NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
October 17, 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 – 34)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.004718	PRE-EMP. PHYSICAL	$400.00
From	0100.0551.004705	PRE-EMP. SCREENING	$500.00
From	0100.0551.004350	PRINTED MAT. & BINDING	$300.00
From	0100.0551.003901	PUBLIC/BOOKS?/PERIODICA	$300.00
From	0100.0551.003100	OFFICE SUPPLIES	$300.00
From	0100.0551.004999	MISC.	$200.00
From	0100.0551.003900	MEMB. DUES	$100.00
From	0100.0551.004212	POSTAGE	$126.60
To	0100.0551.001114	CERTIFICATIONS	$1,800.00
To	0100.0551.002010	FICA	$137.70
To	0100.0551.002020	RETIREMENT	$288.90

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.005008	LE Equipment > $5k	$1,503.00
TO:	0100.0560.004850	RCS Radio Fees	$1,503.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004100	Professional Services	$3,422.00
To	0100.0402.004208	Internet Cloud Solutions	$3,422.00

6. 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	$110,000.00
To	0100.0509.004620	Equipment Rental	$110,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003002	Vehicle Equipment	$45,000.00
To	0100.0509.005700	Vehicles>$5,000	$45,000.00

8. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$3,845,000.00
To	0200-0210-003599	Road Constr./Maint.	$2,499,000.00
To	0200-0210-004100	Professional Services	$1,346,000.00

9. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$1,400,000.00
To	0200-0210-003597	Roadway Rehab	$1,400,000.00

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

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

12. Discuss, consider, and take appropriate action on approving a salary contribution agreement with Texas A&M AgriLife Extension Service.

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

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

15. Consider and take appropriate action on the appointment of James W. Harrell Jr. as Deputy Constable to fill a vacant position in the Precinct 2 Constable's Office.

16. Discuss, consider, and take appropriate action on approving the FY2023 Indigent Defense Formula Grant Application Resolution.

17. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Mollee Westfall, Attorney at Law, PLLC, for consulting services for pretrial and magistration processes in the not-to-exceed amount of $3,000.00, and authorizing the execution of the agreement.

18. Discuss, consider,
and take appropriate action on approving the purchase of Teammate Analytics annual software maintenance contract #202401 in the amount of $19,777.20, and exempting Wolters Kluwer Financial Services, Inc. from competitive bidding requirements per Texas Local Government Code 262.024(a)(7)(D), Discretionary Exemption for captive replacement parts or components for equipment.

19. Discuss, consider and take appropriate action on approving the purchase of additional licenses for Teammate Analytics, contract #202402, in the amount of $15,119.00, and exempting Wolters Kluwer Financial Services, Inc. from competitive bidding requirements per Texas Local Government Code 262.024(a)(7)(D), Discretionary Exemption for captive replacement parts or components for equipment.

20. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Consulting Services for HazMat Response Team Organizational Assessment, Gap Analysis and Strategic Plan, under RFP #24RFP3.

21. Discuss, consider, and take appropriate action on approving Cost Estimate #2023287 between Williamson County and Southwest Bell Telephone Company ("AT&T") to relocate a utility pole at 3541 S Austin Ave in Georgetown and at 355 Texas Ave in Round Rock, for a total amount of $1,000.00, and authorizing the execution of the agreement.

22. Discuss, consider, and take appropriate action on canceling Commissioners Court for Tuesday, November 28, 2023 and Tuesday, December 26, 2023.

23. Discuss, consider and take appropriate action on approving the agreement #202408 between Del Carmen Consulting, LLC and Williamson County for the Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office in the not-to-exceed amount of $8,000.00, and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4)., and authorizing execution of the agreement.

24. Discuss, consider, and take appropriate action on approving the purchase between Williamson County and Gunn Buick GMC for a 2023 GMC Sierra 1500 total for $50,958.75 pursuant to BuyBoard Co-Op contract #601-19.

25. Discuss, consider and take appropriate action to accept a donation of (1) used Large Gunner G1 kennel and (1) used XL Frisco Fold and Carry wire dog crate for the Sheriff's Office K9 unit pursuant to Tex. Loc. Gov't Code 81.032.

26. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Go For Locations, LLC for off duty contracting of County Sheriff Deputies to be effective October 17, 2023. (Traffic control for HEB commercial shoot on Oct 19th CR 412 in Taylor)

27. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant from Petsmart Charities.

28. Discuss, consider and take appropriate action on a report from G2 Construction for the Old DPS Remodel project (ARPA 445P/445A/12), First Amended and Restated Contract for Construction for a time extension of 270 days and for $702,000. Funding Source is 445P/44A/Old DPS Remodel/12.

29. Discuss, consider and take appropriate action on Supplemental Work Authorization No 5 to Work Authorization 4 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocated for All Williamson County Road and Bridge Capital Improvement Projects. This supplemental is to extend the expiration date to July 31, 2026 and increase the maximum amount payable to $300,000.00. Funding source: Capital Projects.

30. Discuss, consider and take appropriate action on the appointment of Robert B. Daigh, P.E. as Williamson County's Primary Voting Member and J. Terron Evertson, P.E. as Williamson County's Alternate Voting Member to the 2024 Campo Technical Advisory Committee.

31. Discuss, consider and take appropriate action on the appointment of Tom Yantis as Williamson County's Primary Voting Member and Matthew Rector as Williamson County's Alternate Voting Member to the Campo Technical Advisory Committee Smaller Cities.

32. Discuss, consider and take appropriate action on approval of the preliminary plat for the Warren Tract subdivision – Precinct 2.

33. Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Phase 2B subdivision – Precinct 2.

34. Discuss, consider and take appropriate action approval of the preliminary plat for Leanos subdivision – Precinct 4.

REGULAR AGENDA

35. Discuss, consider, and take appropriate action on the employment of Employee #14724 in the position of Senior Director of Emergency Services and the possible appointment of an Interim Senior Director of Emergency Services. 0904.00100.

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

37. Discuss, consider and take appropriate action on a services contract with Nineveh Ministries, Inc. d/b/a Jail to Jobs to provide services to support the operations of the Williamson County Expo Center.

38. Discuss, consider and take appropriate action on accepting HS-Homeland Security Grant Number 2957209 in the amount of $41,000.00 to support the Williamson County Hazmat Monitor Maintenance Project.

39. Discuss, consider and take appropriate action on accepting HS-Homeland Security, Urban Area Security Initiative - Regular Projects (UASI-R) for the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project, Grant Number 4893401 in the amount of $79,000.00 to support the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project.

40. Discuss, consider, and take appropriate action on approving a Limited Market Release Agreement with Eitan Medical North America Inc.

41. Discuss, consider, and take appropriate action on approving an updated interlocal agreement between Williamson County and Williamson County and Cites Health District related to collaboration for WilCo Care Recipients.

42. Discuss, consider and take appropriate action on establishing a Central Counting Station and appointment of officers to serve at the Central Counting Station for the election of November 7, 2023.

43. Discuss, consider and take appropriate action regarding the appointment of Early Voting Ballot Board Judge and Alternate Judge.

44. Discuss, consider and take appropriate action on approving the purchase #202432 of VOTEC Election Management and Compliance System (VEMACS) and Ballot Board annual licenses, maintenance, and support from VOTEC Corporation for the Williamson County Elections Department in the amount of $105,113.80 and exempting VOTEC Corporation from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(7)(D) discretionary exemption for captive replacement parts or components for equipment.

45. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for Portland Cement under IFB #24IFB001.

46. Discuss, consider, and take appropriate action on authorizing a blanket purchase order for tires to Texas Commercial Tire in the amount of $100,000.00 pursuant to BuyBoard contract #636-21.

47. Discuss, consider and take appropriate action on a career ladder for the Department of Infrastructure.

48. Receive the October 2023 Construction Summary Report and PowerPoint Presentation

49. Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of $130,053.00 for Project 22IFB139 FM 3349 at US 79 (James Construction Group) P: 332 Funding Source: Road Bond.

50. Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of $661,031.30 for Project 22IFB139 FM 3349 at US 79 (James Construction Group) P: 332 Funding Source: Road Bond.

51. Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the On-Call Materials Testing & Geotechnical Engineering Services contract between Williamson County and B2Z Engineering, LLC relating to the 2019 Road Bond Program.
Project: AS-Needed by Work Authorization
Fund Source: Road Bonds

52. Discuss, consider, and take appropriate action regarding the Utility Agreement with Bartlett Electric Cooperative (BEC) for utility relocations on the CR 332 Project, a Road Bond Project in Commissioner Precinct 4.
Project: P366 Fund Source: Road Bonds

53. Discuss and take appropriate action on a real estate contract with Bigsky Capital, Ltd., Clarendor Capital, Ltd. and Sparrow Fields Properties, Ltd. , for 26.005 acres of ROW and a 0.157 acre temporary construction easement needed on East Wilco Highway. (Parcel 47) Funding Source: Road Bonds P588.

54. Discuss, consider and take appropriate action on a conditional roadway acceptance agreement with DR Horton for the Bar W Ranch Phase 7 subdivision.

55. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 11.327 acres of right of way, 0.005 acres for a drainage easement, and a 3.091 acre electric easement required for the construction of Hero way/RM 2243. Edward A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust, and John A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust, and as Independent Executor of the Estate of Emogene M. Champion, Deceased/ Parcel 314/314D/314E Funding Source: Road Bonds P326

56. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.801 acres of right of way and 1.154 acres for an electric easement required for the construction of Hero Way/RM 2243. Hero Way Capital, LLC/ Parcel 320/320E Funding Source: Road Bonds P326.

57. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.286 acres of right of way and 0.138 acres for an electric easement required for the construction of Hero Way/RM 2243. Stella Carter/ Parcel 324/324E. Funding Source: Road Bonds P326.

58. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.403 acres of right of way and 0.441 acres for an electric easement required for the construction of Hero Way/RM 2243. Brian Olson, Charity M. Olson, Gregory Olson and Hattie E. Olson/ Parcel 332/332E 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)."

59. 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

60. 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

61. 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-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
5. 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
6. 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
7. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
8. 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
9. 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
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

18. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
19. 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
3. EEOC Charge No. 451-2023-01208

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.

62. 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).

63. 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).

64. Deliberate the employment, evaluation pertaining to annual review, reassignment, duties, discipline and/or dismissal of the Senior Director of Williamson County Emergency Services (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

65. 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)

66. Discuss and take appropriate action concerning economic development.

67. Discuss and take appropriate action concerning real estate.

68. 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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16. 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
17. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
18. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
19. 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
3. EEOC Charge No. 451-2023-01208

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.

69. 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.

70. Comments from Commissioners.

71. 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 12th day of October 2023 at 6:00 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: 10/17/2023

Line Item Transfer for Constable Pct. 1

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

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

Background

The approval of this line item transfer will allow an employee to receive his $150.00 / month TCOLE Master Peace Officer certification pay. The certification pay was not budgeted for because the employee's position is a newly authorized for FY2024. The certification pay will be included in the next budget request.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0551.004718	PRE-EMP. PHYSICAL	$400.00
From	0100.0551.004705	PRE-EMP. SCREENING	$500.00
From	0100.0551.004350	PRINTED MAT. & BINDING	$300.00
From	0100.0551.003901	PUBLIC/BOOKS?/PERIODICA	$300.00
From	0100.0551.003100	OFFICE SUPPLIES	$300.00
From	0100.0551.004999	MISC.	$200.00
From	0100.0551.003900	MEMB. DUES	$100.00
From	0100.0551.004212	POSTAGE	$126.60
To	0100.0551.001114	CERTIFICATIONS	$1,800.00
To	0100.0551.002010	FICA	$137.70
To	0100.0551.002020	RETIREMENT	$288.90

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 08:44 AM
Budget Office	Saira Hernandez	10/12/2023 09:44 AM
Form Started By: Patrick Youngren		Started On: 10/12/2023 07:16 AM
Final Approval Date: 10/12/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 10/17/2023

LIT to RCS Radio Fees for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Virginia Johnson, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

A line item transfer is requested to cover shortfall in RCS Radio Fees due to insufficient funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.005008	LE Equipment > $5k	$1,503.00
TO:	0100.0560.004850	RCS Radio Fees	$1,503.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 08:33 AM
Budget Office	Saira Hernandez	10/12/2023 09:44 AM
Form Started By: Virginia Johnson		Started On: 10/11/2023 04:17 PM
Final Approval Date: 10/12/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 10/17/2023

LIT

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

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer will provide the additional funding needed for the Total Compensation addendum with BenefitFocus approved in Commissioners Court on 10/3/2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0402.004100	Professional Services	$3,422.00
To	0100.0402.004208	Internet Cloud Solutions	$3,422.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/05/2023 04:29 PM
Budget Office	Saira Hernandez	10/10/2023 08:17 AM
Form Started By: Rebecca Clemons		Started On: 10/05/2023 12:54 PM
Final Approval Date: 10/10/2023		

Commissioners Court - Regular Session **6.**

Meeting Date: 10/17/2023

Line Item Transfer

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for temp chiller rental at CJC.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$110,000.00
To	0100.0509.004620	Equipment Rental	$110,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/09/2023 02:14 PM
Budget Office	Saira Hernandez	10/10/2023 08:17 AM
Form Started By: Gina Wrehsnig		Started On: 10/09/2023 07:33 AM
Final Approval Date: 10/10/2023		

Commissioners Court - Regular Session **7.**

Meeting Date: 10/17/2023

Line Item Transfer for Facilities

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 line item transfer for Facilities Management.

