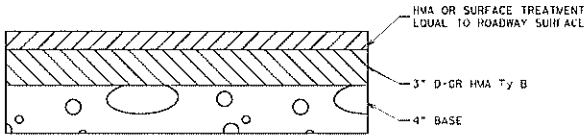
** LOCATE SIDEWALK CROSSING TO ALIGN WITH ADJACENT SIDEWALK



HMA OR SURFACE TREATEMENT - COMMERCIAL



CONCRETE - COMMERCIAL AND RESIDENTIAL



HMA OR SURFACE TREATMENT - RESIDENTIAL

GENERAL NOTES

PROVIDE EXPANSION 20 FT C-C FOR WIDTH OR LENGTH OVER 25 FT. EXPANSION JOINT PER AUS STANDARD FOR SIDEWALK.

REINFORCEMENT WILL BE IN ACCORDANCE WITH ITEM 432.3.1 USING NO. 3 OR NO. 4 BARS.

FIBER REINFORCEMENT IS NOT ALLOWED. CLASS A CONCRETE IS ALLOWED TO USE COARSE AGGREGATE GRADES 1-8.

IN LIEU OF PFC OR TOM, SURFACE SHALL BE 1.5" D-GR HMA Ty D. IF SURFACE IS A MULTIPLE COURSE SURFACE TREATEMENT, ALL COURSES MUST BE PLACED ON DRIVEWAY.

BLADE LAY HMA IS ALLOWED.

FURNISH BASE MEETING THE REQUIREMENTS FOR ANY TYPE OR GRADE IN ACCORDANCE WITH ITEM 247. BASE COMPRESSIVE STRENGTHS ARE WAIVED.

IF ROOTS ARE ENCOUNTERED VERIFY WITH THE ENGINEER PRIOR TO ACCOMMODATING OR REMOVING 2 IN. DIAMETER OR LARGER ROOTS. ROOT REMOVAL MUST BE IN ACCORDANCE WITH ITEM 752.4.2. ROOTS MAY REMAIN IN THE BASE. FOR IMPROVEMENTS WITHIN 6 IN. OF A ROOT, THE CONCRETE THICKNESS MAY BE REDUCED BY 1 IN. AND THE BASE INCREASED BY 1 IN. TO MINIMIZE IMPACTS TO THE ROOTS. ADJUST BASE AND SURFACE PROFILE TO PROVIDE A 1 IN. BASE CUSHION AROUND THE ROOTS. THE SURFACE PROFILE MAY BE ADJUSTED TO THE EXTENT ALLOWED BY ADA. THIS WORK IS SUBSIDIARY.

PRELIMINARY

95% SUBMITTAL
FOR INTERIM REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

CP&Y
A STV COMPANY

ENGINEER ANDREA KLOCINSKI
P.E. No. 121625 DATE 4/20/2023

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY

CP&Y A STV COMPANY
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

DRIVEWAY DETAILS

Designed: AJK	FED. RD. DIV. NO.	STATE	PROJECT NO.			TOTAL SHEETS
Checked: AJK	X	TEXAS				
Drawn: AJK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
Checked: AJK		WILLIAMSON				180

SHEET 2 OF 3

DRIVEWAY TABLE

DRIVEWAY ID	STATION	ANGLE "O" (DEG)	ELEV "A"	ELEV "B"	ELEV "C"	ELEV "D"	RADIUS LT (FT)	RADIUS RT (FT)	WIDTH (FT)	LENGTH (FT)	DRIVEWAYS (CONC) (SY)	DRIVEWAYS (ASPHALT) (SY)	L1 (FT)	G1 (%)	CURVE 1 (FT)	L2 (FT)	G2 (%)	CURVE 2 (FT)	L3 (FT)	G3 (%)	CURVE 3 (FT)	L4 (FT)	G4 (%)	PIPE LENGTH (FT)	NO OF BARRELS	PIPE SIZE (IN)	S.E.T. SIDE SLOPE
DW 3-1	2426+72.00	90	1020.92	1022.92	1021.98	1022.00	20	20	18	30.16'	N/A	80	10.0'	-5.00	8'	20.0'	10.00	8'	13.0'	-7.20	6'	3.0'	0.67	32	1	36	6:1
DW 4-1	2436+61.95	90	1026.03	1028.28	1026.48	1026.54	20	20	12	50.5'	N/A	86	3.0'	-4.00	6'	19.5'	11.50	8'	25.0'	-7.20	6.00	3.0'	2.00	19	1	36	6:1
DW 5-1	2457+00.00	90	1045.48	1047.08	1045.67	1048.61	20	20	12	367'	N/A	69	4.0'	2.00	8'	16.0'	9.50	8'	140.0'	-1.00	8.00	189.0'	1.50	33	2	4FTX4FT	SW-0
DW 6-1	2462+86.14	95	1049.00	1050.02	1048.90	N/A	20	10	12	73.7'	N/A	138	18.0'	5.70	8'	53.0'	-2.10	6'	3.0'	-4.70	N/A	N/A	N/A	26	1	36	6:1
DW 7-1	2469+52.40	80	1054.00	1050.74	1050.65	N/A	15	10	12	52'	N/A	76	3.0'	2.60	6'	44.0'	-7.40	8'	5.0'	-1.80	8'	4.0'	0.88	20	1	24	6:1
DW 9-1	2486+60.77	80	1036.74	1038.68	1038.80	N/A	15	10	12	39.96'	N/A	54	7.5'	2.60	6'	24.2'	7.96	6'	6.0'	2.00	N/A	N/A	N/A	23	1	24	6:1
DW 11-1	2508+37.68	66	1038.56	1037.70	1037.69	N/A	25	25	38	39.5'	208	N/A	16.5'	5.50	8'	19.0'	-4.50	6'	4.0'	-0.30	N/A	N/A	N/A	48.6'	1	24	6:1
DW 14-1	2538+29.43	30	971.11	964.23	N/A	N/A	20	15	12	86.02'	N/A	176	35.6'	0.96	8'	50.0'	-13.75	N/A	N/A	N/A	N/A	N/A	N/A	47'	1	18	6:1
DW 16-1	2554+61.91	90	905.55	902.75	902.66	N/A	20	20	12	48'	N/A	83	4.0'	-2.20	8'	40.0'	-7.00	6'	4.0'	-2.15	8'	4.0'	-1.32	19'	1	18	6:1
DW 17-1	2564+62.04	105	896.70	892.68	892.72	N/A	10	20	12	65.65'	97	N/A	3.0'	-2.20	6'	60.0'	-6.70	6'	3.0'	1.30	6'	3.0'	-1.38	21'	1	24	6:1
DW 18-1	2578+45.08	90	900.97	903.20	903.22	N/A	20	20	24	35.98'	N/A	115	4.0'	-2.00	8'	29.0'	7.69	6'	3.0'	0.91	N/A	N/A	N/A	32'	1	24	6:1
DW 20-1	2595+13.58	90	896.96	899.46	899.52	N/A	30	30	12	44.4'	N/A	102	4.0'	-2.00	8'	37.4'	6.68	6'	3.0'	2.00	N/A	N/A	N/A	30'	1	36	6:1
DW 27-1	2671+47.98	94	895.43	895.53	N/A	N/A	20	20	12	59.39'	N/A	98	55.0'	-4.10	8'	4.5'	2.20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DW 28-1	2678+56.86	90	884.65	884.86	884.91	N/A	25	25	26	52'	N/A	180	8.0'	-3.00	8'	41.0'	0.50	6'	3.0'	1.80	N/A	N/A	N/A	34'	1	24	6:1
DW2-29	CL SH29 29+17.67																										

NOTE: SEE DRAINAGE DITCH TABLE FOR ADDITIONAL DRIVEWAY CULVERT INFORMATION

PRELIMINARY

95% SUBMITTAL
FOR INTERIM REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

CP&Y an STV Company

ENGINEER ANDREA KLOCINSKI
P.E. No. 121625 DATE 4/20/2023

NO.	REVISION	BY	DATE

Williamson County TEXAS

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

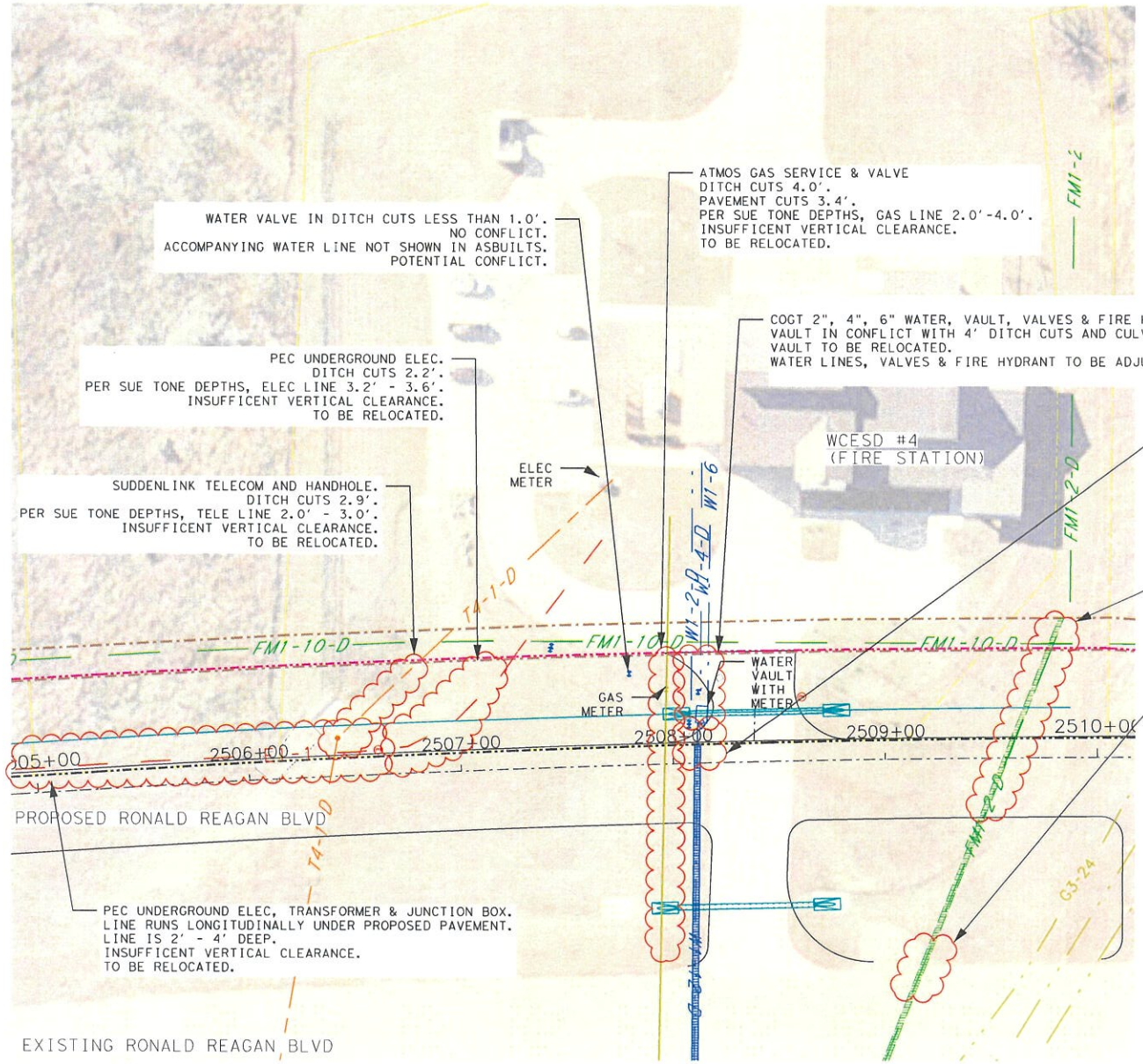
RONALD REAGAN BLVD.

DRIVEWAY DETAILS

Designed: ANK	CSJ NO.	STATE	PROJECT NO.			HIGHWAY NO.
Checked: ANK	X	TEXAS				
Drawn: ANK	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
Checked: ANK		WILLIAMSON				181

SHEET 3 OF 3

EXHIBIT "D"



0 50' 100'
SCALE: 1"=50'

LEGEND

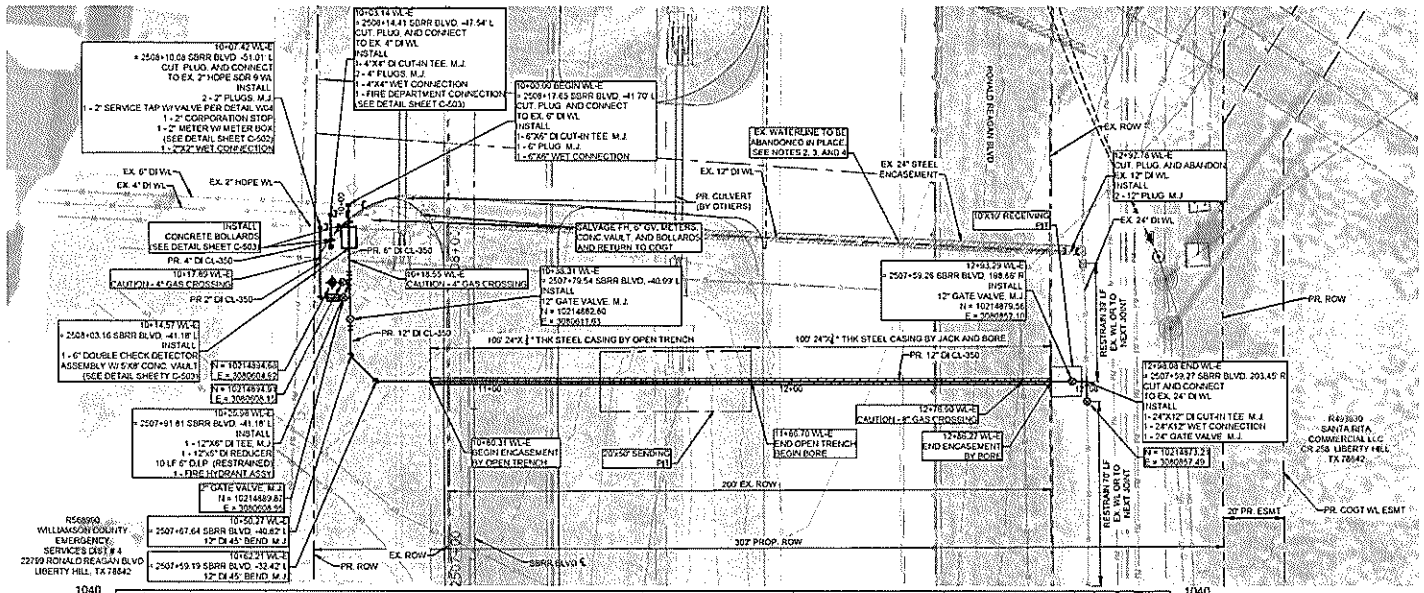
- PROPOSED ROW
- EXISTING ROW
- INTERIM ROADWAY
- EXISTING ROADWAY
- EASEMENTS
- PROPOSED DRAINAGE
- PROPERTY LINES
- ENCASEMENT

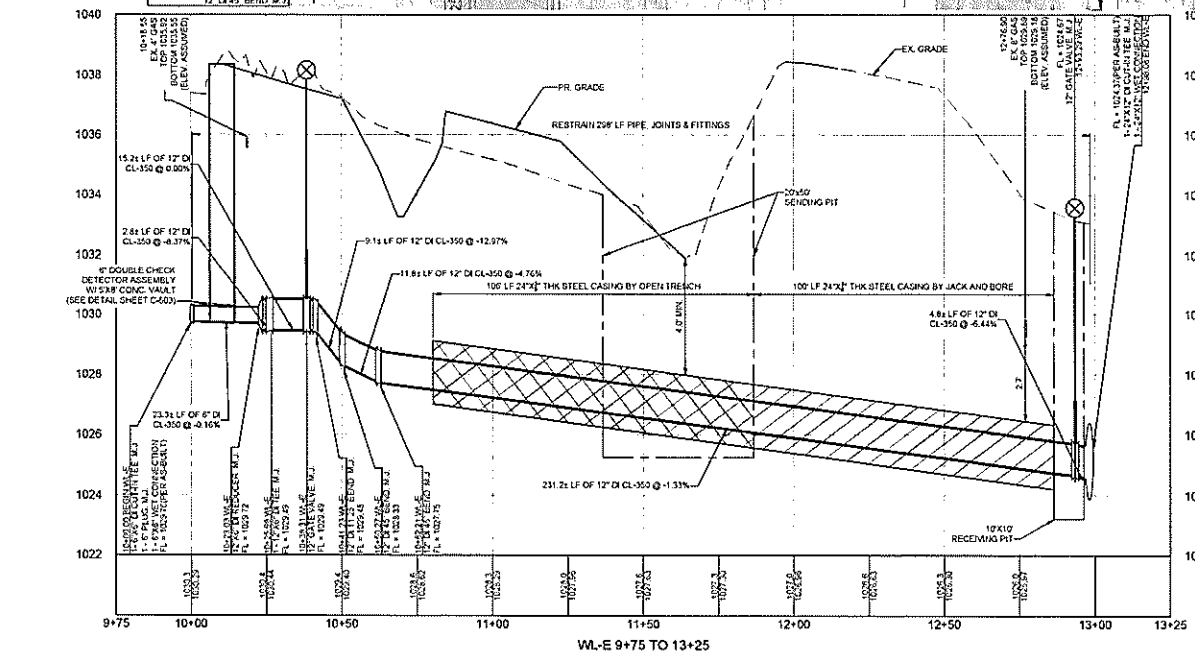
LVL B	LVL C/D	
		ELECTRIC:
E1-1	E1-1-D	PEC
		TELECOMMUNICATION:
T4-1	T4-1-D	SUDDENLINK
		GAS:
		ATMOS SERVICE
G1-8	G1-8-D	ATMOS 8"
G3-14	G3-14-D	ENTERPRISE 14"
G3-24	G3-24-D	ENTERPRISE 24"
		WATER:
		COGT SERVICE
W1-2	W1-2-D	COGT 2"
W1-4	W1-4-D	COGT 4"
W1-6	W1-6-D	COGT 6"
W1-12	W1-12-D	COGT 12"
		SANITARY SEWER:
FM1-2	FM1-2-D	MUD 19 2" FORCE MAIN
FM1-10	FM1-10-D	MUD 19 10" FORCE MAIN

CobbFendley
TBPELS Firm Registration No. F-274
505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

RONALD REAGAN
WIDENING
WILLIAMSON COUNTY
ESD 4 (FIRE STATION)
EXHIBIT

DESIGN BY:	BH	SCALE:	1"=50'
DRAWN BY:	BH		
CHECKED BY:	EK		
APPROVED BY:	SK		
PROJECT NO:	1903-099-09		
DATE:	5/8/2023	SHEET:	1 OF 1





WL-E 9+75 TO 13+25

LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. ESMT.
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
- ULTIMATE PAVEMENT
- EX. WATER
- PR. WATER
- EX. WASTEWATER
- EX. STORM DRAIN
- PR. STORM DRAIN
- EX. GAS LINE
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD CABLE
- EX. OVERHEAD UTILITIES
- EX. OVERHEAD TELECOM
- EX. U.G. TELECOM
- EX. U.G. ELECTRIC
- EX. FENCE
- EX. WATER T.B.A.
- LIMIT OF CONSTRUCTION
- SILT FENCE
- ROCK BERM
- EX. WATER VALVE
- PR. WATER VALVE
- EX. FIRE HYDRANT
- PR. FIRE HYDRANT
- EX. WATER METER
- PR. AIR RELEASE VALVE
- EXISTING TREE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. CONTRACTOR TO GIVE CITY OF GEORGETOWN A MINIMUM OF TWO WEEKS NOTICE FOR ALL WATERLINE SHUTDOWNS
3. EXISTING 10", 12", 18", 24", AND 30" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
4. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
5. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED, AND FILLED WITH FLOWABLE FILL. SUBSIDIARY TO COST OF PIPE, NO SEPARATE PAY. EXISTING WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.
6. THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION. TREE REMOVAL AND REQUIRED MITIGATION ARE NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PS&E.
7. REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY IS NOT INCLUDED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PS&E.
8. CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

EXISTING GRADE
XXX.X
FLOW LINE OF PIPE
XXX.XX

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
TEXAS FIRM F-1704
505 EAST HUTTO DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.837.7301 TEL 512.837.7777 FAX
WWW.COBBFENDLEY.COM

WATERLINE "E" - STA. 10+00 TO END PLAN & PROFILE

RONALD REAGAN BLVD WIDENING
GEORGETOWN, TEXAS

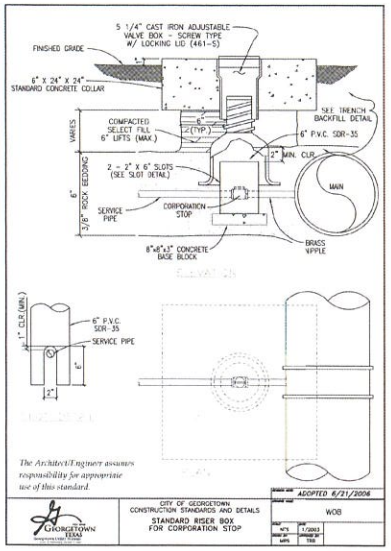
WILLIAMSON COUNTY

PROJ NO.	1903-09-09
DESIGN	A. TERRAZAS
DRAWN	A. TERRAZAS
CHECK	L. PERICE
APPR	K. VAN HOUSSIER
DATE	June 15, 2023

INTERIM REVIEW
Not intended for construction, bidding or permit purposes
Engineer LARISSA D. PERICE
P.E. Serial No. 132004
Date June 15, 2023

6/15/2023

SHEET
C-113



The Architect/Engineer assumes responsibility for appropriate use of this standard.

GEORGETOWN TEXAS

CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS

STANDARD RISER BOX FOR CORPORATION STOP

ADOPTED 6/21/2006

WOB

DATE	7/2003
DRAWN BY	MPS
CHECKED BY	TRB

FIRE HYDRANTS LACKING INTEGRAL STORZ CONNECTOR SHALL BE REJECTED (NO STORZ ADAPTERS ALLOWED)

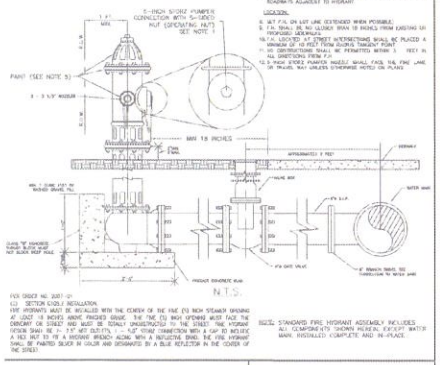
NOTES:

1. FIRE HYDRANT BRAND AND MODEL SHALL BE APPROVED BY THE LOCAL WATER AUTHORITY DISTRICT. THE PRIMARY (CLASSIFIED REQUIRED SOURCE) FACTORY INSTALLED HYDRANT 5-INCH STORZ PUMPER NOZZLE(S) 1.5-INCH FRONT OPERATING NUT (OPERATING NUT) SHALL BE PROVIDED AS SPECIFIED.
2. HYDRANTS SHALL BE GROUNDED TO MEET IN COLOR. HYDRANTS WILL NOT BE ACCEPTED IF PAINTED AFTER DELIVERY.
3. ALL BUSHING OR GAST IRON FITTINGS AND/OR PIPE SHALL BE POLYWRAPPED.
4. FIRE HYDRANTS SHALL BE EQUIPPED WITH A BREAKAWAY FLANGE. ALL FITTINGS SHALL BE EQUIPPED WITH JOINT RESTRAINT "MEGALUG" OR APPROVED EQUAL. ALL ANCHOR FITTING TO BE CONCRETE THRUST BLOCKED.
5. IF THE COMPLETION OF THE HYDRANT INSTALLATION IS NOT FOR THE SAME DAY, THE HYDRANT SHALL BE CAPPED. THE CAP ON THE HYDRANT BONNET SHALL BE PAINTED ACCORDING TO THE COLOR OF THE BELT. THE HYDRANT BONNET TO FLANGE AND NOZZLE CAPS SHALL BE PAINTED ACCORDING TO THE COLOR CODE SPECIFIED. WITH THE APPROPRIATE PLUM BASE AS NOTED ON THE TABLE ON THIS SHEET.
6. BLUE RE-FLECTORIAL REFLECTIVE PAVEMENT MARKER (ULTRATEK MET MODEL MODELITE) SHALL BE INSTALLED PER TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) STANDARD ROADWAY CONDITIONS (ATTACH & PAGE) FROM CENTER OF STREET TO THE NEAR HYDRANT IS CLEAR TO ...
7. REFLECTORS WARNING SHALL BE PLACED ON BOTH ROADWAYS ADJACENT TO HYDRANT.

LOCATION:

8. NOT F/A ON LOT LINE EXTENDED WHEN POSSIBLE.
9. F/A SHALL BE NO CLOSER THAN 10 FEET FROM EXISTING OR PROPOSED DRIVEWAYS.
10. F/A LOCATED AT STREET INTERSECTIONS SHALL BE PLACED A MINIMUM OF 10 FEET FROM CURVE TANGENT POINT.
11. NO OBSTRUCTIONS SHALL BE PERMITTED WITHIN 3 FEET IN ALL DIRECTIONS FROM F/A.
12. 5-INCH STORZ PUMPER NOZZLE SHALL FACE THE FIRE LANE OR PAVED WAY UNLESS OTHERWISE NOTED ON PLANS.

HARSH FLOW	FIRE HYDRANT BONNET COLOR
1,500 G.P.M. +	LIGHT BLUE
1001 - 1499 G.P.M.	GREEN
500 - 999 G.P.M.	ORANGE
BELOW 500 G.P.M.	RED



FIRE DEPARTMENT CONNECTION NOTES:

1. INSTALL A SIGN ABOVE THE FIRE DEPARTMENT CONNECTION STATING "FDC."
2. THE SIGN SHALL BE 7' ABOVE GRADE.
3. THE SIGN SHALL HAVE REFLECTIVE WHITE LETTERS UPON A REFLECTIVE RED BACKGROUND.
4. THE LETTERING SHALL BE MINIMUM 2 INCH STROKE AND MINIMUM 6 INCHES IN HEIGHT.
5. THE SIGN SHALL ALSO HAVE THE ADDRESS/BUILDING NUMBER OF THE STRUCTURE PROTECTED IF A REMOTE FDC IS USED.
6. THE ADDRESS LETTERING SHALL BE MINIMUM 2 INCH STROKE.

WILLIAMSON COUNTY EMERGENCY SERVICE DISTRICT NO. 4

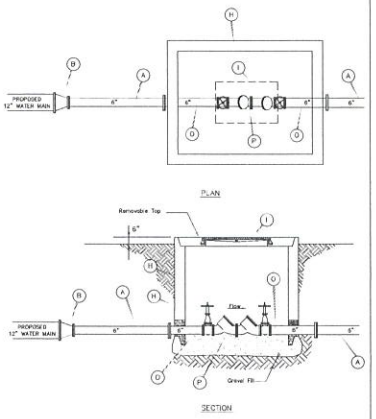
STANDARD FIRE HYDRANT ASSEMBLY

MATERIALS

A – 6" CSCO GR-10 Pipe
B – 12"x 6" Ductile Iron Reducer
H – Hill Country Concrete Products, Inc. Meter Vault- 6798- MV -1 (98"x67") or approved equal
I – 30"x 30" Opening Area drop Handle Self Locking Lid. Non Traffic Rating. Cold Galvanizing Coating
O – 6" Ductile Iron Pipe
P – 6" WATTS Series 709 Double Check Valve Assemblies, Flg. x Flg.

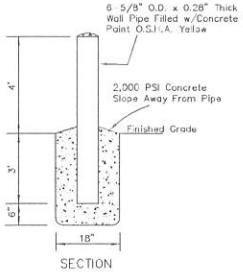
NOTES:

1. Box must be behind curb and/or walk and out of vehicular traffic area.
2. Pipe and fittings to be ductile iron.
3. No rising stem or wheel operated valves.
4. Rod restraint required at all mechanical or push on type joints.
5. Top of box must be 6" above ground.
6. Double Harness MJ w/ Tie Rod. All other fittings in vault to be flanged.
7. 90 degree ductile iron bend for northeast connection. Not shown for clarity.



6" FIRE SERVICE W/ DOUBLE CHECK VALVE

NTS

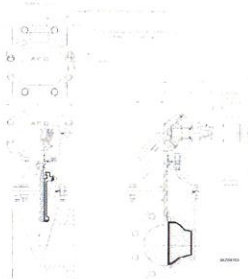


BOLLARD DETAIL

N.T.S.