Background

Budget was allocated under incorrect line item.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.003002	Vehicle Equipment	$45,000.00
To	0100.0509.005700	Vehicles>$5,000	$45,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/09/2023 02:08 PM
Budget Office	Saira Hernandez	10/10/2023 08:17 AM
Form Started By: Wendy Danzo		Started On: 10/09/2023 02:02 PM
Final Approval Date: 10/10/2023		

Commissioners Court - Regular Session **8.**

Meeting Date: 10/17/2023

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Jenifer Favreau, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Background

The transfer of these funds was approved by the Commissioners Court on September 26, 2023 on agenda item # 61. This line item transfer completes the process.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$3,845,000.00
To	0200-0210-003599	Road Constr./Maint.	$2,499,000.00
To	0200-0210-004100	Professional Services	$1,346,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/11/2023 11:36 AM
Budget Office	Saira Hernandez	10/11/2023 11:45 AM
Form Started By: Jenifer Favreau		Started On: 10/10/2023 04:39 PM
Final Approval Date: 10/11/2023		

Commissioners Court - Regular Session **9.**

Meeting Date: 10/17/2023

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Jenifer Favreau, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Background

These funds were approved in the budget but need to be transferred to the Roadway Rehab line item for appropriate accounting, per the Auditor's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$1,400,000.00
To	0200-0210-003597	Roadway Rehab	$1,400,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/11/2023 11:37 AM
Budget Office	Saira Hernandez	10/11/2023 11:45 AM
Form Started By: Jenifer Favreau		Started On: 10/10/2023 04:48 PM
Final Approval Date: 10/11/2023		

Commissioners Court - Regular Session **10.**

Meeting Date: 10/17/2023

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Cervantes	10/12/2023 09:26 AM
County Judge Exec Asst.	Becky Pruitt	10/12/2023 09:30 AM
Form Started By: Kayla Marek		Started On: 10/12/2023 09:16 AM
Final Approval Date: 10/12/2023		