AMERICAN Flow Control Submittal Information

4" - 12" SERIES 2500+ RESILIENT WEDGE GATE VALVE WITH ENCLOSED A277 MITERGEARING (13 RATIO), NRS



VALVE SIZE	DIMENSION A	END TO END FLANGE W/FLANGE	HANDWHEEL DIA
4"	16.75	9.00	10.00
6"	17.63	10.50	12.00
8"	21.50	11.50	14.00
10"	25.62	13.00	16.00
12"	27.00	14.00	16.00

Construction shown is typical of the 6-inch size with flanged end connections and is therefore only. Construction of other sizes and end connection types may slightly. See elevations on this submittal for specific details.

REF NO.	DESCRIPTION	MATERIAL
1	Hex Head Bolt, 5/8-11 x 1	304 Stainless Steel
2	Operating Nut 2" Square	Ductile Iron ASTM A536
3	O-ring	Rubber
5	Stuffing Box Gasket	Rubber O-ring
6	Hex Head Bolt 5/8-11 x 1-3/4	304 Stainless Steel
15	Foot Nut 5/8-11	304 Stainless Steel
17	Handwheel	Ductile Iron ASTM A536
19	Hex Head Bolt 5/8-11 x 2-1/4	304 Stainless Steel
20	Flat Washer 5/8	304 Stainless Steel
31	Motor Gear	Steel, SAE 1020
32	Flat Washer	Aluminum 2024-T4 ASTM B209M
33	Square Key 1/4	Stainless Steel
34	Motor Gear	Steel, SAE 1020
51	Gear Housing Assembly	Ductile Iron, ASTM A536 with a Selected Bronze Bushing ASTM B584, Grade 1, Type 2
52	Gear Housing Cover	Ductile Iron ASTM A536
53	Housing Gasket	Rubber
54	Gear Shaft	Ductile Iron, ASTM A536
55	O-ring	Rubber
56	Thrust Bushing	Selected Bronze, ASTM B584, Grade 1, Type 2
57	Thrust Washer	Selected Bronze, ASTM B584, Grade 1, Type 2
58	Headless Pipe Plug 1/2 NPT	Brass, UNS C27000

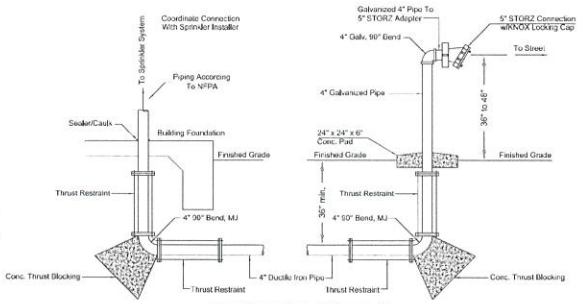
OPTIONAL MATERIALS ARE AS FOLLOWS

BOLTS and NUTS: 316 Stainless Steel

Open Direction: ☐ Left (C.C.W.) ☐ Right (C.W.)

NOTES:

1. Meets requirements of ANSI/AWWA C515 with 250 psig rated working pressure.
2. Fusion bonded epoxy coated in accordance with ANSI/AWWA C550.
3. Certified to NSF/ANSI/CAN 61 & 372.



Fire Department Connection

NTS

REV. NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
CIVIL ENGINEERS • LAND SURVEYORS
505 EAST HUTTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.837.7301 • FAX 512.837.7777
WWW.COBBFENDLEY.COM

STANDARD WATER DETAILS - SHEET 3

RONALD REAGAN BLVD WIDENING
GEORGETOWN, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO.	1903-009-09
DESIGN:	
DRAWN:	
CHECK:	L. PRINCE
APPR:	K. VAN HOOSIER
DATE:	June 15, 2023

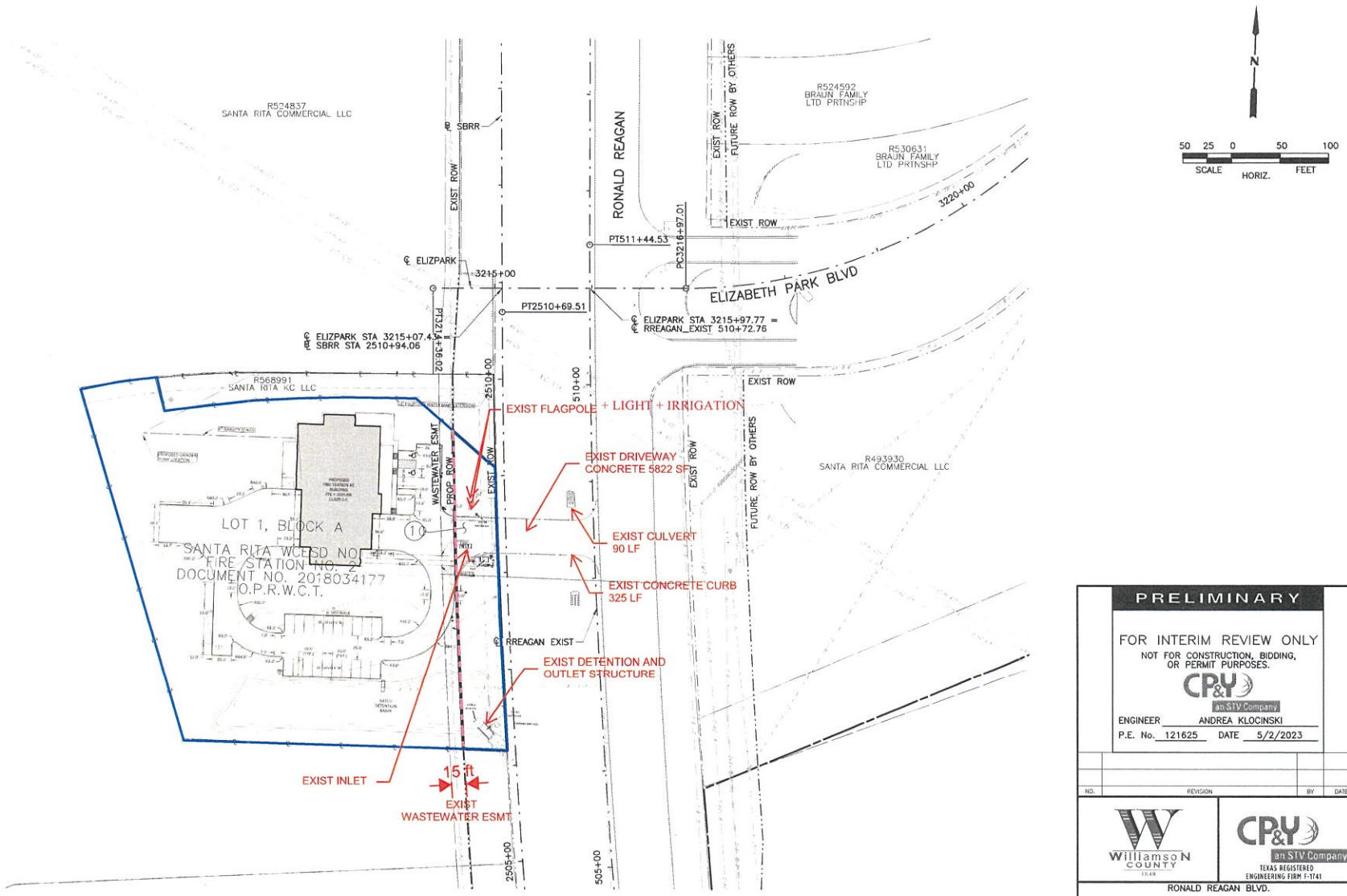
INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Engineer: LARISSA D. PRINCE
P.E. Serial No.: 100004
Date: June 15, 2023

6/15/2023

THESE DRAWING DOCUMENTS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES UNTIL ISSUED BY WILLIAMSON COUNTY

SHEET
C-504

EXHIBIT "E"



PRELIMINARY

FOR INTERIM REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

CP&Y an STV Company

ENGINEER ANDREA KLOCINSKI
P.E. No. 121625 DATE 5/2/2023

NO.	REVISION	BY	DATE

Williamson County

CP&Y an STV Company
TEXAS REGISTERED ENGINEERING FIRM F-1741

RONALD REAGAN BLVD.

ROADWAY PLAN & PROFILE
ELIZABETH PARK BLVD

Designed: —	FED. RD. DIV. NO.	STATE	PROJECT NO.			HIG-HWAY NO.
Checked: —	X	TEXAS				
Drawn: —	DIST.	COUNTY	CONTROL NO.	SECTION NO.	JOB NO.	SHEET NO.
Checked: —		WILLIAMSON				—

cpydw_ANSIB.tbl
cpydf_ANSIB.pltcfg
pw:\\stv-sw-pw.bentley.com:stv-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.60 Exhibits\1900559_WCESD4-ExhibitEXIST.dgn

5/2/2023 10:26:50 AM KlocinAN

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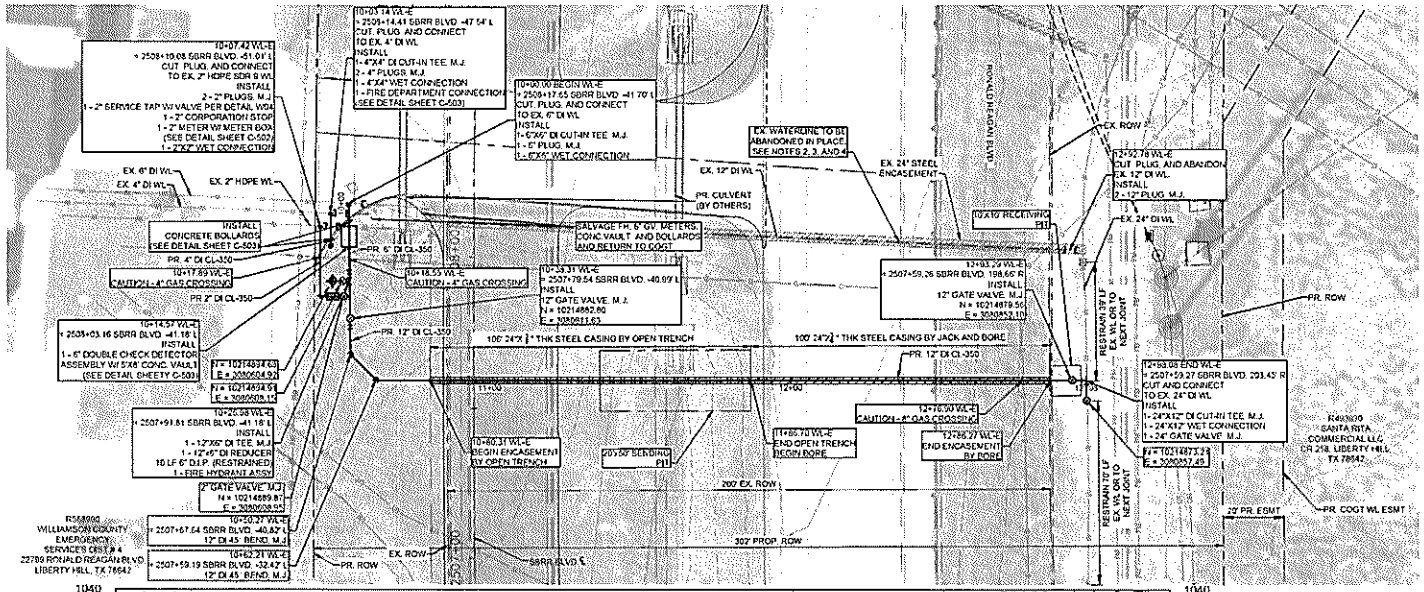
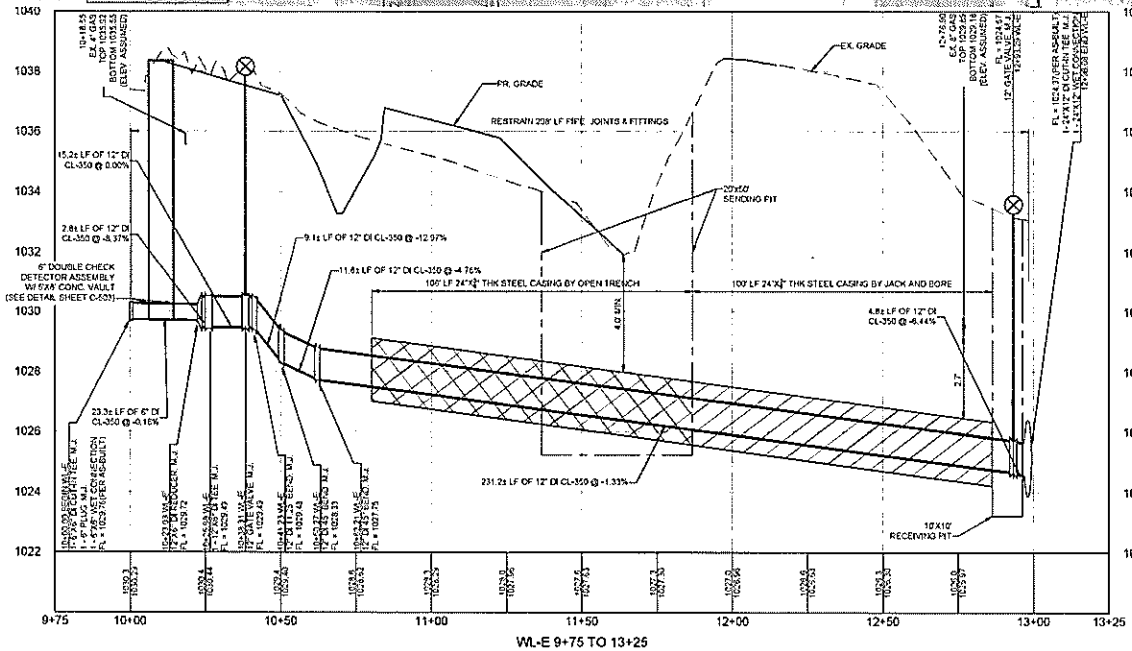


LEGEND

- EX. RIGHT-OF-WAY
- PR. RIGHT-OF-WAY
- TEMP. CONST. EGMT
- EX. EDGE OF PAVEMENT
- PR. EDGE OF PAVEMENT
- ULTIMATE PAVEMENT
- EX. WATER
- PR. WATER
- EX. WASTEWATER
- EX. STORM DRAIN
- PR. STORM DRAIN
- EX. GAS LINE
- EX. OVERHEAD ELECTRIC
- EX. OVERHEAD CABLE
- EX. OVERHEAD UTILITIES
- EX. OVERHEAD TELECOM
- EX. U.G. TELECOM
- EX. U.G. ELECTRIC
- EX. FENCE
- EX. WATER T.B.A.
- LIMIT OF CONSTRUCTION
- SILT FENCE
- ROCK BERM
- EX. WATER VALVE
- PR. WATER VALVE
- EX. FIRE HYDRANT
- PR. FIRE HYDRANT
- EX. WATER METER
- PR. AIR RELEASE VALVE
- EXISTING TREE

GENERAL NOTES:

1. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. WHEN THE CONTRACTOR IS USING TRENCHLESS INSTALLATION METHODS, THE CONTRACTOR SHALL LOCATE ALL UTILITIES FOR THE ENTIRE LENGTH OF THE INSTALLATION PRIOR TO ANY ACTIVITIES.
2. CONTRACTOR TO GIVE CITY OF GEORGETOWN A MINIMUM OF TWO WEEKS NOTICE FOR ALL WATERLINE SHUTDOWNS.
3. EXISTING 10", 12", 16", 24", AND 30" WATER MAINS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL THE NEW MAINS ARE CONSTRUCTED, TESTED, APPROVED AND SERVICE LINES RECONNECTED AND THE NEW MAIN IS PLACED IN SERVICE.
4. EXISTING WATER SERVICE LINES AND METERS ARE TO BE PROTECTED AND REMAIN IN SERVICE UNTIL NEW SERVICE LINES ARE CONSTRUCTED, TESTED, APPROVED AND RECONNECTED AND IN SERVICE.
5. EXISTING WATER MAINS THAT ARE TO BE ABANDONED IN PLACE AND ARE UNDER THE PROPOSED ROADWAY ARE TO BE CUT, CAPPED, AND FILLED WITH FLOWABLE FILL. SUBSIDIARY TO COST OF PIPE, NO SEPARATE PAY. EXISTING WATER LINES THAT ARE TO BE ABANDONED IN PLACE AND ARE NOT UNDER THE PROPOSED ROADWAY WILL BE CAPPED.
6. THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE DRIP ROOT ZONES DURING CONSTRUCTION. TREE REMOVAL AND REQUIRED MITIGATION ARE NOT COVERED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PS&E.
7. REMOVAL AND REPLACEMENT OF FENCES AND GATES ON PROPERTY IS NOT INCLUDED IN THE UTILITY BID ITEMS AND ARE INCLUDED IN THE ROADWAY PS&E.
8. CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.



EXISTING GRADE — XXX.X
FLOW LINE OF PIPE — XXX.XX

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

REV. NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
TBPE NO. F-674 / TBPLS NO. 10064700
555 EAST MONTLAKE DRIVE, SUITE 100
LEANDER, TEXAS 78641
512.844.9789 / FAX 512.331.2577
WWW.COBBFENDLEY.COM

WATERLINE "E" - STA. 10+00 TO END PLAN & PROFILE

RONALD REAGAN BLVD WIDENING GEORGETOWN, TEXAS

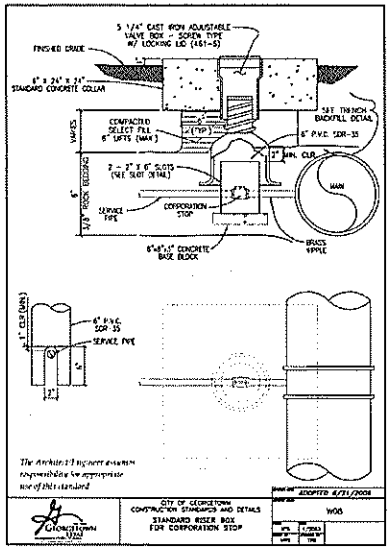
WILLIAMSON COUNTY TEXAS

PROJ. NO. 1953-099-00
DESIGN A. TERRAZAS
DRAWN A. TERRAZAS
CHECK L. PRINCE
APPR. K. VANHOOSER
DATE June 15, 2023

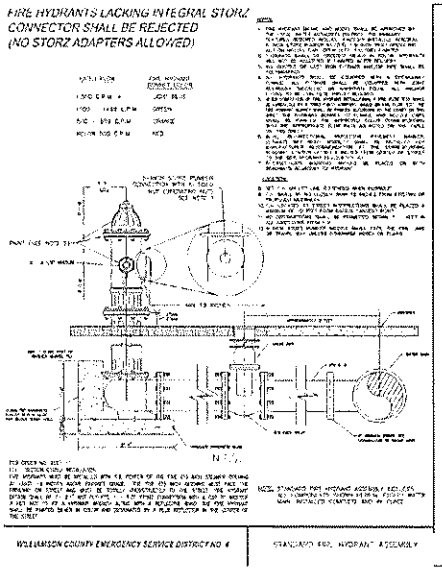
INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Engineer LARISSA G. PRINCE
P.E. Serial No. 110004
Date June 15, 2023

4/15/2023

SHEET
C-113



FIRE HYDRANTS LACKING INTEGRAL STORZ CONNECTOR SHALL BE REJECTED (NO STORZ ADAPTERS ALLOWED)



WILLIAMSON COUNTY EMERGENCY SERVICE DISTRICT NO. 4

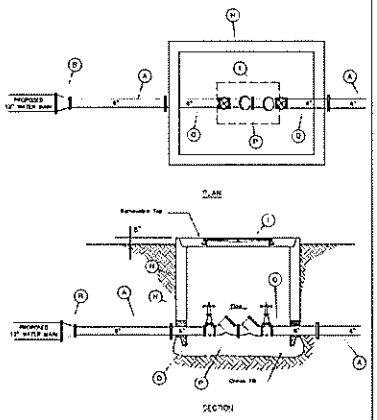
STANDARD FIRE HYDRANT ASSEMBLY

MATERIALS

A - 6" C900 DR-18 Pipe
B - 12"x 6" Ductile Iron Reducer
H - Hill Country Concrete Products, Inc. Meter Vault 6728 MV 1 (28"x67") or approved equal
I - 33"x 30" Opening Area and Handle Self Locking Lid, Non Traffic Rating. Coll Galvanizing Coating
O - 6" Ductile Iron Pipe
P - 6" WATTS Series 709 Double Check Valve Assemblies, Flg. x Flg.

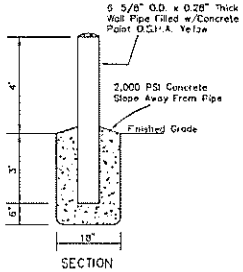
NOTES:

1. Box must be behind curb and/or walk and out of vehicular traffic area.
2. Pipe and fittings to be ductile iron.
3. No rising stem or wheel operated valves
4. Rod restraint required on all mechanical or push on type joints.
5. Top of box must be 6" above ground.
6. Double Harness MJ w/ Tie Rod. All other fittings in vault to be flanged.
7. 90 degree ductile iron bend for horizontal connection. Not shown for clarity.



6" FIRE SERVICE W/ DOUBLE CHECK VALVE

NTS

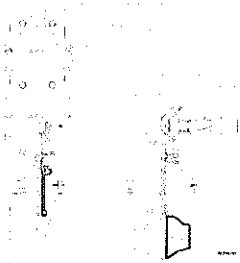


BOLLARD DETAIL

NTS

AMERICAN Flow Control Submittal Information

4" - 12" SERIES 2500 I RESILIENT WEDGE GATE VALVE WITH ENCLOSED A277 MITERGEARING (11 RATIO), NRS



VALVE SIZE	A	DIMENSION	
		INCHES	MM
4"	10.25	260	260
6"	12.75	324	324
8"	15.75	400	400
10"	19.12	485	485
12"	21.88	556	556

REF NO.	DESCRIPTION	MATERIAL
1	Hydrant Body (Barrel)	316 Stainless Steel
2	Operating Nut / Bonnet	Ductile Iron ASTM A536
3	O-ring	Nitrile
4	Retaining Ring Assbly	Stainless Steel
5	Rod Bushing (Upper) / Bushing (Lower)	316 Stainless Steel
6	O-ring	Nitrile
7	Rod Bushing	316 Stainless Steel
8	Rod Bushing	316 Stainless Steel
9	Stem	Ductile Iron ASTM A536
10	Stem Nut	Bronze ASTM B584 UNS C86500
11	Hydrant Key Lid	Stainless Steel
12	Stem Nut	Bronze ASTM B584
13	Gear Housing Assembly	Cast Iron ASTM A126 Class B (Gray Iron) or Ductile Iron Grade 2 Type 2
14	Gear Housing Cover	Ductile Iron ASTM A536
15	Housing Cover	Rubber
16	Gear Shaft	Carbon Steel ASTM A576
17	O-ring	Nitrile
18	Thrust Washer	Reinforced Delrin ASTM D4181 Grade 1 Type 1
19	Thrust Washer	Reinforced Delrin ASTM D4181 Grade 1 Type 1
20	Flexible Pipe Plug (2 Req'd)	Brass CAN / CSA

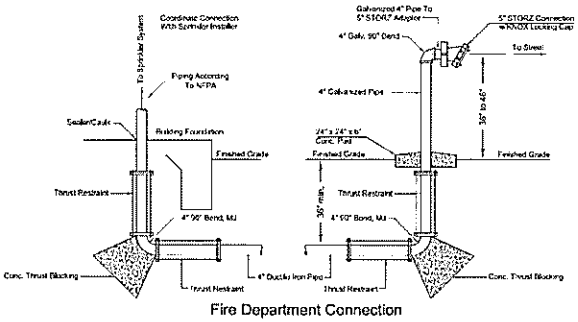
OPTIONAL MATERIALS ARE AS FOLLOWS

Stem Bushing: 316 Stainless Steel

Open Direction: ☐ Left (CCW) ☐ Right (CW)

NOTES:

1. Meets requirements of AWWA/ANSI C 503 and CSA pipe stand-alone fire hydrants.
2. Epoxy coating system is in accordance with AWWA/ANSI - NSF 61 certified NSF-approved epoxy.



Fire Department Connection

NTS

FIRE DEPARTMENT CONNECTION NOTES:

1. INSTALL A SIGN ABOVE THE FIRE DEPARTMENT CONNECTION STATING "FDC."
2. THE SIGN SHALL BE 7' ABOVE GRADE.
3. THE SIGN SHALL HAVE REFLECTIVE WHITE LETTERS UPON A REFLECTIVE RED BACKGROUND.
4. THE LETTERING SHALL BE MINIMUM 2 INCH STROKE AND MINIMUM 6 INCHES IN HEIGHT.
5. THE SIGN SHALL ALSO HAVE THE ADDRESS/BUILDING NUMBER OF THE STRUCTURE PROTECTED IF A REMOTE FDC IS USED.
6. THE ADDRESS LETTERING SHALL BE MINIMUM 2 INCH STROKE.

REV NO.	REVISION DESCRIPTION	APPROVED BY	DATE

CobbFendley
CIVIL ENGINEERS AND SURVEYORS
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512.837.7301 FAX: 512.837.7777
WWW.COBBFENDLEY.COM

STANDARD WATER DETAILS - SHEET 3

RONALD REAGAN BLVD WIDENING
GEORGETOWN, TEXAS

WILLIAMSON COUNTY 1848

PROJ NO. 1903-009-09
DESIGN
DRAWN
CHECK L. PRINCE
APPR K. VAN HOOSER
DATE June 15, 2023

INTERIM REVIEW
Not intended for construction, bidding or permit purposes.
Engineer: LARISSA D. PRINCE
P.E. Serial No. 133974
Date: June 15, 2023

6/15/2023

SHEET
C-504

Commissioners Court - Regular Session **58.**

Meeting Date: 10/03/2023

Hero Way Possession and 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 a possession and use agreement with Charles and Terry Hoskins for 0.809 acres needed as right of way and 0.789 acres for an electric easement on the Hero Way project (Parcel 329). Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 11:48 AM
Form Started By: Charlie Crossfield		Started On: 09/27/2023 04:51 PM
Final Approval Date: 09/28/2023		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 329
COUNTY OF WILLIAMSON	§	Project: Hero Way/RM 2243

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **CHARLES TODD HOSKINS AND TERRY HOSKINS** (the "Grantor" whether one or more), grants to the County, their 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 the Hero Way/RM 2243 roadway project and related appurtenances, drainage facility/grading and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat maps, or other descriptions attached hereto as Exhibits "A" and "B" and are 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 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, the County will tender to the Grantor payment in the amount of **THREE HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-NINE and no/100 DOLLARS ($377,289.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment 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 acquisition of the Property is less than the amount of the Entry Deposit, then the

Grantor agrees that the difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment 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 by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases 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 as of the Effective Date.

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 the date the Effective Date.

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, except as such removal or construction of improvements may impact or damage the Remainder. 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. In the event 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 of time prior to the date of the award. Payment of any interest may be deferred by the County until the 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 100% of the Entry Deposit. 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 undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.

10. 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.

11. There shall be no drinking liquor, hunting, or fishing on the Property or any of Grantor's lands by the County, its officers, agents, employees, contractors, invitees, guests, or representatives at any time. No firearms or fishing equipment shall be taken on the property by the County, its officers, agents, employees, contractors, invitees, guests or representatives at any time. The County, its contractors, and any and all persons entering the Property under this Agreement shall not perform disorderly conduct and a portable sanitary facility shall be made available for the County's contractors and any and all persons entering the Property under this agreement.

12. The County shall have the right to remove any fence that now crosses the Property. Prior to cutting any fence, however, the County shall give timely notice to the Grantor to brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. If applicable, the County shall take reasonable steps to ensure that cattle, horses and/or other livestock cannot stray from the fenced pastures, including but not limited to informing Grantor of any fence removal and allowing for reasonable time to relocate said livestock. The County and its designated contractors,

employees, and invitees agree to keep any and all gates and fences closed and locked at all times except when passing through same.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

14. It is agreed the County will record this document.

15. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within sixty (60) days of the date that the Special Commissioners' Award is entered.

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 for its current uses, 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.

[signature pages follow]

GRANTOR:

Charles Todd Hoskins

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 21 day of Sept, 2023, by Charles Todd Hoskins, in the capacity and for the purposes and consideration recited herein.

BRANDY GONZALES
My Notary ID # 131795119
Expires November 14, 2026

Notary Public, State of Texas

GRANTOR:

Terry Hoskins

Terry Hoskins

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 21 day of Sept, 2023, by Terry Hoskins, in the capacity and for the purposes and consideration recited herein.