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
26th District	Senior Court Administrator.0011.001100.	12701	$ 84,257.42	5.00%	$ 4,212.87	$ 88,470.29		MERIT	13-Oct-23
277th District	Senior Court Administrator.0100.001100.	00706	$ 93,010.84	5.00%	$ 4,650.54	$ 97,661.38		MERIT	13-Oct-23
368th District	Senior Court Administrator.0103.001100.	12953	$ 85,042.36	5.00%	$ 4,252.12	$ 89,294.48		MERIT	13-Oct-23
395th District	Court Administrator.0106.001100.	13016	$ 73,049.13	5.00%	$ 3,652.46	$ 76,701.59		MERIT	13-Oct-23
425th District	Senior Court Administrator.0109.001100.	12743	$ 84,257.42	5.00%	$ 4,212.87	$ 88,470.29		MERIT	13-Oct-23
480th District	Senior Court Administrator.2025.001100.	16279	$ 75,000.12	5.00%	$ 3,750.01	$ 78,750.13		MERIT	13-Oct-23
911 Communications	Telecom Manager.0116.001100.	15651	$ 75,718.84	5.00%	$ 3,785.94	$ 79,504.78		MERIT	13-Oct-23
911 Communications	Telecom Manager.0117.001100.	15692	$ 75,718.84	5.00%	$ 3,785.94	$ 79,504.78		MERIT	13-Oct-23
911 Communications	Director of Emergency Comm.0119.001100.	14899	$ 102,325.08	5.00%	$ 5,116.25	$ 107,441.33		MERIT	13-Oct-23
911 Communications	Telecom Supervisor.0120.001100.	13289	$ 66,706.60	5.00%	$ 3,335.33	$ 70,041.93		MERIT	13-Oct-23
911 Communications	TCO Specialist.0124.001100.	15863	$ 59,010.02	5.00%	$ 2,950.50	$ 61,960.52		MERIT	13-Oct-23
911 Communications	TCO Specialist.0125.001100.	15074	$ 60,190.23	5.00%	$ 3,009.51	$ 63,199.74		MERIT	13-Oct-23
911 Communications	TCO Specialist.0129.001100.	13899	$ 60,190.23	5.00%	$ 3,009.51	$ 63,199.74		MERIT	13-Oct-23
911 Communications	TCO Specialist.0130.001100.	15508	$ 57,291.27	5.00%	$ 2,864.56	$ 60,155.83		MERIT	13-Oct-23
911 Communications	TCO Specialist.0131.001100.	13552	$ 59,895.16	5.00%	$ 2,994.76	$ 62,889.92		MERIT	13-Oct-23
911 Communications	TCO Specialist.0135.001100.	15976	$ 57,291.25	5.00%	$ 2,864.56	$ 60,155.81		MERIT	13-Oct-23
911 Communications	TCO Specialist.0137.001100.	13492	$ 60,190.21	5.00%	$ 3,009.51	$ 63,199.72		MERIT	13-Oct-23
911 Communications	TCO Specialist.0141.001100.	15013	$ 60,190.23	5.00%	$ 3,009.51	$ 63,199.74		MERIT	13-Oct-23
911 Communications	TCO Specialist.0142.001100.	15396	$ 59,010.02	5.00%	$ 2,950.50	$ 61,960.52		MERIT	13-Oct-23
911 Communications	TCO Specialist.0151.001100.	15860	$ 57,291.27	5.00%	$ 2,864.56	$ 60,155.83		MERIT	13-Oct-23
911 Communications	TCO Specialist.0156.001100.	13702	$ 60,190.21	5.00%	$ 3,009.51	$ 63,199.72		MERIT	13-Oct-23
911 Communications	TCO Specialist.0157.001100.	14775	$ 59,895.16	5.00%	$ 2,994.76	$ 62,889.92		MERIT	13-Oct-23
911 Communications	Telecom Supervisor.0159.001100.	13968	$ 67,534.00	5.00%	$ 3,376.70	$ 70,910.70		MERIT	13-Oct-23
911 Communications	Telecom Supervisor.0160.001100.	13260	$ 74,473.73	5.00%	$ 3,723.69	$ 78,197.42		MERIT	13-Oct-23
911 Communications	Telecom Supervisor.0161.001100.	15014	$ 67,373.13	5.00%	$ 3,368.66	$ 70,741.79		MERIT	13-Oct-23
911 Communications	Office Administrator.0164.001100.	12731	$ 53,957.34	4.00%	$ 2,158.29	$ 56,115.63		MERIT	13-Oct-23
911 Communications	Compliance Division Manager.0165.001100.	13180	$ 83,898.36	5.00%	$ 4,194.92	$ 88,093.28		MERIT	13-Oct-23
911 Communications	Telecom Manager.0168.001100.	15693	$ 72,426.52	5.00%	$ 3,621.33	$ 76,047.85		MERIT	13-Oct-23
911 Communications	TCO Specialist.0169.001100.	05565	$ 64,754.16	5.00%	$ 3,237.71	$ 67,991.87		MERIT	13-Oct-23
911 Communications	Telecom Supervisor.0171.001100.	15268	$ 65,566.97	5.00%	$ 3,278.35	$ 68,845.32		MERIT	13-Oct-23
911 Communications	TCO Specialist.0172.001100.	15075	$ 60,190.21	5.00%	$ 3,009.51	$ 63,199.72		MERIT	13-Oct-23
911 Communications	TCO Specialist.0173.001100.	14061	$ 66,662.94	5.00%	$ 3,333.15	$ 69,996.09		MERIT	13-Oct-23
911 Communications	TCO Specialist.0174.001100.	15584	$ 59,010.02	5.00%	$ 2,950.50	$ 61,960.52		MERIT	13-Oct-23
911 Communications	TCO Specialist.0175.001100.	14628	$ 61,243.54	5.00%	$ 3,062.18	$ 64,305.72		MERIT	13-Oct-23
911 Communications	TCO Specialist.0176.001100.	14377	$ 60,042.69	5.00%	$ 3,002.13	$ 63,044.82		MERIT	13-Oct-23
911 Communications	Academy Instructor.1745.001100.	15215	$ 69,559.96	5.00%	$ 3,478.00	$ 73,037.96		MERIT	13-Oct-23
911 Communications	TCO Specialist.1746.001100.	13898	$ 60,190.21	5.00%	$ 3,009.51	$ 63,199.72		MERIT	13-Oct-23
911 Communications	Compliance Evaluator.1891.001100.	15012	$ 64,178.94	5.00%	$ 3,208.95	$ 67,387.89		MERIT	13-Oct-23
911 Communications	QAQI Evaluator.1894.001100.	14709	$ 62,379.53	5.00%	$ 3,118.98	$ 65,498.51		MERIT	13-Oct-23
911 Communications	QAQI Evaluator.1896.001100.	14597	$ 61,179.93	5.00%	$ 3,059.00	$ 64,238.93		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	Staffing & Payroll Coord.1897.001100.	16011	$ 48,172.30	4.00%	$ 1,926.89	$ 50,099.19		MERIT	13-Oct-23
911 Communications	Education Manager.1899.001100.	15694	$ 84,521.06	5.00%	$ 4,226.05	$ 88,747.11		MERIT	13-Oct-23
All District Courts	Sr Court Operations Admin.0177.001100.	11194	$ 62,923.38	5.00%	$ 3,146.17	$ 66,069.55		MERIT	13-Oct-23
All District Courts	Dir of District Court Admin.1905.001100.	15260	$ 123,326.58	5.00%	$ 6,166.33	$ 129,492.91		MERIT	13-Oct-23
Animal Services	Sr Animal Services Spec.0192.001100.	15747	$ 41,121.60	5.00%	$ 2,056.08	$ 43,177.68		MERIT	13-Oct-23
Animal Services	Animal Services Specialist.0193.001100.	16207	$ 36,524.57	3.00%	$ 1,095.74	$ 37,620.31		MERIT	13-Oct-23
Animal Services	Sr Animal Services Spec.0194.001100.	13230	$ 41,716.48	4.00%	$ 1,668.66	$ 43,385.14		MERIT	13-Oct-23
Animal Services	Animal Care Specialist.0203.001100.	16310	$ 31,958.70	5.00%	$ 1,597.94	$ 33,556.64		MERIT	13-Oct-23
Animal Services	Animal Care Specialist.0204.001100.	11163	$ 37,584.08	3.00%	$ 1,127.52	$ 38,711.60		MERIT	13-Oct-23
Animal Services	Animal Care Specialist.0205.001100.	16486	$ 32,137.23	2.00%	$ 642.74	$ 32,779.97		MERIT	13-Oct-23
Animal Services	Animal Care Specialist.0206.001100.	11209	$ 38,341.33	3.00%	$ 1,150.24	$ 39,491.57		MERIT	13-Oct-23
Animal Services	Animal Care Specialist.0207.001100.	16114	$ 33,758.40	4.00%	$ 1,350.34	$ 35,108.74		MERIT	13-Oct-23
Animal Services	Animal Care Specialist.0208.001100.	16411	$ 31,507.11	3.00%	$ 945.21	$ 32,452.32		MERIT	13-Oct-23
Animal Services	Director of Animal Services.0209.001100.	12679	$ 96,897.32	4.00%	$ 3,875.89	$ 100,773.21		MERIT	13-Oct-23
Animal Services	Community Programs Coord.0210.001100.	15380	$ 48,659.00	3.00%	$ 1,459.77	$ 50,118.77		MERIT	13-Oct-23
Animal Services	Operations Manager.0211.001100.	12232	$ 58,852.56	7.00%	$ 4,119.68	$ 62,972.24		MERIT	13-Oct-23
Animal Services	Administrative Manager.0212.001100.	11176	$ 71,942.78	4.00%	$ 2,877.71	$ 74,820.49		MERIT	13-Oct-23
Animal Services	Animal Health Technician.0215.001100.	15743	$ 37,255.07	3.00%	$ 1,117.65	$ 38,372.72		MERIT	13-Oct-23
Animal Services	Animal Health Technician.0216.001100.	16442	$ 36,524.57	3.00%	$ 1,095.74	$ 37,620.31		MERIT	13-Oct-23
Animal Services	Sr Animal Health Tech.0217.001100.	14726	$ 41,068.27	5.00%	$ 2,053.41	$ 43,121.68		MERIT	13-Oct-23
Animal Services	Sr Animal Health Tech.1752.001100.	15487	$ 40,326.33	5.00%	$ 2,016.32	$ 42,342.65		MERIT	13-Oct-23
Animal Services	Sr Animal Care Specialist.1765.001100.	16210	$ 35,441.64	5.00%	$ 1,772.08	$ 37,213.72		MERIT	13-Oct-23
Animal Services	Behavioral Coordinator.1827.001100.	14700	$ 43,191.87	3.00%	$ 1,295.76	$ 44,487.63		MERIT	13-Oct-23
Animal Services	Animal Services Specialist.1837.001100.	15122	$ 38,000.16	3.00%	$ 1,140.00	$ 39,140.16		MERIT	13-Oct-23
Animal Services	Animal Services Specialist.1838.001100.	16467	$ 36,524.80	3.00%	$ 1,095.74	$ 37,620.54		MERIT	13-Oct-23
Animal Services	Animal Care Specialist.1839.001100.	15156	$ 32,779.99	2.00%	$ 655.60	$ 33,435.59		MERIT	13-Oct-23
Animal Services	Foster/Volunteer Coord.1884.001100.	13387	$ 53,656.20	5.00%	$ 2,682.81	$ 56,339.01		MERIT	13-Oct-23
Animal Services	Animal Health Technician.1885.001100.	14992	$ 37,255.07	4.00%	$ 1,490.20	$ 38,745.27		MERIT	13-Oct-23
Animal Services	Sr Animal Care Specialist.1887.001100.	15525	$ 33,416.78	1.00%	$ 334.17	$ 33,750.95		MERIT	13-Oct-23
Animal Services	Sr Animal Care Specialist.1888.001100.	16280	$ 33,747.63	2.00%	$ 674.95	$ 34,422.58		MERIT	13-Oct-23
Animal Services	Animal Care Specialist.1889.001100.	16624	$ 32,779.99	2.00%	$ 655.60	$ 33,435.59		MERIT	13-Oct-23
Animal Services	Animal Care Specialist.2067.001100.	16084	$ 31,507.09	1.00%	$ 315.07	$ 31,822.16		MERIT	13-Oct-23
Animal Services	PT Animal Care Specialist.9929.001101.	16621	$ 31,507.09	3.00%	$ 945.21	$ 32,452.30		MERIT	13-Oct-23
Animal Services	PT Animal Care Specialist.9991.001101.	16431	$ 31,507.09	3.00%	$ 945.21	$ 32,452.30		MERIT	13-Oct-23
Animal Services - Grant	Animal Svc Asst Manager.2002.001100.	15952	$ 47,704.80	6.00%	$ 2,862.29	$ 50,567.09		MERIT	13-Oct-23
Animal Services Donation	Animal Health Specialist.2070.001100.	15170	$ 34,027.66	4.00%	$ 1,361.11	$ 35,388.77		MERIT	13-Oct-23
Benefits	Benefits Admin Director.0008.001100.	12932	$ 108,200.56	4.00%	$ 4,328.02	$ 112,528.58		MERIT	13-Oct-23
Benefits	Sr Benefits Specialist.0009.001100.	16027	$ 57,353.86	3.50%	$ 2,007.39	$ 59,361.25		MERIT	13-Oct-23
Benefits	Benefits Analyst.1623.001100.	15754	$ 60,523.06	4.50%	$ 2,723.54	$ 63,246.60		MERIT	13-Oct-23
Benefits	Wellness Coordinator.1951.001100.	15575	$ 72,277.14	3.50%	$ 2,529.70	$ 74,806.84		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Budget Office	Budget Analyst.0221.001100.	15394	$ 77,400.96	5.00%	$ 3,870.05	$ 81,271.01		MERIT	13-Oct-23
Budget Office	Budget Officer.0222.001100.	04765	$ 165,349.60	5.00%	$ 8,267.48	$ 173,617.08		MERIT	13-Oct-23
Budget Office	Assistant Budget Officer.1803.001100.	14427	$ 104,033.80	5.00%	$ 5,201.69	$ 109,235.49		MERIT	13-Oct-23
COMM COURT - GRANTS	CCG Program Case Manager.1958.001100.	15542	$ 59,852.00	7.00%	$ 4,189.64	$ 64,041.64		MERIT	13-Oct-23
COMM COURT - GRANTS	CCG Program Case Manager.2004.001100.	16144	$ 57,319.34	7.00%	$ 4,012.35	$ 61,331.69		MERIT	13-Oct-23
COMM COURT - GRANTS	CCG CA Attorney I.2008.001100.	16582	$ 69,505.28	4.00%	$ 2,780.21	$ 72,285.49		MERIT	13-Oct-23
COMM COURT - GRANTS	CCG CA Civil Attorney.2009.001100.	15961	$ 98,205.64	4.00%	$ 3,928.23	$ 102,133.87		MERIT	13-Oct-23
COMM COURT - GRANTS	CCG DC Jury Coordinator.2015.001100.	15276	$ 50,161.57	4.00%	$ 2,006.46	$ 52,168.03		MERIT	13-Oct-23
Commissioner 3 - admin	Project Manager I.0257.001100.	11283	$ 91,110.50	4.50%	$ 4,099.97	$ 95,210.47		MERIT	13-Oct-23
Commissioner 3 - admin	Senior Coordinator.0258.001100.	10877	$ 53,127.01	6.00%	$ 3,187.62	$ 56,314.63		MERIT	13-Oct-23
Commissioner 4 - admin	Executive Assistant.0260.001100.	15017	$ 64,121.98	5.00%	$ 3,206.10	$ 67,328.08		MERIT	13-Oct-23
Commissioner 4 - admin	Senior Coordinator.0261.001100.	15275	$ 53,784.02	5.00%	$ 2,689.20	$ 56,473.22		MERIT	13-Oct-23
Commissioners Court	General Counsel.0047.001100.	10733	$ 174,887.70	5.00%	$ 8,744.39	$ 183,632.09		MERIT	13-Oct-23
Commissioners Court	Asst General Counsel II.0717.001100.	12203	$ 155,671.10	4.00%	$ 6,226.84	$ 161,897.94		MERIT	13-Oct-23
Commissioners Court	Asst General Counsel I.0719.001100.	16355	$ 107,958.24	4.00%	$ 4,318.33	$ 112,276.57		MERIT	13-Oct-23
Public Affairs	Dir Comm & Media Relations.0720.001100.	10138	$ 110,728.54	4.00%	$ 4,429.14	$ 115,157.68		MERIT	13-Oct-23
Public Affairs	Multi-Media Specialist.1947.001100.	16175	$ 64,597.78	4.00%	$ 2,583.91	$ 67,181.69		MERIT	13-Oct-23
Commissioners Court	Risk Analyst.2012.001100.	16436	$ 58,725.16	4.00%	$ 2,349.01	$ 61,074.17		MERIT	13-Oct-23
Public Affairs	Communications Specialist.2017.001100.	15962	$ 64,721.02	4.00%	$ 2,588.84	$ 67,309.86		MERIT	13-Oct-23
Commissioners Court	Asst General Counsel.2018.001100.	16632	$ 90,012.00	4.00%	$ 3,600.48	$ 93,612.48		MERIT	13-Oct-23
Commissioners Court	Risk Program Manager.1760.001100.	15307	$ 88,978.22	4.00%	$ 3,559.13	$ 92,537.35		MERIT	13-Oct-23
Constables 1	Constable Clerk II.0263.001100.	13218	$ 52,067.18	5.00%	$ 2,603.36	$ 54,670.54		MERIT	13-Oct-23
Constables 1	Constable Clerk II.0273.001100.	15614	$ 47,284.60	5.00%	$ 2,364.23	$ 49,648.83		MERIT	13-Oct-23
Constables 1	Constable Clerk II.0274.001100.	04153	$ 47,284.60	5.00%	$ 2,364.23	$ 49,648.83		MERIT	13-Oct-23
Constables 2	Constable Clerk II.0275.001100.	16523	$ 41,600.00	5.00%	$ 2,080.00	$ 43,680.00		MERIT	13-Oct-23
Constables 2	Constable Clerk II.0286.001100.	11958	$ 54,267.60	5.00%	$ 2,713.38	$ 56,980.98		MERIT	13-Oct-23
Constables 2	Constable Clerk II.0287.001100.	12830	$ 44,140.99	6.00%	$ 2,648.46	$ 46,789.45		MERIT	13-Oct-23
Constables 3	Constable Clerk II.0288.001100.	13591	$ 49,885.04	5.00%	$ 2,494.25	$ 52,379.29		MERIT	13-Oct-23
Constables 3	Constable Clerk II.0300.001100.	12424	$ 53,340.62	5.00%	$ 2,667.03	$ 56,007.65		MERIT	13-Oct-23
Constables 3	Constable Clerk II.0301.001100.	13093	$ 53,340.62	5.00%	$ 2,667.03	$ 56,007.65		MERIT	13-Oct-23
Constables 4	Constable Clerk II.0302.001100.	10871	$ 50,154.37	5.00%	$ 2,507.72	$ 52,662.09		MERIT	13-Oct-23
Constables 4	Constable Clerk II.0312.001100.	04440	$ 57,546.15	5.00%	$ 2,877.31	$ 60,423.46	$ 2,847.33	MERIT	13-Oct-23
Constables 4	Constable Clerk II.0313.001100.	16274	$ 44,141.70	5.00%	$ 2,207.09	$ 46,348.79		MERIT	13-Oct-23
Corrections	Financial Assistant II.0314.001100.	16039	$ 40,313.42	4.00%	$ 1,612.54	$ 41,925.96		MERIT	13-Oct-23
Corrections	Financial Assistant I.0315.001100.	16491	$ 38,384.07	4.00%	$ 1,535.36	$ 39,919.43		MERIT	13-Oct-23
Corrections	Administrative Specialist.0316.001100.	16691	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Corrections	Coordinator.0317.001100.	11947	$ 45,497.05	4.00%	$ 1,819.88	$ 47,316.93		MERIT	13-Oct-23
Corrections	Administrative Specialist.0318.001100.	16506	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Corrections	Administrative Specialist.0319.001100.	14150	$ 36,527.52	4.00%	$ 1,461.10	$ 37,988.62		MERIT	13-Oct-23
Corrections	Administrative Specialist.0320.001100.	16488	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Corrections	Administrative Specialist.0321.001100.	14321	$ 36,527.52	4.00%	$ 1,461.10	$ 37,988.62		MERIT	13-Oct-23
Corrections	Administrative Specialist.0322.001100.	16588	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Corrections	Administrative Specialist.0323.001100.	05734	$ 46,835.01	4.00%	$ 1,873.40	$ 48,708.41		MERIT	13-Oct-23
Corrections	Administrative Specialist.0324.001100.	16591	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Corrections	Administrative Specialist.0325.001100.	16008	$ 36,527.52	4.00%	$ 1,461.10	$ 37,988.62		MERIT	13-Oct-23
Corrections	Sr Administrative Spec.0326.001100.	11772	$ 47,722.29	4.00%	$ 1,908.89	$ 49,631.18		MERIT	13-Oct-23
Corrections	Administrative Specialist.0327.001100.	16490	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Corrections	Administrative Specialist.0328.001100.	15065	$ 36,527.52	4.00%	$ 1,461.10	$ 37,988.62		MERIT	13-Oct-23
Corrections	Administrative Specialist.0329.001100.	16529	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Corrections	Financial Assistant I.0330.001100.	05729	$ 48,240.07	4.00%	$ 1,929.60	$ 50,169.67		MERIT	13-Oct-23
Corrections	Administrative Specialist.0331.001100.	12090	$ 42,689.32	4.00%	$ 1,707.57	$ 44,396.89		MERIT	13-Oct-23
Corrections	Training Coordinator.0332.001100.	15791	$ 52,026.08	4.00%	$ 2,081.04	$ 54,107.12		MERIT	13-Oct-23
Corrections	Administrative Specialist.0333.001100.	15422	$ 36,527.52	4.00%	$ 1,461.10	$ 37,988.62		MERIT	13-Oct-23
Corrections	Administrative Specialist.0336.001100.	16421	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Corrections	Administrative Specialist.0337.001100.	13616	$ 36,527.52	4.00%	$ 1,461.10	$ 37,988.62		MERIT	13-Oct-23
Corrections	Corrections Officer.0356.001105.	05735	$ 61,833.89	4.00%	$ 2,473.36	$ 64,307.25		MERIT	13-Oct-23
Corrections	Corrections Officer.0361.001105.	13682	$ 55,993.88	4.00%	$ 2,239.76	$ 58,233.64		MERIT	13-Oct-23
Corrections	Corrections Officer.0363.001105.	10130	$ 61,833.89	4.00%	$ 2,473.36	$ 64,307.25		MERIT	13-Oct-23
Corrections	Corrections Officer.0378.001105.	12824	$ 59,421.15	4.00%	$ 2,376.85	$ 61,798.00		MERIT	13-Oct-23
Corrections	Corrections Officer.0380.001105.	13799	$ 55,993.88	4.00%	$ 2,239.76	$ 58,233.64		MERIT	13-Oct-23
Corrections	Corrections Officer.0400.001105.	14431	$ 55,993.88	4.00%	$ 2,239.76	$ 58,233.64		MERIT	13-Oct-23
Corrections	Corrections Officer.0409.001105.	03659	$ 55,993.88	4.00%	$ 2,239.76	$ 58,233.64		MERIT	13-Oct-23
Corrections	Corrections Officer.0411.001105.	13806	$ 57,113.76	4.00%	$ 2,284.55	$ 59,398.31		MERIT	13-Oct-23
Corrections	Corrections Officer.0419.001105.	12027	$ 61,833.89	4.00%	$ 2,473.36	$ 64,307.25		MERIT	13-Oct-23
Corrections	Corrections Officer.0466.001105.	11725	$ 62,452.23	4.00%	$ 2,498.09	$ 64,950.32		MERIT	13-Oct-23
Corrections	Corrections Officer.0507.001105.	14405	$ 55,993.88	4.00%	$ 2,239.76	$ 58,233.64		MERIT	13-Oct-23
Corrections	Office Administrator.0583.001100.	10230	$ 66,277.60	5.00%	$ 3,313.88	$ 69,591.48		MERIT	13-Oct-23
Corrections	Corrections Officer.0585.001105.	12715	$ 61,833.89	4.00%	$ 2,473.36	$ 64,307.25		MERIT	13-Oct-23
Corrections	Sr Administrative Spec.0588.001100.	14273	$ 43,263.36	4.00%	$ 1,730.53	$ 44,993.89		MERIT	13-Oct-23
Corrections	Administrative Specialist.0589.001100.	16331	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Corrections	Financial Assistant II.0590.001100.	16549	$ 40,313.40	4.00%	$ 1,612.54	$ 41,925.94		MERIT	13-Oct-23
Corrections	Educational Coordinator.1938.001100.	14070	$ 62,959.00	4.00%	$ 2,518.36	$ 65,477.36		MERIT	13-Oct-23
County Attorney	Legal Assistant I.0014.001100.	16216	$ 43,263.36	4.00%	$ 1,730.53	$ 44,993.89		MERIT	13-Oct-23
County Attorney	Legal Assistant I.0015.001100.	16260	$ 43,263.36	4.00%	$ 1,730.53	$ 44,993.89		MERIT	13-Oct-23
County Attorney	Legal Assistant I.0016.001100.	15061	$ 44,128.64	4.00%	$ 1,765.15	$ 45,893.79		MERIT	13-Oct-23
County Attorney	Legal Assistant II.0017.001100.	15037	$ 50,389.25	4.00%	$ 2,015.57	$ 52,404.82		MERIT	13-Oct-23
County Attorney	Legal Assistant II.0018.001100.	14529	$ 47,751.20	4.00%	$ 1,910.05	$ 49,661.25		MERIT	13-Oct-23
County Attorney	Legal Assistant II.0019.001100.	01997	$ 60,470.09	4.00%	$ 2,418.80	$ 62,888.89		MERIT	13-Oct-23
County Attorney	Office Administrator.0020.001100.	15749	$ 51,611.82	4.00%	$ 2,064.47	$ 53,676.29		MERIT	13-Oct-23
County Attorney	Legal Assistant I.0021.001100.	16107	$ 44,993.89	4.00%	$ 1,799.76	$ 46,793.65		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Attorney	Legal Assistant II.0022.001100.	15451	$ 48,541.50	4.00%	$ 1,941.66	$ 50,483.16		MERIT	13-Oct-23
County Attorney	Digital Evidence Tech.0023.001100.	13683	$ 54,769.71	4.00%	$ 2,190.79	$ 56,960.50		MERIT	13-Oct-23
County Attorney	Digital Evidence Tech.0024.001100.	14719	$ 55,398.14	4.00%	$ 2,215.93	$ 57,614.07		MERIT	13-Oct-23
County Attorney	Digital Evidence Tech.0025.001100.	15616	$ 60,792.78	4.00%	$ 2,431.71	$ 63,224.49		MERIT	13-Oct-23
County Attorney	Chief Victim Asst Coord.0027.001100.	16109	$ 54,243.28	4.00%	$ 2,169.73	$ 56,413.01		MERIT	13-Oct-23
County Attorney	Chief Office Administrator.0028.001100.	03381	$ 86,461.70	4.00%	$ 3,458.47	$ 89,920.17		MERIT	13-Oct-23
County Attorney	Executive Assistant.0029.001100.	02273	$ 86,847.02	4.00%	$ 3,473.88	$ 90,320.90		MERIT	13-Oct-23
County Attorney	Legal Assistant I.0030.001100.	16533	$ 42,003.25	4.00%	$ 1,680.13	$ 43,683.38		MERIT	13-Oct-23
County Attorney	Criminal Division Director.0032.001100.	16047	$ 110,714.50	4.00%	$ 4,428.58	$ 115,143.08		MERIT	13-Oct-23
County Attorney	Attorney II.0033.001100.	15902	$ 86,526.70	4.00%	$ 3,461.07	$ 89,987.77		MERIT	13-Oct-23
County Attorney	Lead Attorney.0035.001100.	14077	$ 99,350.68	4.00%	$ 3,974.03	$ 103,324.71		MERIT	13-Oct-23