BRANDY GONZALES
My Notary ID # 131795119
Expires November 14, 2026

Notary Public, State of Texas

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 the ___ day of _____, 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

EXHIBIT A

County: Williamson
Parcel: 329
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 329

METES & BOUNDS DESCRIPTION FOR A 0.809 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION 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; SAID 0.809 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" 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 southeast corner of the above described 6.481 acre Hoskins Tract, and at the most southerly southwest corner of the remainder of a called 13.371 acre tract of land as conveyed to Charles Hoskins and Patricia Hoskins by Warranty Deed with Vendor's Lien recorded in Document Number 2002036263 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way, at the southeast corner of said 13.371 acre Hoskins Tract, bears N 68°46'24" E a distance of 29.93 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said 6.481 acre Hoskins Tract, S 68°52'47" W a distance of 426.65 feet to a 5/8-inch iron rod found at the southwest corner of said 6.481 acre Hoskins Tract, and at the southeast corner 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, for the southwest corner 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 an angle point in the south line of said 27.992 acre Harmony Tract, bears S 68°34'25" W a distance of 521.05 feet;

THENCE, with the west line of said 6.481 acre Hoskins Tract and the east line of said 27.992 acre Harmony Public Schools Tract, N 21°16'05" W a distance of 112.04 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,974.13, E: 3,085,787.29) set for the northwest 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 for the northwest corner of said 6.481 acre Hoskins tract bears N 21°16'05" W a distance of 552.92 feet;

THENCE, over and across said 6.481 acre Hoskins Tract, N 75°22'23" E a distance of 132.58 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 148+00.19;

THENCE, continuing over and across said 6.481 acre Hoskins Tract, S 14°37'37" E a distance of 8.22 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, 199.00 feet left of FM 2243 baseline station 148+00.19;

THENCE, continuing over and across said 6.481 acre Hoskins Tract, N 75°22'23" E a distance of 44.24 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for a point of curvature of a curve to the left, 199.00 feet left of FM 2243 baseline station 148+44.43;

THENCE, continuing over and across said 6.481 acre Hoskins Tract, along said curve to the left, an arc distance of 252.94 feet, having a radius of 11,053.00 feet, a central angle of 01°18'40" and a chord which bears N 74°43'03" E, a distance of 252.94 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said 6.481 acre Hoskins Tract and the west line of the remainder of said 13.371 acre Hoskins Tract, for the northeast corner of the herein described tract, 201.89 feet left of FM 2243 baseline station 150+97.36, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the northeast corner of said 6.481 acre Hoskins Tract and at an interior corner of the remainder of said 13.371 acre Hoskins Tract, bears N 21°39'55" W a distance of 607.86 feet;

THENCE, with the east line of said 6.481 acre Hoskins Tract and the west line of the remainder of said 13.371 acre Hoskins Tract, S 21°39'55" E a distance of 58.16 feet to the **POINT OF BEGINNING** and containing 0.809 acre (35,231 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.

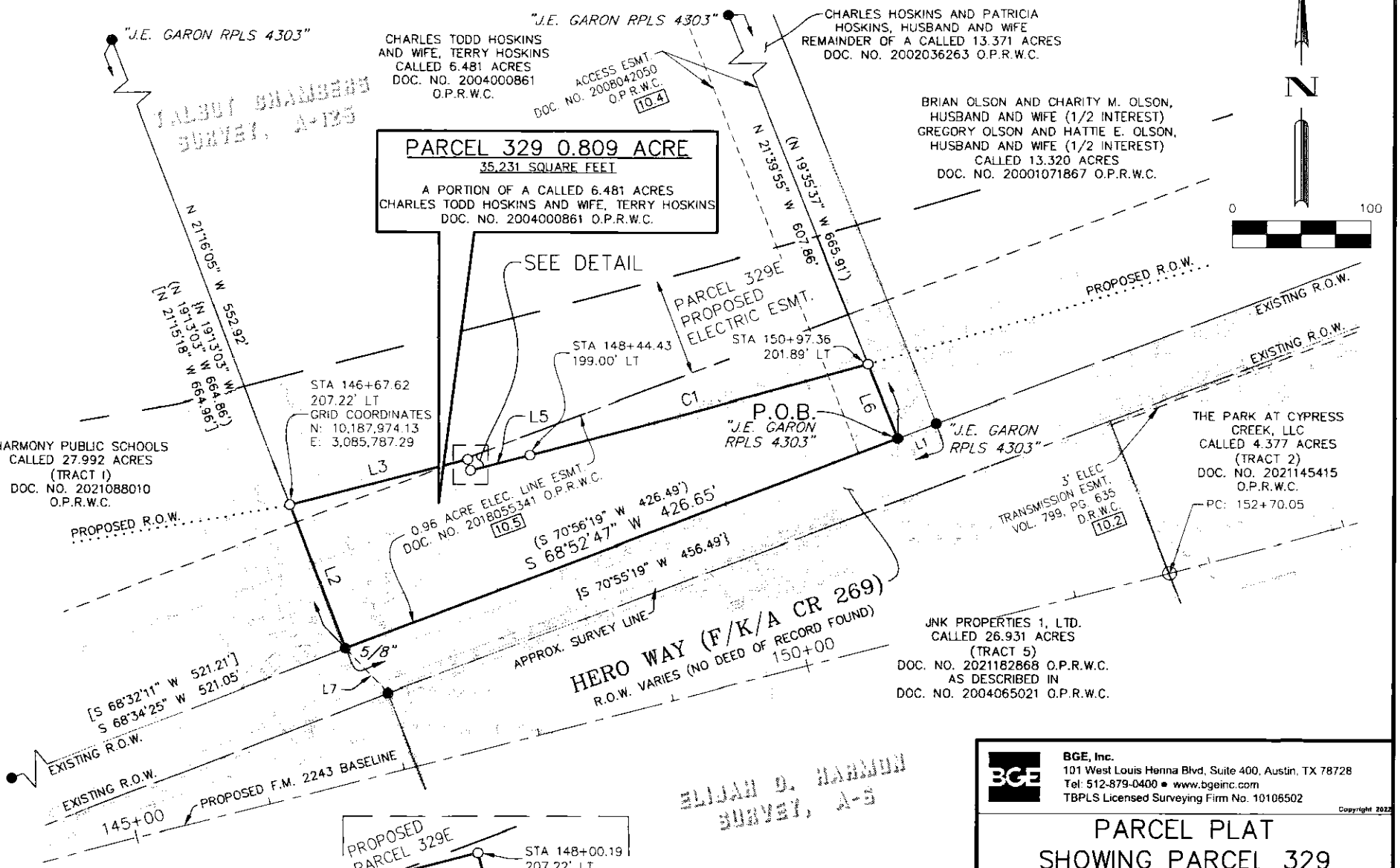
STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

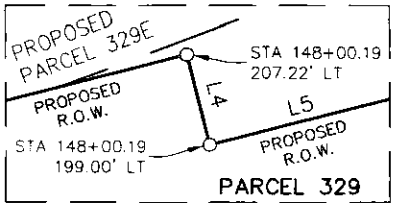
08/05/2022
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	August 5, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





DETAIL – N.T.S.

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

PARCEL PLAT SHOWING PARCEL 329 0.809 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	3 of 5

LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
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
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004000861 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2021088010 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2002036263 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
	WIRE FENCE
	METAL FENCE
	OVERHEAD TELEPHONE
	OVERHEAD POWER
	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 68°46'24" E	29.93'
L2	N 21°16'05" W	112.04'
L3	N 75°22'23" E	132.58'
L4	S 14°37'37" E	8.22'
L5	S 75°22'23" W	44.24'
L6	S 21°39'55" E	58.16'
L7	S 43°32'37" E	44.78'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	252.94'	11,053.00'	1°18'40"	N 74°43'03" E	252.94'

BGE, Inc.
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PARCEL PLAT
SHOWING PARCEL 329
0.809 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	4 of 5

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164932, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 635, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 AN ACCESS EASEMENT AS DESCRIBED IN DOCUMENT NO. 2008042050, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018055341, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083087, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-051-00 OF RECORD IN DOCUMENT NO. 2017011292, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

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

08/05/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

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

PARCEL PLAT
SHOWING PARCEL 329
0.809 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	5 of 5

EXHIBIT B

County: Williamson
Parcel: 329E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 329E

METES & BOUNDS DESCRIPTION FOR A 0.789 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION 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; SAID 0.789 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" 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 southeast corner of the above described 6.481 acre Hoskins Tract, and at the most southerly southwest corner of the remainder of a called 13.371 acre tract of land as conveyed to Charles Hoskins and Patricia Hoskins by Warranty Deed with Vendor's Lien recorded in Document Number 2002036263 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way, at the southeast corner of said 13.371 acre Hoskins Tract, bears N 68°46'24" E a distance of 29.93 feet; Thence, with the east line of said 6.481 acre Hoskins Tract and the west line of the remainder of said 13.371 acre Hoskins Tract, N 21°39'55" W a distance of 97.45 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,188,113.99, E: 3,086,189.89) at the northeast corner of a called 0.96 acre electric line easement recorded in Document Number 2018055341 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 240.89 feet left of FM 2243 baseline station 150+92.54, from which a 5/8-inch iron rod with cap stamped "SAM LLC" bears N 68°20'05" E a distance of 0.17 feet;

THENCE, with the north line of said electric line easement and over and across said 6.481 acre Hoskins Tract, S 69°02'55" W, a distance of 305.66 feet to a 1/2-inch iron rod with a cap stamped "BGE Inc" set for an angle point, 207.22 feet left of FM 2243 baseline station 147+88.74;

THENCE, continuing over and across said 6.481 acre Hoskins Tract, S 75°22'23" W a distance of 121.13 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the west line of said 6.481 acre Hoskins Tract and the east line 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, for the southwest 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 southwest corner of said 6.481 acre Hoskins Tract, and at the southeast corner of said Harmony Public Schools Tract, bears S 21°16'05" E a distance of 112.04 feet;

THENCE, with the west line of said 6.481 acre Hoskins Tract and the east line of said Harmony Public Schools Tract, N 21°16'05" W a distance of 92.40 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the northwest corner of the herein described tract, 299.00 feet left of FM 2243 baseline station 146+56.93, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found for the northwest corner of said 6.481 acre Hoskins Tract, bears N 21°16'05" W a distance of 460.52 feet;

THENCE, over and across said 6.481 acre Hoskins Tract, N 75°22'23" E a distance of 187.51 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of curvature of a curve to the left, 299.00 feet left of FM 2243 baseline station 148+44.43;

THENCE, continuing over and across said 6.481 acre Hoskins Tract, along said curve to the left, an arc distance of 240.63 feet, having a radius of 10,953.00 feet, a central angle of 01°15'31" and a chord which bears N 74°44'37" E a distance of 240.62 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east line of said 6.481 acre Hoskins Tract and the west line of the remainder of said 13.371 acre Hoskins Tract, for the northeast corner of the herein described tract, 301.64 feet left of FM 2243 baseline station 150+85.04, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the northeast corner of said 6.481 acre Hoskins Tract and at an interior corner of the remainder of said 13.371 acre Hoskins Tract, bears N 21°39'55" W a distance of 507.35 feet;

THENCE, with the east line of said 6.481 acre Hoskins Tract and the west line of the remainder of said 13.371 acre Hoskins Tract, S 21°39'55" E a distance of 61.22 feet to the **POINT OF BEGINNING** and containing 0.789 acre (34,381 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.

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

08/05/2022
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	August 5, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

"J.E. GARON RPLS 4303"

CHARLES TODD HOSKINS AND WIFE, TERRY HOSKINS
CALLED 6.481 ACRES
DOC. NO. 2004000861
O.P.R.W.C.

ACCESS ESMT.
DOC. NO. 2008042050
O.P.R.W.C.
10.4

CHARLES HOSKINS AND PATRICIA HOSKINS, HUSBAND AND WIFE
REMAINDER OF A CALLED 13.371 ACRES
DOC. NO. 2002036263 O.P.R.W.C.

TALBOT HOLMBERG SURVEY, A-125

BRIAN OLSON AND CHARITY M. OLSON, HUSBAND AND WIFE (1/2 INTEREST)
GREGORY OLSON AND HATTIE E. OLSON, HUSBAND AND WIFE (1/2 INTEREST)
CALLED 13.320 ACRES
DOC. NO. 20001071867 O.P.R.W.C.

N

0 100

EASEMENT PARCEL 329E
0.789 ACRE
34,381 SQUARE FEET

A PORTION OF A CALLED 6.481 ACRES
CHARLES TODD HOSKINS AND WIFE, TERRY HOSKINS
DOC. NO. 2004000861 O.P.R.W.C.

HARMONY PUBLIC SCHOOLS
CALLED 27.992 ACRES
(TRACT 1)
DOC. NO. 2021088010
O.P.R.W.C.

N 21°16'05" W 460.52'
[N 21°15'18" W 664.96']
(N 19°13'03" W 664.86')

STA 148+44.43
299.00' LT

STA 146+56.93
299.00' LT

N 75°22'23" E 187.51'

C1

STA 150+85.04
301.64' LT

N 21°39'55" W 507.35'
(N 19°35'37" W 665.91')

L5

SEE DETAIL

P.O.B.
STA 150+92.54
240.89' LT
GRID COORDINATES
N: 10,188,113.99
E: 3,086,189.89

PROPOSED R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

"J.E. GARON RPLS 4303"

<S 69°02'31" W>
S 69°02'55" W 305.66'

STA 147+88.74
207.22' LT

L2

L4

STA 146+67.62
207.22' LT

L3

P.O.R.
"J.E. GARON RPLS 4303"

L1

APPROX. SURVEY LINE

THE PARK AT CYPRESS CREEK, LLC
CALLED 4.377 ACRES
(TRACT 2)
DOC. NO. 2021145415
O.P.R.W.C.

PC: 152+70.05

3' ELEC. TRANSMISSION ESMT.
VOL. 799, PG. 635
D.R.W.C.
10.2

0.96 ACRE ELEC. LINE ESMT.
DOC. NO. 2018055341 O.P.R.W.C.
10.5

PARCEL 329
PROPOSED
FM 2243 R.O.W.

HERO WAY (F/K/A CR 269)
R.O.W. VARIES (NO DEED OF RECORD FOUND)

S 21°16'05" E 112.04'

5/8"

150+00

JNK PROPERTIES 1, LTD.
CALLED 26.931 ACRES
(TRACT 5)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004065021 O.P.R.W.C.

PROPOSED R.O.W.

EXISTING R.O.W.

EXISTING R.O.W.

PROPOSED F.M. 2243 BASELINE

145+00

ELIJAH D. HARMON SURVEY, A-5

HEROWAY CROSSING LLC
CALLED 27.868 ACRES
DOC. NO. 2020158793 O.P.R.W.C.

DETAIL – N.T.S.

PARCEL 329E
"SAM LLC"
L6

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

PARCEL PLAT SHOWING
EASEMENT PARCEL 329E
0.789 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	3 of 5

LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2004000861 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2021088010 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2002036263 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2018055341 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT
	WIRE FENCE
	METAL FENCE
	OVERHEAD TELEPHONE
	OVERHEAD POWER
	EDGE OF ASPHALT

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 68°46'24" E	29.93'
L2	S 21°39'55" E	97.45'
L3	S 75°22'23" W	121.13'
L4	N 21°16'05" W	92.40'
L5	S 21°39'55" E	61.22'
L6	N 68°20'05" E	0.17'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
{L1}	{N 70°55'19" E}	
<L2>	<S 21°39'13" E>	<97.43'>

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	240.63'	10,953.00'	1°15'31"	N 74°44'37" E	240.62'

BGE, Inc.
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PARCEL PLAT SHOWING
EASEMENT PARCEL 329E
0.789 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	4 of 5

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-164932, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 635, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.4 AN ACCESS EASEMENT AS DESCRIBED IN DOCUMENT NO. 2008042050, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018055341, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083087, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-051-00 OF RECORD IN DOCUMENT NO. 2017011292, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

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

08/05/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

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

PARCEL PLAT SHOWING EASEMENT PARCEL 329E 0.789 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/05/2022	5 of 5

Commissioners Court - Regular Session **59.**

Meeting Date: 10/03/2023

CR 332 Rule 11 Condemnation 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 Rosa and Pedro Aguado for ROW, waterline and aerial electric easements needed on the CR 332 project. (Parcels 4 & 5). Funding Source: Road Bonds P366

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rule 11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 11:49 AM
Form Started By: Charlie Crossfield		Started On: 09/27/2023 04:56 PM
Final Approval Date: 09/28/2023		

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

September 14, 2023

RULE 11 CONDEMNATION SETTLEMENT AGREEMENT

Via e-mail david@davidtoddlaw.com
ROSA AND PEDRO AGUADO
c/o David Todd
Todd Law Firm

Re: Williamson County – County Road 332, Parcels 4 & 5
Cause No. 22-0763-CC2
Williamson County, Texas v. Rosa Aguado and Pedro Aguado

Dear Mr. Todd:

In follow up to our recent correspondence, this letter is a Rule 11 Settlement Agreement between WILLIAMSON COUNTY, TEXAS ("County") and ROSA AGUADO AND PEDRO AGUADO ("Owner") in connection with the project identified herein and the permanent easement to be acquired as part of County's County Road 332 road expansion and utility facilities project (the "Project"). The terms of this Agreement and the settlement reached are as follows:

1. Subject to final approval by the Commissioner's Court, the County agrees to pay, and Owner agrees to accept, the total sum of ONE HUNDRED NINE THOUSAND SEVENTY and 00/100 Dollars **($109,070)** in total compensation to the Owner in the above-referenced lawsuit for the acquisition of the right-of-way, waterline easement, and electric aerial easement interests referenced in County's petition on file in the above-referenced cause number, and any damages to the remaining property of Owner not acquired (the "Property"), with such location and acquisition as further described in County's current pleading on file in this case.

2. The parties agree to enter the agreed amount of ONE HUNDRED NINE THOUSAND SEVENTY and 00/100 Dollars **($109,070)** (the "Agreed Award") at the Special Commissioners Hearing designated to take place at 10:00 am on October 31st, 2023, at 100 Wilco Way, Suite 225, Georgetown, Texas, in the above-referenced lawsuit. It is further agreed that neither Owner nor County will file objections to the Agreed Award of Special Commissioners. Following the deposit of the Agreed Award into the Registry of the Court, the parties agree to enter a Judgment in the Absence of Objections to dismiss the above-referenced lawsuit. Thereafter, each party agrees to pay their own fees and costs.

If this letter correctly sets forth the terms of our agreement and the settlement reached between County and Owner, please so indicate by having the appropriate persons execute this letter in the space indicated below and return it to my attention. If we need to make alternate arrangements for pickup or collection of the document just let us know that as well.

Sincerely,

/s/ Adam H. Hill

Adam H. Hill
Sheets & Crossfield, PLLC

AGREED AND ACCEPTED:
ROSA AGUADO AND PEDRO AGUADO

By: D. Todd
David Todd
Attorney for Rosa Aguado and Pedro Aguado

Date: 9/21/2023

AGREED AND ACCEPTED:
WILLIAMSON COUNTY, TEXAS

By: _____
Adam H. Hill
Attorney for Williamson County, Texas

Date: 9/21/2023

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Commissioners Court - Regular Session **60.**

Meeting Date: 10/03/2023

Resolution for Condemnation on Corridor B

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.492 acres) required for the construction of Corridor B/Chandler Road. (M. Reyna Trucking, LLC) Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 05:33 PM
Form Started By: Charlie Crossfield		Started On: 09/27/2023 05:17 PM
Final Approval Date: 09/28/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 2.492 acres described by metes and bounds in Exhibits "A" owned by **M. REYNA TRUCKING, LLC.** for the purpose of constructing, reconstructing, maintaining, and operating the Chandler Road/Corridor B roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

Exhibit "A"

County: Williamson
Project: Chandler Corridor Segment 1, From SH 130 to FM 1660
Tax ID: R474791
Parcel: M. Reyna Trucking LLC, 2.492 acre tract

METES AND BOUNDS DESCRIPTION

FOR A 2.492 ACRE TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 15.382 ACRE TRACT OF LAND CONVEYED TO M. REYNA TRUCKING LLC, RECORDED IN DOCUMENT NO. 2019104976 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.492 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2022, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10191392.14, E=3175036.30) monumenting the southwest corner of said 15.382 acre M. Reyna Trucking LLC tract, the northwest corner of the called 5.81 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006031884 of the Official Public Records of Williamson County, Texas, the northeast corner of the called 11.45 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006088533 of the Official Public Records of Williamson County, Texas, and the southeast corner of the called 44.465 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2015101357 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Chandler Road, being 137.07 feet left of Chandler Road Engineer's Baseline Station 403+42.71, for the southwest corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked "RPLS 1433" monumenting the southwest corner of said 5.81 acre Williamson County, Texas tract, the southeast corner of said 11.45 acre Williamson County, Texas tract, the northwest corner of Lot 5, Block A, Chandler Corner, a subdivision recorded in Document No. 2019000610 of the Official Public Records of Williamson County, Texas and the northeast corner of the called 163.89 acre tract of land conveyed to Ricky D. Kruger, Timothy R. Kruger and Brenda K. Sladek, recorded in Document No. 2016121073 of the Official Public Records of Williamson County, Texas, said 163.89 acre tract of land being more fully described in Volume 491, Page 547 of the Deed Records of Williamson County, Texas, same being on the south right-of-way line of said Chandler Road, bears S 21°14'36" E for a distance of 201.88 feet;

THENCE, **N 21°25'09" W** with the west boundary line of said 15.382 acre M. Reyna Trucking LLC tract and the east boundary line of said 44.465 acre Williamson County, Texas tract for a distance of **100.79 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 237.00 feet left of Chandler Road Engineer's Baseline Station

County: Williamson
Project: Chandler Corridor Segment 1, From SH 130 to FM 1660
Tax ID: R474791
Parcel: M. Reyna Trucking LLC, 2.492 acre tract

403+55.53, for the northwest corner hereof, from which a 1/2" iron rod found monumenting the northwest corner of said 15.382 acre M. Reyna Trucking LLC tract and the northeast corner of said 44.465 acre Williamson County, Texas tract, bears N 21°25'09" W for a distance of 540.77 feet;

THENCE, through the interior of said 15.382 acre M. Reyna Trucking LLC tract, the following two (2) courses and distances:

1. With a curve to the right an arc length of **205.76 feet**, said curve having a radius of **8737.00 feet**, a delta angle of **1°20'58"** and a chord which bears **N 61°49'48" E** for a distance of **205.75 feet** to a 5/8" iron rod set with cap marked "Williamson County" for the end of this curve and being 237.00 feet left of Chandler Road Engineer's Baseline Station 405+55.71;

2. **N 62°30'17" E** for a distance of **930.32 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the south boundary line of said 15.382 acre M. Reyna Trucking LLC tract and the north boundary line of said 5.81 acre Williamson County, Texas tract, same being on said north right-of-way line of Chandler Road, being 237.00 feet left of Chandler Road Engineer's Baseline Station 414+86.03, for the northeast corner hereof, from which an iron rod found with cap marked "JS Coalter" monumenting the upper southeast corner of said 15.382 acre M. Reyna Trucking LLC tract and the northeast corner of said 5.81 acre Williamson County, Texas tract, same being on the west right-of-way line of F.M. 1660, bears N 20°55'53" E for a distance of 55.36 feet;

THENCE, with said south boundary line of the 15.382 acre M. Reyna Trucking LLC tract, said north boundary of the 5.81 acre Williamson County, Texas tract and said north right-of-way line of Chandler Road, the following three (3) courses and distances:

1. **S 20°55'53" W** for a distance of **150.86 feet** to an iron rod found with cap marked "Coalter Texas RPLS", being 136.89 feet left of Chandler Road Engineer's Baseline Station 413+73.17, for the southeast corner hereof;

2. **S 62°30'45" W** for a distance of **817.24 feet** to a 1/2" iron rod found monumenting the beginning of a curve to the left and being 137.01 feet left of Chandler Road Engineer's Baseline Station 405+55.93;

County: Williamson
Project: Chandler Corridor Segment 1, From SH 130 to FM 1660
Tax ID: R474791
Parcel: M. Reyna Trucking LLC, 2.492 acre tract

3. With said curve to the left an arc length of **216.64 feet**, said curve having a radius of **8637.00 feet**, a delta angle of **1°26'14"** and a chord which bears **S 61°48'16" W** for a distance of **216.64 feet** to the **POINT OF BEGINNING** hereof and containing 2.492 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

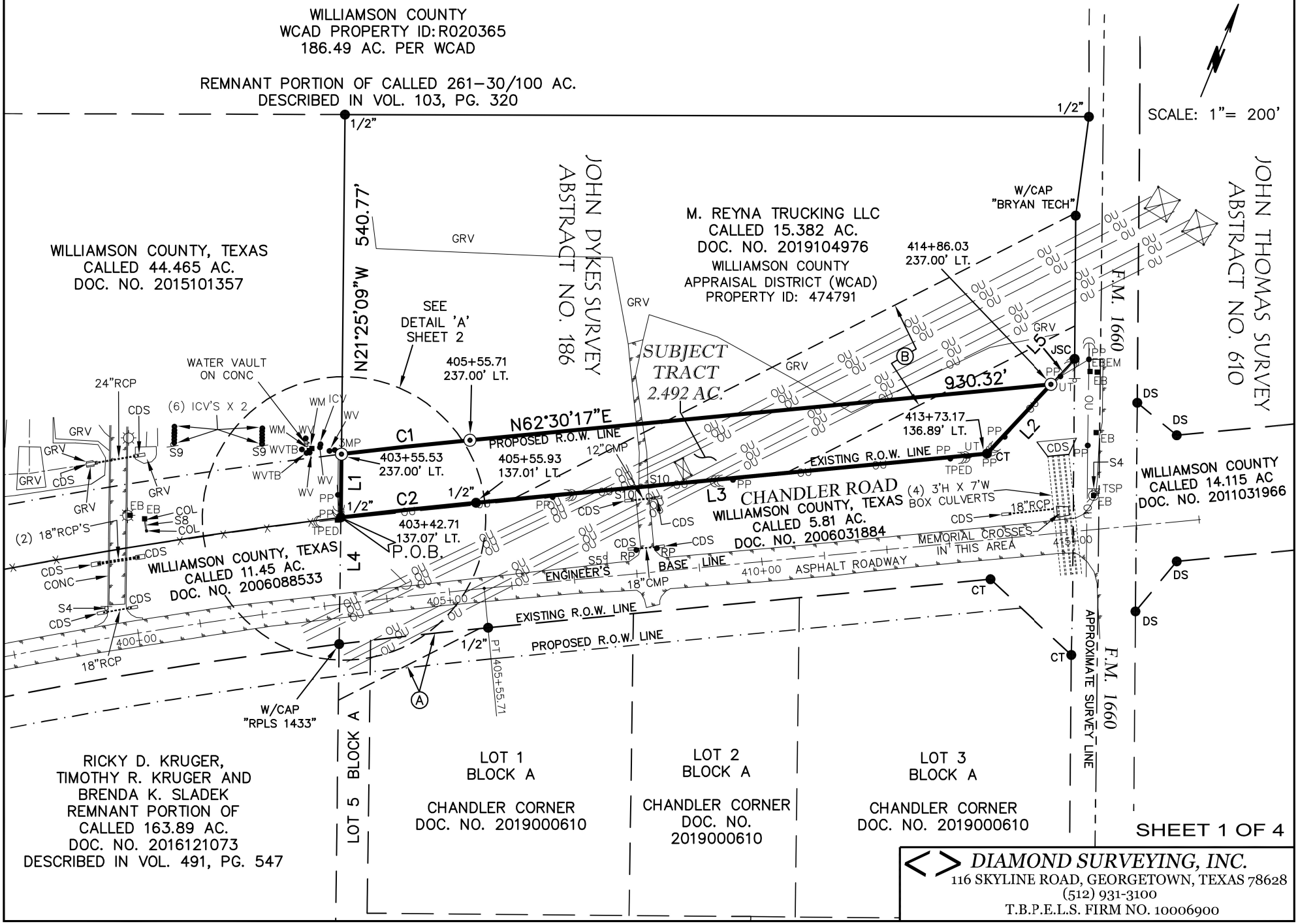
November 22, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

Z:\WCRB__2020 WA-6 CHANDLER CORRIDOR SH130 TO CR 101__FINAL LAND TITLE SURVEYS ROW\CHANDLER CORRIDOR M REYNA ROW PARCEL M&B 20221122.doc