County Attorney	Criminal Division Director.0036.001100.	15744	$ 116,217.40	6.00%	$ 6,973.04	$ 123,190.44		MERIT	13-Oct-23
County Attorney	Attorney II.0037.001100.	16024	$ 86,526.70	4.00%	$ 3,461.07	$ 89,987.77		MERIT	13-Oct-23
County Attorney	Civil Attorney.0041.001100.	10637	$ 113,455.16	4.00%	$ 4,538.21	$ 117,993.37		MERIT	13-Oct-23
County Attorney	Juvenile Division Director.0044.001100.	04843	$ 122,819.58	4.00%	$ 4,912.78	$ 127,732.36		MERIT	13-Oct-23
County Attorney	Family Division Director.0045.001100.	16220	$ 116,324.26	4.00%	$ 4,652.97	$ 120,977.23		MERIT	13-Oct-23
County Attorney	CA Civil Division Chief.0046.001100.	15777	$ 124,670.52	4.00%	$ 4,986.82	$ 129,657.34		MERIT	13-Oct-23
County Attorney	Chief Investigator.0050.001100.	10432	$ 134,983.42	4.00%	$ 5,399.34	$ 140,382.76		MERIT	13-Oct-23
County Attorney	CA First Assistant.0066.001100.	15589	$ 159,734.90	7.00%	$ 11,181.44	$ 170,916.34		MERIT	13-Oct-23
County Attorney	Criminal Division Chief.0067.001100.	15331	$ 133,397.94	7.00%	$ 9,337.86	$ 142,735.80		MERIT	13-Oct-23
County Attorney	Legal Assistant II.0938.001100.	15445	$ 48,706.26	4.00%	$ 1,948.25	$ 50,654.51		MERIT	13-Oct-23
County Attorney	Sr Administrative Spec.0961.001100.	14553	$ 44,128.64	4.00%	$ 1,765.15	$ 45,893.79		MERIT	13-Oct-23
County Attorney	Chief Legal Assistant.1631.001100.	11237	$ 55,397.94	4.00%	$ 2,215.92	$ 57,613.86		MERIT	13-Oct-23
County Attorney	Attorney I.1632.001100.	14467	$ 79,948.70	4.00%	$ 3,197.95	$ 83,146.65		MERIT	13-Oct-23
County Attorney	Legal Assistant II.1718.001100.	10145	$ 49,094.72	4.00%	$ 1,963.79	$ 51,058.51		MERIT	13-Oct-23
County Attorney	CA Evidence Director NEW.1720.001100.	12981	$ 78,113.88	4.00%	$ 3,124.56	$ 81,238.44		MERIT	13-Oct-23
County Attorney	Civil Attorney.1721.001100.	16017	$ 105,394.90	4.00%	$ 4,215.80	$ 109,610.70		MERIT	13-Oct-23
County Attorney	Appellate Division Director.1802.001100.	13818	$ 108,347.20	7.00%	$ 7,584.30	$ 115,931.50		MERIT	13-Oct-23
County Attorney	Civil Attorney.1908.001100.	16428	$ 102,325.08	4.00%	$ 4,093.00	$ 106,418.08		MERIT	13-Oct-23
County Attorney	Legal Assistant II.1971.001100.	16441	$ 46,360.41	4.00%	$ 1,854.42	$ 48,214.83		MERIT	13-Oct-23
County Attorney	Mental Health Division Dir.2029.001100.	15745	$ 109,243.42	7.00%	$ 7,647.04	$ 116,890.46		MERIT	13-Oct-23
County Auditor	Accountant I.0623.001100.	14979	$ 55,870.36	5.00%	$ 2,793.52	$ 58,663.88		MERIT	13-Oct-23
County Auditor	Accountant I.0624.001100.	16429	$ 55,870.36	4.00%	$ 2,234.81	$ 58,105.17		MERIT	13-Oct-23
County Auditor	Accountant II.0625.001100.	12453	$ 83,017.74	3.00%	$ 2,490.53	$ 85,508.27		MERIT	13-Oct-23
County Auditor	Accountant II.0626.001100.	15893	$ 69,309.24	3.00%	$ 2,079.28	$ 71,388.52		MERIT	13-Oct-23
County Auditor	Accounting Specialist.0627.001100.	15835	$ 47,205.48	7.00%	$ 3,304.38	$ 50,509.86		MERIT	13-Oct-23
County Auditor	Accounts Payable Auditor.0628.001100.	15634	$ 48,715.18	4.00%	$ 1,948.61	$ 50,663.79		MERIT	13-Oct-23
County Auditor	Accounts Payable Auditor.0629.001100.	15462	$ 48,715.18	3.50%	$ 1,705.03	$ 50,420.21		MERIT	13-Oct-23
County Auditor	Accounts Payable Auditor.0630.001100.	16044	$ 48,172.28	3.00%	$ 1,445.17	$ 49,617.45		MERIT	13-Oct-23
County Auditor	Accounts Payable Auditor.0631.001100.	15419	$ 48,706.26	4.00%	$ 1,948.25	$ 50,654.51		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Auditor	Payroll/Operations Manager.0632.001100.	12684	$ 97,357.78	4.00%	$ 3,894.31	$ 101,252.09		MERIT	13-Oct-23
County Auditor	Accounts Payable Manager.0633.001100.	11215	$ 91,554.84	5.00%	$ 4,577.74	$ 96,132.58		MERIT	13-Oct-23
County Auditor	Asst Financial Director.0634.001100.	11152	$ 99,013.98	1.50%	$ 1,485.21	$ 100,499.19		MERIT	13-Oct-23
County Auditor	Contract Auditor.0637.001100.	13243	$ 70,911.10	4.00%	$ 2,836.44	$ 73,747.54		MERIT	13-Oct-23
County Auditor	Accountant II.0638.001100.	13788	$ 70,852.86	4.00%	$ 2,834.11	$ 73,686.97		MERIT	13-Oct-23
County Auditor	Financial Director.0640.001100.	16425	$ 111,239.96	4.00%	$ 4,449.60	$ 115,689.56		MERIT	13-Oct-23
County Auditor	Internal Auditor I.0642.001100.	16445	$ 59,083.70	2.50%	$ 1,477.09	$ 60,560.79		MERIT	13-Oct-23
County Auditor	Internal Auditor II.0645.001100.	15093	$ 71,589.70	4.00%	$ 2,863.59	$ 74,453.29		MERIT	13-Oct-23
County Auditor	Accounts Payable Specialist.0647.001100.	13026	$ 51,079.95	2.50%	$ 1,277.00	$ 52,356.95		MERIT	13-Oct-23
County Auditor	Payroll Lead.0648.001100.	12969	$ 74,141.87	4.00%	$ 2,965.67	$ 77,107.54		MERIT	13-Oct-23
County Auditor	Payroll Specialist.0649.001100.	13455	$ 61,551.73	4.00%	$ 2,462.07	$ 64,013.80		MERIT	13-Oct-23
County Auditor	Payroll/AP Auditor.1749.001100.	11632	$ 58,622.49	4.00%	$ 2,344.90	$ 60,967.39		MERIT	13-Oct-23
County Auditor	Accounts Payable Lead.1750.001100.	13318	$ 60,535.03	4.00%	$ 2,421.40	$ 62,956.43		MERIT	13-Oct-23
County Auditor	Accountant II.1761.001100.	13022	$ 63,383.06	3.00%	$ 1,901.49	$ 65,284.55		MERIT	13-Oct-23
County Auditor	Senior Accountant.2031.001100.	13351	$ 82,540.90	7.00%	$ 5,777.86	$ 88,318.76		MERIT	13-Oct-23
County Auditor	Accounts Payable Auditor.2032.001100.	14527	$ 46,769.22	3.00%	$ 1,403.08	$ 48,172.30		MERIT	13-Oct-23
County Clerk	Deputy County Clerk.0650.001100.	13663	$ 41,932.03	4.00%	$ 1,677.28	$ 43,609.31		MERIT	13-Oct-23
County Clerk	Deputy County Clerk.0651.001100.	15680	$ 42,607.07	5.00%	$ 2,130.35	$ 44,737.42		MERIT	13-Oct-23
County Clerk	Division Supervisor.0652.001100.	14525	$ 65,889.46	4.00%	$ 2,635.58	$ 68,525.04		MERIT	13-Oct-23
County Clerk	Chief Deputy County Clerk.0653.001100.	12941	$ 80,999.88	4.00%	$ 3,240.00	$ 84,239.88		MERIT	13-Oct-23
County Clerk	Deputy County Clerk.0655.001100.	14982	$ 43,634.26	3.00%	$ 1,309.03	$ 44,943.29		MERIT	13-Oct-23
County Clerk	Deputy County Clerk.0656.001100.	16239	$ 41,700.82	4.00%	$ 1,668.03	$ 43,368.85		MERIT	13-Oct-23
County Clerk	Deputy County Clerk.0657.001100.	15795	$ 42,843.32	3.00%	$ 1,285.30	$ 44,128.62		MERIT	13-Oct-23
County Clerk	Deputy County Clerk.0658.001100.	16562	$ 39,981.83	4.00%	$ 1,599.27	$ 41,581.10		MERIT	13-Oct-23
County Clerk	Division Coordinator.0659.001100.	13187	$ 61,001.30	4.00%	$ 2,440.05	$ 63,441.35		MERIT	13-Oct-23
County Clerk Archives	Deputy County Clerk.0660.001100.	16073	$ 39,900.00	2.00%	$ 798.00	$ 40,698.00		MERIT	13-Oct-23
County Clerk Archives	Deputy County Clerk.0661.001100.	13417	$ 42,777.86	4.00%	$ 1,711.11	$ 44,488.97		MERIT	13-Oct-23
County Clerk Archives	Deputy County Clerk.0662.001100.	13176	$ 43,300.82	4.00%	$ 1,732.03	$ 45,032.85		MERIT	13-Oct-23
County Clerk Archives	Deputy County Clerk.0663.001100.	14486	$ 43,559.71	4.00%	$ 1,742.39	$ 45,302.10		MERIT	13-Oct-23
County Clerk Archives	Division Coordinator.0664.001100.	13813	$ 58,766.34	3.00%	$ 1,762.99	$ 60,529.33		MERIT	13-Oct-23
County Clerk Archives	Deputy County Clerk.2071.001100.	16563	$ 39,446.53	2.00%	$ 788.93	$ 40,235.46		MERIT	13-Oct-23
County Clerk Judicial	Division Supervisor.0665.001100.	16086	$ 66,885.00	2.00%	$ 1,337.70	$ 68,222.70		MERIT	13-Oct-23
County Clerk Judicial	Division Supervisor.0666.001100.	12201	$ 76,565.58	4.00%	$ 3,062.62	$ 79,628.20		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0667.001100.	15523	$ 44,118.94	4.00%	$ 1,764.76	$ 45,883.70		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0669.001100.	16203	$ 43,683.37	4.00%	$ 1,747.33	$ 45,430.70		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0670.001100.	05822	$ 51,028.66	4.00%	$ 2,041.15	$ 53,069.81		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0671.001100.	13175	$ 45,348.31	4.00%	$ 1,813.93	$ 47,162.24		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0672.001100.	16408	$ 42,329.91	4.00%	$ 1,693.20	$ 44,023.11		MERIT	13-Oct-23
County Clerk Judicial	Assistant Supervisor.0673.001100.	10529	$ 65,556.61	4.00%	$ 2,622.26	$ 68,178.87		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0674.001100.	15279	$ 42,998.65	4.00%	$ 1,719.95	$ 44,718.60		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Clerk Judicial	Deputy County Clerk.0675.001100.	12075	$ 51,785.07	4.00%	$ 2,071.40	$ 53,856.47		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0676.001100.	16470	$ 43,263.36	4.00%	$ 1,730.53	$ 44,993.89		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0677.001100.	16223	$ 42,693.00	4.00%	$ 1,707.72	$ 44,400.72		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0678.001100.	16596	$ 40,693.74	4.00%	$ 1,627.75	$ 42,321.49		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0679.001100.	12983	$ 45,765.47	4.00%	$ 1,830.62	$ 47,596.09		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0680.001100.	13692	$ 43,260.01	4.00%	$ 1,730.40	$ 44,990.41		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0681.001100.	14782	$ 46,127.99	4.00%	$ 1,845.12	$ 47,973.11		MERIT	13-Oct-23
County Clerk Judicial	Deputy County Clerk.0682.001100.	14139	$ 42,003.25	5.00%	$ 2,100.16	$ 44,103.41		MERIT	13-Oct-23
County Clerk Judicial	Financial Specialist.0685.001100.	11529	$ 51,711.59	4.00%	$ 2,068.46	$ 53,780.05		MERIT	13-Oct-23
County Clerk Judicial	Assistant Supervisor.1904.001100.	14492	$ 54,223.19	4.00%	$ 2,168.93	$ 56,392.12		MERIT	13-Oct-23
County Clerk Records	Deputy County Clerk.0684.001100.	15911	$ 43,262.27	4.00%	$ 1,730.49	$ 44,992.76		MERIT	13-Oct-23
County Clerk Records	Deputy County Clerk.0686.001100.	15517	$ 43,263.36	4.00%	$ 1,730.53	$ 44,993.89		MERIT	13-Oct-23
County Clerk Records	Assistant Supervisor.0689.001100.	11403	$ 54,223.17	4.00%	$ 2,168.93	$ 56,392.10		MERIT	13-Oct-23
County Clerk Records	Deputy County Clerk.0690.001100.	11921	$ 46,473.67	4.00%	$ 1,858.95	$ 48,332.62		MERIT	13-Oct-23
County Clerk Records	Deputy County Clerk.0691.001100.	14257	$ 40,717.56	3.00%	$ 1,221.53	$ 41,939.09		MERIT	13-Oct-23
County Clerk Records	Deputy County Clerk.0692.001100.	15308	$ 39,586.04	4.00%	$ 1,583.44	$ 41,169.48		MERIT	13-Oct-23
County Clerk Records	Deputy County Clerk.0693.001100.	15769	$ 40,825.64	4.00%	$ 1,633.03	$ 42,458.67		MERIT	13-Oct-23