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.492 ACRE TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 15.382 ACRE TRACT OF LAND CONVEYED TO M. REYNA TRUCKING LLC, RECORDED IN DOCUMENT NO. 2019104976 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2296 FM 1660, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R474791



SHEET 1 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB__2020 WA-6 CHANDLER CORRIDOR SH130 TO CR 101__FINAL LAND TITLE SURVEYS ROW\CHANDLER CORRIDOR M REYNA ROW PARCEL 20221122.dwg

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.492 ACRE TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 15.382 ACRE TRACT OF LAND CONVEYED TO M. REYNA TRUCKING LLC, RECORDED IN DOCUMENT NO. 2019104976 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2296 FM 1660, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R474791

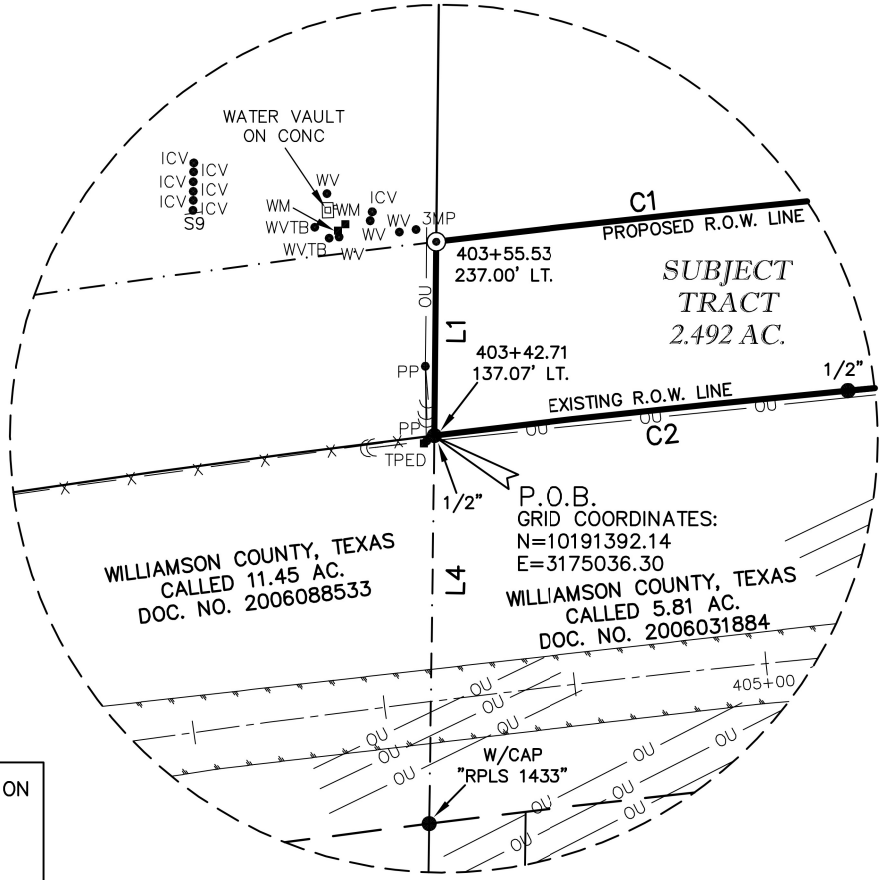
GENERAL NOTES:

1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.

3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0510F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

4) THE CHANDLER ROAD PROJECT BASELINE SHOWN HEREON AS PROVIDED TO THE SURVEYOR BY HNTB ON AUGUST 8, 2022.



DETAIL 'A'
(1" = 100')

RECORD EASEMENT INFORMATION
SHEET 1 OF 4

(A) ONCOR ELECTRIC DELIVERY COMPANY LLC
EASEMENT AND RIGHT OF WAY
TRACT A – CALLED 0.228 AC.
DOC. NO. 2009068281

(B) ONCOR ELECTRIC DELIVERY COMPANY LLC
EASEMENT AND RIGHT OF WAY
TRACT B – CALLED 2.801 AC.
DOC. NO. 2009068281

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N21°25'09"W	100.79'
L2	S20°55'53"W	150.86'
L3	S62°30'45"W	817.24'
L4	S21°14'36"E	201.88'
L5	N20°55'53"E	55.36'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	8737.00'	205.76'	1°20'58"	N61°49'48"E	205.75'
C2	8637.00'	216.64'	1°26'14"	S61°48'16"W	216.64'

SHEET 2 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.492 ACRE TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 15.382 ACRE TRACT OF LAND CONVEYED TO M. REYNA TRUCKING LLC, RECORDED IN DOCUMENT NO. 2019104976 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2296 FM 1660, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R474791

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7), GF No. GT2201197, which bears an Effective Date of September 7, 2022 and an Issued Date of September 15, 2022 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10b. Lease dated February 7, 1920, executed by C. E. Almquist and Sallie Almquist to Paul N. Nelson, recorded in Volume 194, Page 218 and in Volume 302, Page 42, Deed Records, Williamson County, Texas. Not a survey matter.

10c. Easement dated May 28, 1930, executed by C. E. Almquist and Sallie Almquist to Texas Power and Light Company, recorded in Volume 279, Page 470, Deed Records, Williamson County, Texas. Unable to determine the exact location of said easement, due to a vague description contained in said instrument.

10d. Right of Way Easement dated May 9, 1936, executed by C. E. Almquist and Sallie Almquist to Texas Power and Light Company, recorded in Volume 280, Page 494, Deed Records, Williamson County, Texas. Unable to determine the exact location of said easement, due to a vague description contained in said instrument.

10e. Easement dated September 15, 1941, executed by C. E. Almquist and Sallie Almquist to Southwestern Bell Telephone Company, recorded in Volume 308, Page 563, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10f. Easement For Highway Purposes dated March 18, 1965, executed by C. E. Almquist and Sallie Almquist to the State of Texas, recorded in Volume 476, Page 574, Deed Records, Williamson County, Texas. Not a part of the subject tract.

10g. Right of Way Easement dated March 6, 1972, executed by Arnold E. Anderson et al to Jonah Water Supply Corp., recorded in Volume 563, Page 689, Deed Records, Williamson County, Texas. May be a part of the subject tract, unable to determine the exact location of said easement due to a vague description contained in said instrument. Said instrument states: "The easement hereby granted shall not exceed 15'in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15'in width the center line thereof being the pipe line as installed."

10h. Easement and Right of Way dated August 24, 2009, executed by William Albert and Frances M. Albert to Oncor Electric Delivery Company, LLC, recorded under Document No. 2009068281, Official Records, Williamson County, Texas. The called 2.801 acre tract of land (Tract B) is a part of the subject tract as shown hereon.

10i. Terms, conditions and provisions of Ordinance No. O-2021-045 by the City of Hutto, Texas, recorded under Document No. 2021123927, Official Records, Williamson County, Texas. The subject tract is a part of the property described in said instrument.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.492 ACRE TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 15.382 ACRE TRACT OF LAND CONVEYED TO M. REYNA TRUCKING LLC, RECORDED IN DOCUMENT NO. 2019104976 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2296 FM 1660, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R474791

LEGEND

●	IRON ROD FOUND
●DS	IRON ROD FOUND WITH CAP MARKED "DIAMOND SURVEYING"
●JSC	IRON ROD FOUND WITH CAP MARKED "JS COALTER"
●CT	IRON ROD FOUND WITH CAP MARKED "COALTER TEXAS RPLS"
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
•3MP	3" METAL PIPE – POSSIBLE VENT PIPE
•WVTB	WATER VALVE/TEST BOLT ON CONCRETE
•WV	WATER VALVE ON CONCRETE
•ICV	IRRIGATION CONTROL VALVE
▪WM	WATER METER
▪TPED	TELEPHONE JUNCTION BOX
UT	UNDERGROUND TELEPHONE MARKER
⊠	LCRA TRANSMISSION LINE TOWER
☼	LIGHT POLE
TSP	TRAFFIC SIGNAL POLE
⊠	LCRA TRANSMISSION LINE TOWER
☼	LIGHT POLE
TSP	TRAFFIC SIGNAL POLE
•PP	POWER POLE
(	DOWN GUY
▪EB	ELECTRIC BOX
▪EBEM	ELECTRIC BOX AND ELECTRIC METER OF METAL POLE
S1	SIGN
—— OU —— OU ——	OVERHEAD UTILITY LINE
	EDGE OF PAVEMENT
—— — · — — · ——	RIGHT-OF-WAY RECORD DEED LINE
— — — —— — — —	APPROXIMATE SURVEY LINE
– · — · — · — · – · –	PROPOSED RIGHT-OF-WAY LINE
COL	STONE COLUMN
CDS	CONCRETE DRAINAGE STRUCTURE
CONC	CONCRETE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
GRV	GRAVEL
P.O.B.	POINT OF BEGINNING

To: Williamson County, Texan Title Insurance Company and Longhorn Title Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 18, 2022. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

November 22, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SIGN LEGEND:

S4 = STOP SIGN
S5 = 60 MPH
S9 = SEPTIC DRAIN FIELD
S10 = NO TRESPASSING

SHEET 4 OF 4

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Commissioners Court - Regular Session **61.**

Meeting Date: 10/03/2023

Resolution for Condemnation on Hero Way

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.278 acres and 0.068 acres) required for the construction of Hero Way. (TDW Development, LLC and JGHTDH #1, LLC/ Parcel 339) Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/28/2023 12:03 PM
Form Started By: Charlie Crossfield		Started On: 09/27/2023 05:21 PM
Final Approval Date: 09/28/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.278 acres (Parcel 339 Part 1) and 0.068 acres (Parcel 339 Part 2) described by metes and bounds in Exhibits "A&B" owned by **TDW DEVELOPMENT, LLC and JGHTDH # 1, LLC** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A&B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 339 Part 1
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 339 PART 1

METES & BOUNDS DESCRIPTION FOR A 0.278 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF TRACT 9, KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 27.07 ACRE TRACT OF LAND AS CONVEYED TO JGHTDH #1, LLC, BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2016075658 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.278 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 reference found), at the southwest corner of the above described Tract 9 and the southeast corner of Tract 5 of AMENDED PLAT KITTIE HILL ACRES TRACT 5 AND TRACT 6, a subdivision as recorded in Cabinet X, Slides 378 and 379 of the Plat Records of Williamson County, Texas, as conveyed to Zoomers Investment Group LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021055330 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a cotton spindle found at an angle point in the north right-of-way line of said Hero Way, bears S 70°03'21" W a distance of 213.57 feet;

THENCE, with the west line of said Tract 9 and the east line of said Tract 5, N 21°01'05" W a distance of 19.19 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,839.05, E: 3,088,335.88) set for the northwest corner of the herein described tract, 238.00 feet left of FM 2243 baseline station 173+84.58, from which a 1/2-inch iron rod found on the west line of said Tract 9, at the northeast corner of original Tract 5 of said KITTIE HILL ACRES, bears N 21°01'05" W a distance of 405.61 feet;

THENCE, over and across said Tract 9, N 69°25'18" E a distance of 106.10 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the right, 238.00 feet left of FM 2243 baseline station 174+90.68;

THENCE, continuing over and across said Tract 9, along said curve to the right, an arc distance of 78.15 feet, having a radius of 8,147.00 feet, a central angle of 00°32'59" and a chord which bears N 69°43'20" E a distance of 78.15 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the left, 237.59 feet left of FM 2243 baseline station 175+68.82;

THENCE, continuing over and across said Tract 9, along said curve to the left, an arc distance of 169.78 feet, having a radius of 1,320.00 feet, a central angle of 07°22'10" and a chord which bears N 44°15'01" E a distance of 169.66 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Tract 9 and the west line of Tract 10 of said KITTIE HILL ACRES, as conveyed to TDW Development LLC by Special Warranty Deed recorded in Document Number 2022013182 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 310.58 feet left of FM 2243 baseline station 177+17.80, from which a 1/2-inch iron rod found at the northeast corner of said Tract 9 and the northwest corner of said Tract 10, bears N 20°59'56" W a distance of 552.35 feet;

THENCE, with the east line of said Tract 9 and the west line of said Tract 10, S 20°59'56" E a distance of 93.08 feet to a calculated point on the north right-of-way line of said Hero Way, at the southeast corner of said Tract 9 and the southwest corner of said Tract 10, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" found at the southeast corner of said Tract 10 and the southwest corner of the remaining portion of Tract 13 of said KITTIE HILL ACRES, bears N 69°40'48" E a distance of 336.56 feet;

THENCE, with the north right-of-way line of said Hero Way, and the south line of said Tract 9, S 69°40'48" W a distance of 218.68 feet to a 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" found for an angle point;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Tract 9, S 69°58'26" W a distance of 119.66 feet to the **POINT OF BEGINNING** and containing 0.278 acre (12,097 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.