County Clerk Records	Deputy County Clerk.0694.001100.	14308	$ 43,735.20	4.00%	$ 1,749.41	$ 45,484.61		MERIT	13-Oct-23
County Clerk Records	Assistant Supervisor.0695.001100.	11262	$ 59,655.44	4.00%	$ 2,386.22	$ 62,041.66		MERIT	13-Oct-23
County Clerk Records	Deputy County Clerk.2072.001100.	16366	$ 39,446.53	4.00%	$ 1,577.86	$ 41,024.39		MERIT	13-Oct-23
County Clerk Records	Deputy County Clerk.2073.001100.	16066	$ 39,446.53	4.00%	$ 1,577.86	$ 41,024.39		MERIT	13-Oct-23
County Court at Law 1	County Court Reporter.0698.001100.	15374	$ 125,580.04	5.00%	$ 6,279.00	$ 131,859.04		MERIT	13-Oct-23
County Court at Law 2	Senior Court Administrator.0701.001100.	13860	$ 77,432.42	7.00%	$ 5,420.27	$ 82,852.69		MERIT	13-Oct-23
County Court at Law 2	County Court Reporter.0702.001100.	16040	$ 123,165.00	3.00%	$ 3,694.95	$ 126,859.95		MERIT	13-Oct-23
County Court at Law 2	Assistant Court Admin.0703.001100.	10387	$ 60,225.10	3.00%	$ 1,806.75	$ 62,031.85		MERIT	13-Oct-23
County Court at Law 3	Senior Court Administrator.0705.001100.	13204	$ 75,971.22	5.50%	$ 4,178.42	$ 80,149.64		MERIT	13-Oct-23
County Court at Law 3	County Court Reporter.0706.001100.	16571	$ 124,999.99	4.00%	$ 5,000.00	$ 129,999.99		MERIT	13-Oct-23
County Court at Law 3	Assistant Court Admin.0707.001100.	13219	$ 56,412.98	6.50%	$ 3,666.84	$ 60,079.82		MERIT	13-Oct-23
County Court at Law 4	Senior Court Administrator.0709.001100.	10608	$ 93,485.60	5.60%	$ 5,235.19	$ 98,720.79		MERIT	13-Oct-23
County Court at Law 4	County Court Reporter.0710.001100.	11416	$ 125,748.19	4.00%	$ 5,029.93	$ 130,778.12		MERIT	13-Oct-23
County Court at Law 4	Probate Auditor.0711.001100.	04267	$ 89,720.02	5.80%	$ 5,203.76	$ 94,923.78	$ 5,033.40	MERIT	13-Oct-23
County Court at Law 5	Assistant Court Admin.2021.001100.	12351	$ 54,600.00	7.00%	$ 3,822.00	$ 58,422.00		MERIT	13-Oct-23
County Court at Law 5	County Court Reporter.2022.001100.	16255	$ 120,750.00	2.98%	$ 3,598.35	$ 124,348.35		MERIT	13-Oct-23
County Court at Law 5	Court Administrator.2023.001100.	13524	$ 67,200.12	7.00%	$ 4,704.01	$ 71,904.13		MERIT	13-Oct-23
County Judge	Chief of Staff.0714.001100.	11355	$ 85,544.42	4.00%	$ 3,421.78	$ 88,966.20		MERIT	13-Oct-23
County Judge	Office Administrator.0718.001100.	14307	$ 72,490.08	4.00%	$ 2,899.60	$ 75,389.68		MERIT	13-Oct-23
County Judge	Information Aide.1901.001100.	13448	$ 34,741.18	4.00%	$ 1,389.65	$ 36,130.83		MERIT	13-Oct-23
County Judge	PT Information Aide.9998.001101.	15687	$ 25,218.69	4.00%	$ 1,008.75	$ 26,227.44		MERIT	13-Oct-23
County Judge	PT Information Aide.9999.001101.	16453	$ 24,701.04	4.00%	$ 988.04	$ 25,689.08		MERIT	13-Oct-23
County Treasurer	Treasurer Specialist.0721.001100.	16437	$ 46,342.40	5.00%	$ 2,317.12	$ 48,659.52		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Treasurer	Financial Specialist.0723.001100.	13102	$ 54,337.57	5.00%	$ 2,716.88	$ 57,054.45		MERIT	13-Oct-23
County Treasurer	Treasurer Specialist.0724.001100.	12458	$ 43,700.20	4.00%	$ 1,748.01	$ 45,448.21		MERIT	13-Oct-23
County Treasurer	First Assistant Treasurer.0725.001100.	14591	$ 79,745.90	5.00%	$ 3,987.30	$ 83,733.20		MERIT	13-Oct-23
District Clerk	Assistant Chief Deputy.0735.001100.	12100	$ 65,567.06	6.00%	$ 3,934.02	$ 69,501.08		MERIT	13-Oct-23
District Clerk	Chief Deputy District Clerk.0736.001100.	03493	$ 95,791.80	4.00%	$ 3,831.67	$ 99,623.47		MERIT	13-Oct-23
District Clerk	Court Specialist.0738.001100.	11497	$ 48,584.93	2.00%	$ 971.70	$ 49,556.63		MERIT	13-Oct-23
District Clerk	Deputy District Clerk.0739.001100.	15642	$ 42,843.32	4.00%	$ 1,713.73	$ 44,557.05		MERIT	13-Oct-23
District Clerk	Court Specialist.0740.001100.	15649	$ 45,465.95	4.00%	$ 1,818.64	$ 47,284.59		MERIT	13-Oct-23
District Clerk	Court Specialist Lead.0741.001100.	11460	$ 49,570.56	4.00%	$ 1,982.82	$ 51,553.38		MERIT	13-Oct-23
District Clerk	Court Specialist.0742.001100.	13851	$ 47,881.87	4.00%	$ 1,915.27	$ 49,797.14		MERIT	13-Oct-23
District Clerk	Court Specialist.0744.001100.	15115	$ 44,653.67	4.00%	$ 1,786.15	$ 46,439.82		MERIT	13-Oct-23
District Clerk	Deputy District Clerk.0746.001100.	14493	$ 43,053.34	4.00%	$ 1,722.13	$ 44,775.47		MERIT	13-Oct-23
District Clerk	Deputy District Clerk.0748.001100.	15644	$ 42,003.25	4.00%	$ 1,680.13	$ 43,683.38		MERIT	13-Oct-23
District Clerk	Deputy District Clerk.0749.001100.	14895	$ 43,266.87	4.00%	$ 1,730.67	$ 44,997.54		MERIT	13-Oct-23
District Clerk	Deputy District Clerk.0750.001100.	15645	$ 42,003.25	4.00%	$ 1,680.13	$ 43,683.38		MERIT	13-Oct-23
District Clerk	Deputy District Clerk.0751.001100.	14375	$ 42,003.25	4.00%	$ 1,680.13	$ 43,683.38		MERIT	13-Oct-23
District Clerk	Court Specialist Lead.0752.001100.	13274	$ 49,722.94	4.00%	$ 1,988.92	$ 51,711.86		MERIT	13-Oct-23
District Clerk	Court Specialist Lead.0753.001100.	11165	$ 53,633.38	4.00%	$ 2,145.34	$ 55,778.72		MERIT	13-Oct-23
District Clerk	Deputy District Clerk.0757.001100.	16597	$ 42,003.25	4.00%	$ 1,680.13	$ 43,683.38		MERIT	13-Oct-23
District Clerk	Deputy District Clerk.1798.001100.	11476	$ 46,951.69	4.00%	$ 1,878.07	$ 48,829.76		MERIT	13-Oct-23
District Clerk	Court Specialist.2027.001100.	16293	$ 44,141.70	4.00%	$ 1,765.67	$ 45,907.37		MERIT	13-Oct-23
Elections	Training Specialist.0764.001100.	15664	$ 43,618.20	4.00%	$ 1,744.73	$ 45,362.93		MERIT	13-Oct-23
Elections	Data Coordinator.0765.001100.	16139	$ 48,700.56	3.50%	$ 1,704.52	$ 50,405.08		MERIT	13-Oct-23
Elections	Voting System Analyst.0767.001100.	11959	$ 58,795.76	4.00%	$ 2,351.83	$ 61,147.59		MERIT	13-Oct-23
Elections	Polling Coordinator.0768.001100.	15067	$ 43,618.20	4.00%	$ 1,744.73	$ 45,362.93		MERIT	13-Oct-23
Elections	Operations Supervisor.0769.001100.	15447	$ 56,369.04	4.00%	$ 2,254.76	$ 58,623.80		MERIT	13-Oct-23
Elections	Sr Administrative Spec.0772.001100.	16505	$ 38,959.86	3.50%	$ 1,363.60	$ 40,323.46		MERIT	13-Oct-23
Elections	Field Supervisor.0773.001100.	15595	$ 54,637.18	4.00%	$ 2,185.49	$ 56,822.67		MERIT	13-Oct-23
Elections	Operations Specialist.1804.001100.	15958	$ 43,618.20	3.00%	$ 1,308.55	$ 44,926.75		MERIT	13-Oct-23
Elections	Elections Specialist.2030.001100.	14794	$ 41,454.40	3.50%	$ 1,450.90	$ 42,905.30		MERIT	13-Oct-23
Elections	PT Operations Clerk.9954.001101.	13752	$ 28,900.35	3.50%	$ 1,011.51	$ 29,911.86		MERIT	13-Oct-23
Elections	PT Finance Assistant.9955.001101.	14530	$ 31,777.12	4.00%	$ 1,271.08	$ 33,048.20		MERIT	13-Oct-23
Elections	PT Voter Registration Asst.9972.001101.	16263	$ 25,376.83	4.00%	$ 1,015.07	$ 26,391.90		MERIT	13-Oct-23
Emergency Management	Deputy Dir Emergency Mgmt.0776.001100.	15283	$ 104,216.32	5.00%	$ 5,210.82	$ 109,427.14		MERIT	13-Oct-23
Emergency Management	Emergency Mgmt Spec.1793.001100.	15028	$ 83,402.02	4.00%	$ 3,336.08	$ 86,738.10		MERIT	13-Oct-23
Emergency Medical Services	Support Services Manager N.0778.001100.	13413	$ 85,482.28	5.00%	$ 4,274.11	$ 89,756.39		MERIT	13-Oct-23
Emergency Medical Services	Director of EMS.0779.001100.	02593	$ 162,520.54	5.00%	$ 8,126.03	$ 170,646.57	$ 8,125.84	MERIT	13-Oct-23
Emergency Medical Services	EMS Compliance Officer.0780.001100.	03677	$ 112,561.02	5.00%	$ 5,628.05	$ 118,189.07	$ 3,090.06	MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0781.001100.	11489	$ 60,382.40	4.50%	$ 2,717.21	$ 63,099.61		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0782.001100.	13650	$ 51,604.80	4.50%	$ 2,322.22	$ 53,927.02		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Emergency Medical Services	EMS Lieutenant.0783.001100.	13827	$ 51,604.80	4.50%	$ 2,322.22	$ 53,927.02		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0784.001100.	12620	$ 56,825.60	4.00%	$ 2,273.02	$ 59,098.62		MERIT	13-Oct-23
Emergency Medical Services	EMS Ops Division Commander.0785.001100.	03649	$ 137,921.16	4.00%	$ 5,516.85	$ 143,438.01	$ 3,234.17	MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0786.001100.	12625	$ 56,381.98	4.50%	$ 2,537.19	$ 58,919.17		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0787.001100.	15735	$ 46,739.97	4.00%	$ 1,869.60	$ 48,609.57		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0788.001100.	13834	$ 54,223.17	3.50%	$ 1,897.81	$ 56,120.98		MERIT	13-Oct-23
Emergency Medical Services	EMS Comdr Logistics.0789.001100.	14146	$ 104,583.70	5.00%	$ 5,229.19	$ 109,812.89		MERIT	13-Oct-23
Emergency Medical Services	EMS Field Commander.0790.001100.	03579	$ 78,818.60	4.00%	$ 3,152.74	$ 81,971.34		MERIT	13-Oct-23
Emergency Medical Services	EMS Field Commander.0791.001100.	02962	$ 80,082.91	4.00%	$ 3,203.32	$ 83,286.23		MERIT	13-Oct-23
Emergency Medical Services	EMS Field Commander.0792.001100.	02834	$ 80,784.72	4.00%	$ 3,231.39	$ 84,016.11		MERIT	13-Oct-23
Emergency Medical Services	EMS Field Commander.0793.001100.	10770	$ 86,203.46	4.00%	$ 3,448.14	$ 89,651.60		MERIT	13-Oct-23
Emergency Medical Services	EMS Field Commander.0794.001100.	04527	$ 75,077.58	4.00%	$ 3,003.10	$ 78,080.68		MERIT	13-Oct-23
Emergency Medical Services	EMS Field Commander.0795.001100.	02079	$ 86,203.46	4.00%	$ 3,448.14	$ 89,651.60		MERIT	13-Oct-23
Emergency Medical Services	EMS Clinical Div Commander.0797.001100.	04006	$ 127,274.16	4.00%	$ 5,090.97	$ 132,365.13		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0798.001100.	12821	$ 55,229.68	4.00%	$ 2,209.19	$ 57,438.87		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0799.001100.	11487	$ 60,077.47	4.00%	$ 2,403.10	$ 62,480.57		MERIT	13-Oct-23
Emergency Medical Services	Demand Paramedic.0800.001100.	15169	$ 63,648.15	4.00%	$ 2,545.93	$ 66,194.08		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0801.001100.	12915	$ 56,933.45	5.00%	$ 2,846.67	$ 59,780.12		MERIT	13-Oct-23
Emergency Medical Services	Sr Medical Officer.0802.001100.	03432	$ 69,463.83	4.00%	$ 2,778.55	$ 72,242.38		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0803.001100.	10315	$ 67,936.38	4.00%	$ 2,717.46	$ 70,653.84		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0804.001100.	04756	$ 66,984.65	4.17%	$ 2,793.26	$ 69,777.91		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0805.001100.	12218	$ 66,604.18	4.50%	$ 2,997.19	$ 69,601.37		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0806.001100.	03790	$ 65,640.99	4.00%	$ 2,625.64	$ 68,266.63		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0807.001100.	12354	$ 59,176.33	4.00%	$ 2,367.05	$ 61,543.38		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.0808.001100.	12616	$ 57,470.40	4.50%	$ 2,586.17	$ 60,056.57		MERIT	13-Oct-23
Emergency Medical Services	EMS Outreach Coordinator.0809.001100.	13532	$ 64,462.82	4.00%	$ 2,578.51	$ 67,041.33		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0811.001100.	11098	$ 54,699.76	4.00%	$ 2,187.99	$ 56,887.75		MERIT	13-Oct-23
Emergency Medical Services	Demand Paramedic.0812.001100.	11805	$ 73,695.11	4.00%	$ 2,947.80	$ 76,642.91		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0814.001100.	14345	$ 47,655.65	4.50%	$ 2,144.50	$ 49,800.15		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0815.001100.	04758	$ 59,135.40	4.00%	$ 2,365.42	$ 61,500.82		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0816.001100.	12356	$ 53,870.40	4.50%	$ 2,424.17	$ 56,294.57		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0817.001100.	15164	$ 46,739.97	4.50%	$ 2,103.30	$ 48,843.27		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0819.001100.	15732	$ 46,531.22	4.00%	$ 1,861.25	$ 48,392.47		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0820.001100.	15846	$ 45,822.73	3.67%	$ 1,681.69	$ 47,504.42		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0821.001100.	15467	$ 47,197.40	4.00%	$ 1,887.90	$ 49,085.30		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0822.001100.	16134	$ 45,822.73	4.00%	$ 1,832.91	$ 47,655.64		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0823.001100.	16135	$ 45,822.73	4.00%	$ 1,832.91	$ 47,655.64		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0827.001100.	16138	$ 45,600.28	4.00%	$ 1,824.01	$ 47,424.29		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0828.001100.	15974	$ 45,822.73	4.00%	$ 1,832.91	$ 47,655.64		MERIT	13-Oct-23
Emergency Medical Services	Sr Medical Officer.0829.001100.	12901	$ 54,623.15	4.50%	$ 2,458.04	$ 57,081.19		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Emergency Medical Services	Sr Medical Officer.0831.001100.	10232	$ 53,934.40	4.50%	$ 2,427.05	$ 56,361.45		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0832.001100.	15975	$ 45,711.49	3.67%	$ 1,677.61	$ 47,389.10		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0833.001100.	12062	$ 52,561.60	3.33%	$ 1,750.30	$ 54,311.90		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0835.001100.	15977	$ 45,600.28	4.00%	$ 1,824.01	$ 47,424.29		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0836.001100.	10714	$ 56,242.74	4.00%	$ 2,249.71	$ 58,492.45		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0837.001100.	13647	$ 46,739.97	3.67%	$ 1,715.36	$ 48,455.33		MERIT	13-Oct-23
Emergency Medical Services	EMS Captain.0838.001100.	10316	$ 93,691.00	4.00%	$ 3,747.64	$ 97,438.64		MERIT	13-Oct-23
Emergency Medical Services	Sr Medical Officer.0841.001100.	10909	$ 61,869.83	4.50%	$ 2,784.14	$ 64,653.97		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0843.001100.	13063	$ 49,833.72	3.33%	$ 1,659.46	$ 51,493.18		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0844.001100.	16132	$ 45,711.49	4.00%	$ 1,828.46	$ 47,539.95		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0846.001100.	03863	$ 59,292.19	4.00%	$ 2,371.69	$ 61,663.88		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0847.001100.	13075	$ 48,429.06	4.50%	$ 2,179.31	$ 50,608.37		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0848.001100.	13648	$ 47,197.40	4.00%	$ 1,887.90	$ 49,085.30		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0852.001100.	10085	$ 59,680.67	4.00%	$ 2,387.23	$ 62,067.90		MERIT	13-Oct-23
Emergency Medical Services	Demand Paramedic.0855.001100.	11900	$ 72,463.29	4.00%	$ 2,898.53	$ 75,361.82		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0856.001100.	15734	$ 46,739.97	4.00%	$ 1,869.60	$ 48,609.57		MERIT	13-Oct-23
Emergency Medical Services	Emergency Medical Tech.0857.001100.	15966	$ 37,648.00	0.33%	$ 124.24	$ 37,772.24		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0859.001100.	15847	$ 45,822.73	4.00%	$ 1,832.91	$ 47,655.64		MERIT	13-Oct-23
Emergency Medical Services	Sr Medical Officer.0861.001100.	13646	$ 53,672.24	4.50%	$ 2,415.25	$ 56,087.49		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0863.001100.	12917	$ 49,366.99	3.67%	$ 1,811.77	$ 51,178.76		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0864.001100.	14688	$ 46,739.97	4.50%	$ 2,103.30	$ 48,843.27		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0866.001100.	14687	$ 46,426.85	4.00%	$ 1,857.07	$ 48,283.92		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0867.001100.	15978	$ 45,822.73	4.00%	$ 1,832.91	$ 47,655.64		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0870.001100.	16272	$ 44,488.81	4.00%	$ 1,779.55	$ 46,268.36		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0871.001100.	13835	$ 46,439.97	3.67%	$ 1,704.35	$ 48,144.32		MERIT	13-Oct-23
Emergency Medical Services	Sr Medical Officer.0872.001100.	14542	$ 51,604.80	4.50%	$ 2,322.22	$ 53,927.02		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0873.001100.	11802	$ 53,611.46	4.00%	$ 2,144.46	$ 55,755.92		MERIT	13-Oct-23
Emergency Medical Services	Demand Paramedic.0878.001100.	15161	$ 63,648.15	4.00%	$ 2,545.93	$ 66,194.08		MERIT	13-Oct-23
Emergency Medical Services	Demand Paramedic.0881.001100.	14963	$ 63,496.80	4.00%	$ 2,539.87	$ 66,036.67		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0882.001100.	16137	$ 45,822.73	4.00%	$ 1,832.91	$ 47,655.64		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0883.001100.	15609	$ 46,739.97	4.00%	$ 1,869.60	$ 48,609.57		MERIT	13-Oct-23
Emergency Medical Services	Demand Paramedic.0884.001100.	12064	$ 70,262.40	3.67%	$ 2,578.63	$ 72,841.03		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0885.001100.	13826	$ 46,739.97	4.00%	$ 1,869.60	$ 48,609.57		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0887.001100.	11491	$ 56,042.02	4.50%	$ 2,521.89	$ 58,563.91		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0888.001100.	11906	$ 53,152.11	4.00%	$ 2,126.08	$ 55,278.19		MERIT	13-Oct-23
Emergency Medical Services	Demand Paramedic.0889.001100.	14686	$ 63,648.15	3.67%	$ 2,335.89	$ 65,984.04		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0891.001100.	14158	$ 47,151.08	4.00%	$ 1,886.04	$ 49,037.12		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0892.001100.	15848	$ 45,822.73	4.50%	$ 2,062.02	$ 47,884.75		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.0893.001100.	14689	$ 46,739.97	4.00%	$ 1,869.60	$ 48,609.57		MERIT	13-Oct-23
Emergency Medical Services	Scheduling Specialist.0897.001100.	11432	$ 63,522.47	4.00%	$ 2,540.90	$ 66,063.37	$ 2,540.90	MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Emergency Medical Services	EMS Clinical Commander.0898.001100.	10533	$ 106,068.56	5.00%	$ 5,303.43	$ 111,371.99		MERIT	13-Oct-23
Emergency Medical Services	Demand Paramedic.0899.001100.	12065	$ 78,672.71	3.00%	$ 2,360.18	$ 81,032.89		MERIT	13-Oct-23
Emergency Medical Services	Demand Paramedic.0900.001100.	15730	$ 69,576.00	4.00%	$ 2,783.04	$ 72,359.04		MERIT	13-Oct-23
Emergency Medical Services	Inventory Coordinator I.0901.001100.	16521	$ 44,470.40	4.00%	$ 1,778.82	$ 46,249.22		MERIT	13-Oct-23
Emergency Medical Services	Division Admin Manager.0902.001100.	05895	$ 102,956.88	5.00%	$ 5,147.84	$ 108,104.72		MERIT	13-Oct-23
Emergency Medical Services	Asst Office Administrator.0903.001100.	13147	$ 58,651.30	5.00%	$ 2,932.57	$ 61,583.87		MERIT	13-Oct-23
Emergency Medical Services	Demand Paramedic.1617.001100.	13275	$ 65,514.13	4.00%	$ 2,620.57	$ 68,134.70		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1618.001100.	15842	$ 45,822.73	3.67%	$ 1,681.69	$ 47,504.42		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1619.001100.	13829	$ 46,739.97	3.67%	$ 1,715.36	$ 48,455.33		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1620.001100.	12063	$ 50,157.99	3.00%	$ 1,504.74	$ 51,662.73		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1625.001100.	15844	$ 45,822.73	4.00%	$ 1,832.91	$ 47,655.64		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1626.001100.	12922	$ 49,611.91	4.00%	$ 1,984.48	$ 51,596.39		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1627.001100.	15465	$ 46,739.97	4.00%	$ 1,869.60	$ 48,609.57		MERIT	13-Oct-23
Emergency Medical Services	EMS Field Commander.1640.001100.	10831	$ 75,140.50	5.00%	$ 3,757.03	$ 78,897.53		MERIT	13-Oct-23
Emergency Medical Services	EMS Field Commander.1641.001100.	10086	$ 72,260.09	4.00%	$ 2,890.40	$ 75,150.49		MERIT	13-Oct-23
Emergency Medical Services	EMS Captain.1652.001100.	11659	$ 109,573.62	5.00%	$ 5,478.68	$ 115,052.30	$ 5,478.60	MERIT	13-Oct-23
Emergency Medical Services	EMS Field Commander.1653.001100.	12358	$ 63,578.63	5.00%	$ 3,178.93	$ 66,757.56		MERIT	13-Oct-23