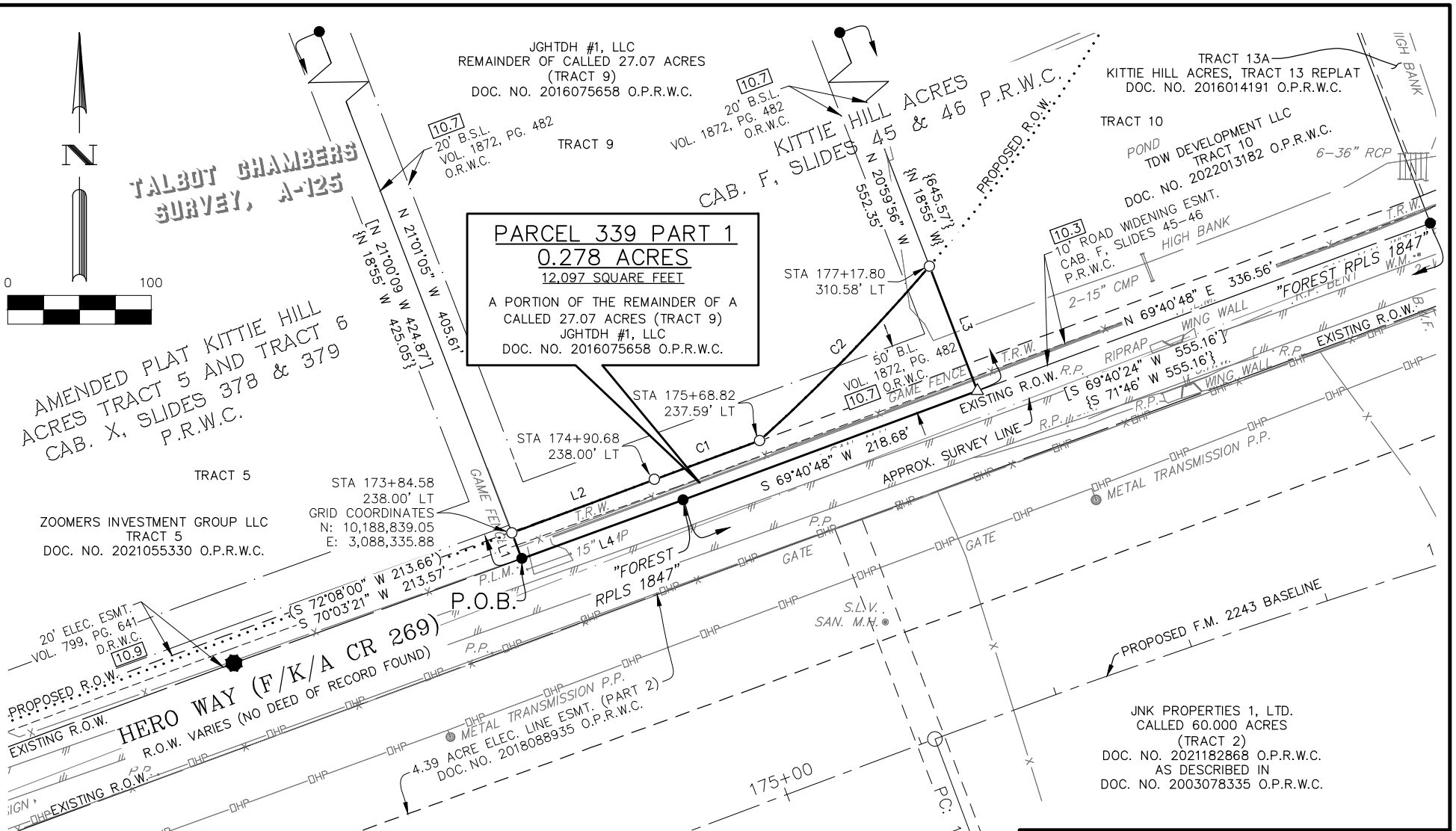
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true a knowledge. A sketch accompanies this description.

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

09/08/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 8, 2023
Project Number:	7473-00



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PARCEL PLAT SHOWING
PARCEL 339 PART 1
0.278 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/08/2023	3 of 5

LEGEND

B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.R.	GUARD RAIL
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
T.R.W.	TIMBER RETAINING WALL
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR CAB. X, SLIDES 378-379 P.R.W.C.
{ }	RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2016075658 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
✹	COTTON SPINDLE FOUND
△	CALCULATED POINT
—X—	WIRE FENCE
—HT—	OVERHEAD TELEPHONE
—HP—	OVERHEAD POWER
—//	EDGE OF ASPHALT
10.9	SCHEDULE B ITEM

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	78.15'	8,147.04'	0°32'59"	N 69°43'20" E	78.15'
C2	169.78'	1,320.00'	7°22'10"	N 44°15'01" E	169.66'

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 21°01'05" W	19.19'
L2	N 69°25'18" E	106.10'
L3	S 20°59'56" E	93.08'
L4	S 69°58'26" W	119.66'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
{L4}	{N 72°08' W}	
[L4]	[S 70°02'24" W]	[119.74']

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PARCEL PLAT SHOWING
PARCEL 339 PART 1
0.278 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/08/2023	4 of 5

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166261, DATED EFFECTIVE MAY 5, 2023 AND ISSUED ON JULY 31, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1872, PAGE 482, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE SOUTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET F, SLIDE 45 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (BLANKET)

10.7 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.9 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.14 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083086 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

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

09/08/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

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

PARCEL PLAT SHOWING
PARCEL 339 PART 1
0.278 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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EXHIBIT B

County: Williamson
Parcel: 339 Part 2
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 339 PART 2

METES & BOUNDS DESCRIPTION FOR A 0.068 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE REMAINING PORTION OF TRACT 13, KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 27.07 ACRE TRACT OF LAND AS CONVEYED TO JGHTDH #1, LLC BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2016075658 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.068 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found at the intersection of the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of reference found) and the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2004069273 and 2019092213, both of the Official Public Records of Williamson County, Texas, at the common southeast corner of the remaining portion of the above described Tract 13 and the above described JGHTDH #1 Tract, and at the southwest corner of a called 0.145 acre tract of land described as Parcel 28B as dedicated in said Document Number 2004069273 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Hero Way and the common south line of said Tract 13 and said JGHTDH #1 Tract, S 68°25'11" W a distance of 291.86 feet to a 1/2-inch iron rod with a cap stamped "FOREST RPLS 1847" found at the common southwest corner of said Tract 13 and a remainder of said JGHTDH #1 Tract, and at the southeast corner of Tract 10 of said KITTIE HILL ACRES, for the southwest corner of the herein described tract;

THENCE, with the west line of said Tract 13 and the east line of said Tract 10, N 20°59'25" W a distance of 10.00 feet to a calculated point at the common northwest corner of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract, and at the southwest corner of Tract 13A of KITTIE HILL ACRES, TRACT 13 REPLAT, a subdivision as recorded in Document Number 2016014191 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract;

THENCE, departing the east line of said Tract 10 with the common north line of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract and partly with the south line of said Tract 13A and partly with the south line of Tract 13B of said KITTIE HILL ACRES, TRACT 13 REPLAT, N 68°24'25" E a distance of 298.04 feet to a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found on the west right-of-way line of said Ronald W Reagan Boulevard, at the common northeast corner of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract, at the most southerly southeast corner of said Tract 13B, and at the most westerly common corner of said Parcel 28B and a called 1.534 acre tract of land described as Parcel 28A as dedicated in said Document Number 2004069273 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found on the west right-of-way line of said Ronald W Reagan Boulevard, at the most easterly southeast corner of said Tract 13B, bears N 25°33'33" E a distance of 64.73 feet;

THENCE, with the west right-of-way line of said Ronald W Reagan Boulevard and the common east line of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract, S 24°26'25" W a distance of 8.61 feet to a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found for an interior corner of the herein described tract;

THENCE, with the west right-of-way line of said Ronald W Reagan Boulevard and the common east line of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract, S 20°23'38" E a distance of 4.09 feet to the **POINT OF BEGINNING** and containing 0.068 (2,947 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.

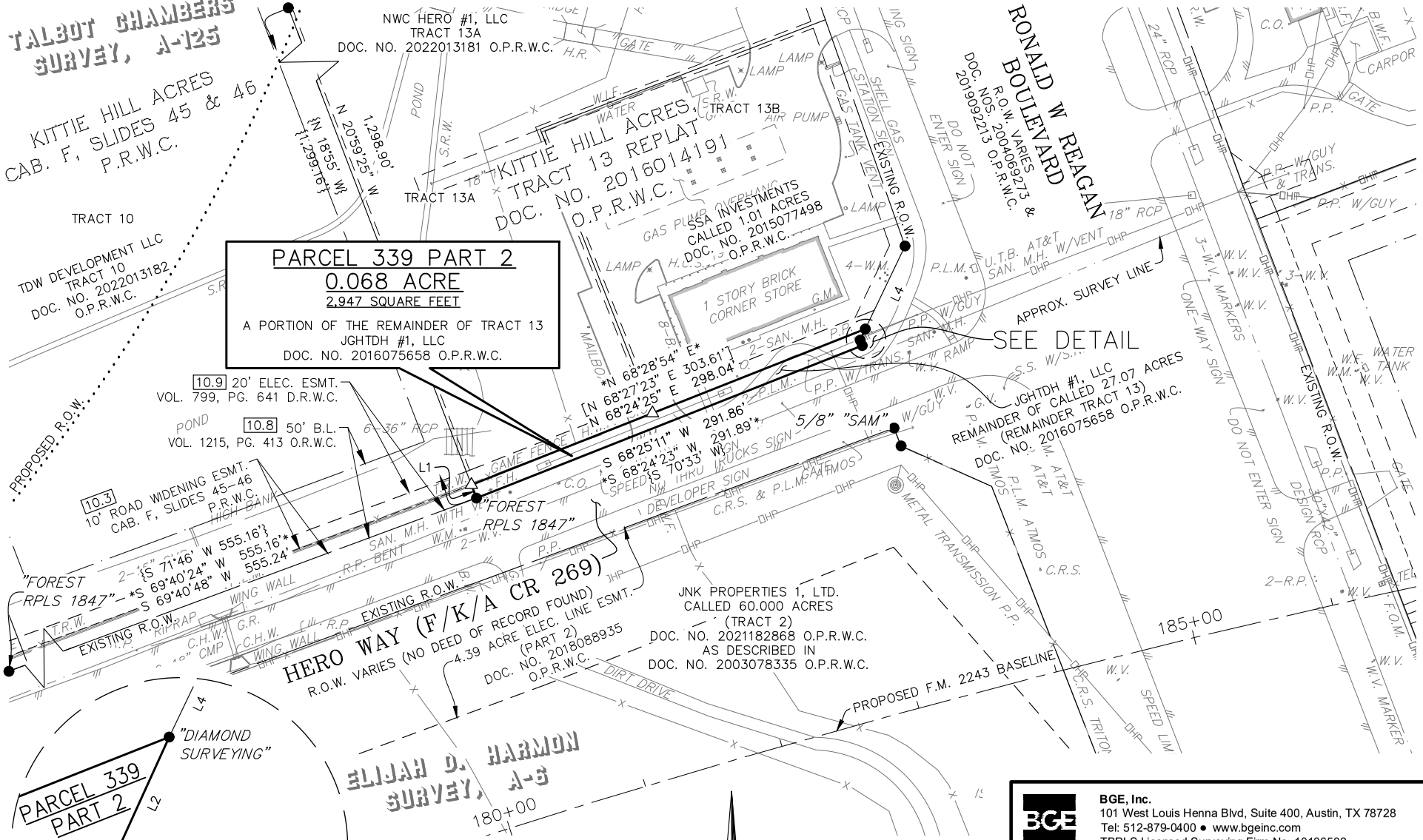
STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

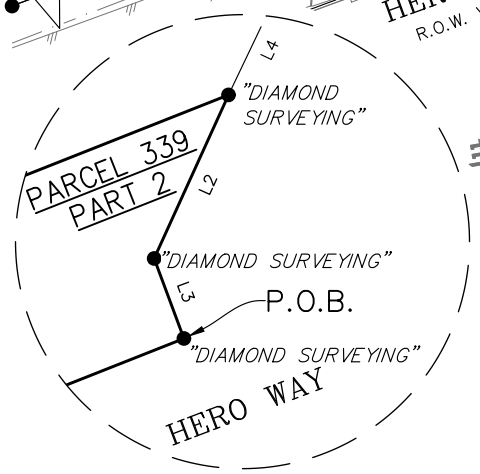
09/08/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	September 8, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION





DETAIL N.T.S.

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PARCEL PLAT SHOWING
PARCEL 339 PART 2
0.068 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/08/2023	3 of 5

LEGEND

B.	BOLLARD
B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
C.R.S.	CATHODIC READING STATION
C.R.W.	CONCRETE RETAINING WALL
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.M.	GAS METER
G.P.	GATE POST
G.R.	GUARD RAIL
G.V.	GAS VALVE
H.C.S.	HANDICAP SIGN
H.R.	HANDRAIL
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
SAN.	SANITARY
S.N.S.	STREET NAME SIGN
S.R.W.	STONE RETAINING WALL
S.R.F.	SPLIT RAIL FENCE
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
T.R.W.	TIMBER RETAINING WALL
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
W.F.	WATER FAUCET
W.I.F.	WROUGHT IRON FENCE
W.M.	WATER METER
W.V.	WATER VALVE

{ }	RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2016014191 O.P.R.W.C.
* *	RECORD INFO FOR DOC. NO. 2016075658 O.P.R.W.C.
(( ))	RECORD INFO FOR DOC. NO. 2004069273 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—X—	WIRE FENCE
—HT—	OVERHEAD TELEPHONE
—HP—	OVERHEAD POWER
—//	EDGE OF ASPHALT
10.9	SCHEDULE B ITEM

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 20°59'25" W	10.00'
L2	S 24°26'25" W	8.61'
L3	S 20°23'38" E	4.09'
L4	N 25°33'33" E	64.73'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
((L2))	((S 25°22'45" W))	((8.68'))
((L3))	((S 21°13'30" E))	((4.07'))
((L4))	((N 25°22'45" E))	((64.81'))
[L4]	[N 25°31'37" E]	[64.89']

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PARCEL PLAT SHOWING
PARCEL 339 PART 2
0.068 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/08/2023	4 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P339-P2_EX1.dwg, 8/21/2023 4:36 PM, Damian Fisher

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166261, DATED EFFECTIVE MAY 5, 2023 AND ISSUED ON JULY 31, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1215, PAGE 413, OFFICIAL RECORDS AND DOCUMENT NO(S) 2015078669 AND 2016096986, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN DOCUMENT NUMBER 2016014191, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE SOUTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET F, SLIDE 45 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 A PROPOSED 8' SIDEWALK RESERVED ACROSS THE SUBJECT PROPERTY, AS SHOWN ON THE PLAT OF RECORD IN DOCUMENT NO. 2016014191 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

10.6 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1215, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (BLANKET)

10.8 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 1215, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.9 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.15 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2015078670 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT. THE SUBJECT TRACT ITSELF IS NOT A PARTY TO THIS DEVELOPMENT AGREEMENT, BUT IT IS AFFECTED BY IT.

10.16 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN COST PARTICIPATION AGREEMENT FOR PUBLIC UTILITIES OF RECORD IN DOCUMENT NO. 2016084315 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT. THE SUBJECT TRACT ITSELF IS NOT A PARTY TO THIS COST PARTICIPATION AGREEMENT, BUT IT IS AFFECTED BY IT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

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

09/08/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

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

PARCEL PLAT SHOWING
PARCEL 339 PART 2
0.068 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/08/2023	5 of 5

Commissioners Court - Regular Session **62.**

Meeting Date: 10/03/2023

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
d) Discuss Blue Springs Blvd. property

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	09/28/2023 12:06 PM
Form Started By: Charlie Crossfield		Started On: 09/28/2023 11:38 AM
Final Approval Date: 09/28/2023		

Meeting Date: 10/03/2023

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	09/28/2023 12:06 PM
Form Started By: Charlie Crossfield		Started On: 09/28/2023 11:39 AM
Final Approval Date: 09/28/2023		