Emergency Medical Services	EMS Captain.1654.001100.	12357	$ 98,576.92	4.00%	$ 3,943.08	$ 102,520.00		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1828.001100.	10716	$ 58,678.15	4.00%	$ 2,347.13	$ 61,025.28		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1829.001100.	14549	$ 47,193.76	4.50%	$ 2,123.72	$ 49,317.48		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1831.001100.	15981	$ 45,822.73	4.00%	$ 1,832.91	$ 47,655.64		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1832.001100.	14543	$ 47,193.76	1.00%	$ 471.94	$ 47,665.70		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1833.001100.	15736	$ 46,739.97	4.00%	$ 1,869.60	$ 48,609.57		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1926.001100.	15163	$ 46,739.97	4.50%	$ 2,103.30	$ 48,843.27		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1928.001100.	15466	$ 46,739.97	4.50%	$ 2,103.30	$ 48,843.27		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1929.001100.	15166	$ 46,739.97	4.50%	$ 2,103.30	$ 48,843.27		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1930.001100.	15167	$ 47,193.76	4.50%	$ 2,123.72	$ 49,317.48		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1931.001100.	15982	$ 44,488.08	4.00%	$ 1,779.52	$ 46,267.60		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1980.001100.	15963	$ 45,711.49	4.00%	$ 1,828.46	$ 47,539.95		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1981.001100.	15964	$ 45,822.73	4.00%	$ 1,832.91	$ 47,655.64		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1982.001100.	15965	$ 45,822.73	3.83%	$ 1,755.01	$ 47,577.74		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1984.001100.	15967	$ 45,711.49	4.00%	$ 1,828.46	$ 47,539.95		MERIT	13-Oct-23
Emergency Medical Services	EMS Paramedic.1985.001100.	15968	$ 45,822.73	4.00%	$ 1,832.91	$ 47,655.64		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.1986.001100.	12454	$ 57,021.52	4.50%	$ 2,565.97	$ 59,587.49		MERIT	13-Oct-23
Emergency Medical Services	EMS Captain.2043.001100.	13067	$ 91,942.50	4.00%	$ 3,677.70	$ 95,620.20		MERIT	13-Oct-23
Emergency Medical Services	EMS Lieutenant.2044.001100.	14348	$ 51,604.80	4.50%	$ 2,322.22	$ 53,927.02		MERIT	13-Oct-23
Emergency Medical Services	PT Sr Administrative Spec.9949.001101.	14765	$ 27,820.20	4.00%	$ 1,112.81	$ 28,933.01		MERIT	13-Oct-23
Emergency Services Dept.	Administrative Manager.1747.001100.	14981	$ 83,044.52	5.00%	$ 4,152.23	$ 87,196.75		MERIT	13-Oct-23
Emergency Services Dept.	Coordinator.1766.001100.	13502	$ 47,608.54	2.00%	$ 952.17	$ 48,560.71		MERIT	13-Oct-23
Emergency Services Dept.	Project Manager II.1941.001100.	11259	$ 77,448.02	5.00%	$ 3,872.40	$ 81,320.42		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Extension Service	Administrative Specialist.0908.001100.	16286	$ 34,906.54	5.00%	$ 1,745.33	$ 36,651.87		MERIT	13-Oct-23
Extension Service	Administrative Specialist.0909.001100.	15500	$ 36,571.62	5.00%	$ 1,828.58	$ 38,400.20		MERIT	13-Oct-23
Extension Service	Sr Administrative Spec.0910.001100.	14368	$ 43,680.81	5.00%	$ 2,184.04	$ 45,864.85		MERIT	13-Oct-23
Extension Service	Volunteer Coordinator.2058.001100.	16304	$ 45,736.16	5.00%	$ 2,286.81	$ 48,022.97		MERIT	13-Oct-23
Facilities Management	Division Director II.0223.001100.	16319	$ 92,292.98	5.00%	$ 4,614.65	$ 96,907.63		MERIT	13-Oct-23
Facilities Management	Senior Contract Coordinator.0224.001100.	14581	$ 81,529.76	4.50%	$ 3,668.84	$ 85,198.60		MERIT	13-Oct-23
Facilities Management	Senior HVAC Tech.0225.001100.	14959	$ 59,363.20	4.00%	$ 2,374.53	$ 61,737.73		MERIT	13-Oct-23
Facilities Management	Gen Maintenance Supervisor.0227.001100.	15638	$ 57,910.06	4.00%	$ 2,316.40	$ 60,226.46		MERIT	13-Oct-23
Facilities Management	General Maintenance Tech II.0229.001100.	13018	$ 50,717.41	5.50%	$ 2,789.46	$ 53,506.87		MERIT	13-Oct-23
Facilities Management	Access Control Supervisor.0230.001100.	13369	$ 68,836.82	4.50%	$ 3,097.66	$ 71,934.48		MERIT	13-Oct-23
Facilities Management	Inventory Coordinator II.0231.001100.	16248	$ 51,161.24	5.50%	$ 2,813.87	$ 53,975.11		MERIT	13-Oct-23
Facilities Management	General Maintenance Tech II.0233.001100.	15996	$ 44,141.70	4.00%	$ 1,765.67	$ 45,907.37		MERIT	13-Oct-23
Facilities Management	General Maintenance Tech II.0234.001100.	13465	$ 47,485.19	4.00%	$ 1,899.41	$ 49,384.60		MERIT	13-Oct-23
Facilities Management	Division Director I.0236.001100.	04507	$ 87,847.50	5.00%	$ 4,392.38	$ 92,239.88		MERIT	13-Oct-23
Facilities Management	General Maintenance Tech II.0237.001100.	05630	$ 50,017.64	6.00%	$ 3,001.06	$ 53,018.70		MERIT	13-Oct-23
Facilities Management	Gen Maintenance Supervisor.0239.001100.	16639	$ 56,488.38	2.00%	$ 1,129.77	$ 57,618.15		MERIT	13-Oct-23
Facilities Management	Lead Gen Maintenance Tech.0240.001100.	13208	$ 50,186.80	5.00%	$ 2,509.34	$ 52,696.14		MERIT	13-Oct-23
Facilities Management	Senior Project Manager.0243.001100.	15569	$ 100,324.64	4.00%	$ 4,012.99	$ 104,337.63		MERIT	13-Oct-23
Facilities Management	Electrician Supervisor.0244.001100.	13462	$ 73,385.26	4.00%	$ 2,935.41	$ 76,320.67		MERIT	13-Oct-23
Facilities Management	Sr Director of Facilities.0245.001100.	12279	$ 154,799.06	4.00%	$ 6,191.96	$ 160,991.02		MERIT	13-Oct-23
Facilities Management	Asst Office Administrator.0247.001100.	13361	$ 62,840.42	4.50%	$ 2,827.82	$ 65,668.24		MERIT	13-Oct-23
Facilities Management	HVAC Supervisor.1630.001100.	13585	$ 65,629.72	4.00%	$ 2,625.19	$ 68,254.91		MERIT	13-Oct-23
Facilities Management	Building Systems Engineer.1724.001100.	13360	$ 89,097.84	4.00%	$ 3,563.91	$ 92,661.75		MERIT	13-Oct-23
Facilities Management	HVAC Tech II.1857.001100.	16335	$ 47,528.00	4.00%	$ 1,901.12	$ 49,429.12		MERIT	13-Oct-23
Facilities Management	County Architect.1919.001100.	15249	$ 118,167.40	4.00%	$ 4,726.70	$ 122,894.10		MERIT	13-Oct-23
Facilities Management	Senior Office Administrator.1921.001100.	15237	$ 59,899.84	5.00%	$ 2,994.99	$ 62,894.83		MERIT	13-Oct-23
Facilities Management	Senior Contract Coordinator.2038.001100.	16308	$ 68,018.08	4.50%	$ 3,060.81	$ 71,078.89		MERIT	13-Oct-23
Facilities Management	Planner I.2039.001100.	16623	$ 62,378.94	2.00%	$ 1,247.58	$ 63,626.52		MERIT	13-Oct-23
Fire Marshal Spec Ops-Hazmat	Deputy Hazmat Chief.0934.001100.	15810	$ 96,189.34	5.00%	$ 4,809.47	$ 100,998.81		MERIT	13-Oct-23
Fire Marshal Spec Ops-Hazmat	Fire Marshal.0937.001100.	15178	$ 118,453.92	5.00%	$ 5,922.70	$ 124,376.62		MERIT	13-Oct-23
Fire Marshal Spec Ops-Hazmat	Special Operations Captain.1812.001100.	16485	$ 79,903.24	5.00%	$ 3,995.16	$ 83,898.40		MERIT	13-Oct-23
Fire Marshal Spec Ops-Hazmat	Senior Office Administrator.2050.001100.	16318	$ 64,654.72	5.00%	$ 3,232.74	$ 67,887.46		MERIT	13-Oct-23
Fleet Services	Inventory Manager.0087.001100.	03013	$ 72,287.54	4.29%	$ 3,100.00	$ 75,387.54		MERIT	13-Oct-23
Fleet Services	Office Administrator.0916.001100.	15895	$ 59,353.32	4.21%	$ 2,500.00	$ 61,853.32		MERIT	13-Oct-23
Fleet Services	Inventory Specialist.0917.001100.	13106	$ 48,352.82	3.00%	$ 1,450.00	$ 49,802.82		MERIT	13-Oct-23
Fleet Services	Fleet Division Director.0918.001100.	14044	$ 87,668.10	4.22%	$ 3,700.00	$ 91,368.10		MERIT	13-Oct-23
Fleet Services	Inventory Coordinator I.0919.001100.	16552	$ 46,800.00	4.17%	$ 1,950.00	$ 48,750.00		MERIT	13-Oct-23
Fleet Services	Senior Service Technician.0921.001100.	10168	$ 67,904.66	4.81%	$ 3,265.00	$ 71,169.66		MERIT	13-Oct-23
Fleet Services	Paint & Body Tech I.0927.001100.	10424	$ 55,433.56	4.40%	$ 2,440.00	$ 57,873.56		MERIT	13-Oct-23
Fleet Services	Service Technician I.0929.001100.	15477	$ 49,753.27	4.40%	$ 2,190.00	$ 51,943.27		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Fleet Services	Service Technician I.0931.001100.	13718	$ 55,378.04	4.40%	$ 2,435.00	$ 57,813.04		MERIT	13-Oct-23
Fleet Services	Inventory Coordinator II.1188.001100.	13807	$ 53,597.88	4.40%	$ 2,360.00	$ 55,957.88		MERIT	13-Oct-23
Fleet Services	Service Technician I.1945.001100.	16468	$ 49,920.00	3.00%	$ 1,497.00	$ 51,417.00		MERIT	13-Oct-23
Georgetown	Adm Tech DPS.0248.001100.	10221	$ 46,988.87	5%	$ 2,349.44	$ 49,338.31	$ 2,077.67	MERIT	13-Oct-23
Human Resources	HR Generalist I.0001.001100.	13903	$ 57,585.06	4.00%	$ 2,303.40	$ 59,888.46		MERIT	13-Oct-23
Human Resources	Workforce Services Manager.0002.001100.	13392	$ 79,154.92	3.50%	$ 2,770.42	$ 81,925.34		MERIT	13-Oct-23
Human Resources	Senior HR Generalist.0003.001100.	12637	$ 75,713.30	3.50%	$ 2,649.97	$ 78,363.27		MERIT	13-Oct-23
Human Resources	Senior HR Generalist.0004.001100.	13000	$ 73,932.30	3.50%	$ 2,587.63	$ 76,519.93		MERIT	13-Oct-23
Human Resources	HR Generalist I.0005.001100.	15855	$ 58,725.42	4.00%	$ 2,349.02	$ 61,074.44		MERIT	13-Oct-23
Human Resources	HR Analyst I.0006.001100.	16028	$ 58,154.98	3.50%	$ 2,035.42	$ 60,190.40		MERIT	13-Oct-23
Human Resources	HR Admin Director.0007.001100.	12874	$ 106,135.90	3.50%	$ 3,714.76	$ 109,850.66		MERIT	13-Oct-23
Human Resources	HR Analyst II.0010.001100.	14406	$ 66,040.26	4.00%	$ 2,641.61	$ 68,681.87		MERIT	13-Oct-23
Human Resources	HR Generalist II.0084.001100.	15031	$ 62,923.38	4.00%	$ 2,516.94	$ 65,440.32		MERIT	13-Oct-23
Human Resources	Sr Director of HR.0942.001100.	10959	$ 149,380.14	7.00%	$ 10,456.61	$ 159,836.75		MERIT	13-Oct-23
Human Resources	Compensation Manager.1795.001100.	12844	$ 77,500.02	3.50%	$ 2,712.50	$ 80,212.52		MERIT	13-Oct-23
Human Resources	HR Generalist I.2000.001100.	16136	$ 58,725.16	4.00%	$ 2,349.01	$ 61,074.17		MERIT	13-Oct-23
Human Resources	HR Generalist II.2001.001100.	14940	$ 64,108.20	3.50%	$ 2,243.79	$ 66,351.99		MERIT	13-Oct-23
Human Resources	PT Sr HR Specialist.9922.001101.	15510	$ 36,660.99	3.50%	$ 1,283.13	$ 37,944.12		MERIT	13-Oct-23
Information Systems	IT Manager.0088.001100.	01358	$ 89,857.56	4.75%	$ 4,268.23	$ 94,125.79		MERIT	13-Oct-23
Information Systems	IT Specialist II.0113.001100.	11407	$ 76,106.53	4.00%	$ 3,044.26	$ 79,150.79		MERIT	13-Oct-23
Information Systems	IT Specialist I.0114.001100.	12546	$ 64,687.13	4.00%	$ 2,587.49	$ 67,274.62		MERIT	13-Oct-23
Information Systems	Warehouse Manager NEW.0726.001100.	11832	$ 61,306.44	4.75%	$ 2,912.06	$ 64,218.50		MERIT	13-Oct-23
Information Systems	Warehouse Specialist.0943.001100.	13391	$ 42,729.69	5.50%	$ 2,350.13	$ 45,079.82		MERIT	13-Oct-23
Information Systems	Analyst III.0944.001100.	05361	$ 100,201.66	4.50%	$ 4,509.07	$ 104,710.73		MERIT	13-Oct-23
Information Systems	Analyst III.0945.001100.	11552	$ 102,535.16	4.25%	$ 4,357.74	$ 106,892.90		MERIT	13-Oct-23
Information Systems	System Support Spec Lead.0947.001100.	14556	$ 62,943.17	4.25%	$ 2,675.08	$ 65,618.25		MERIT	13-Oct-23
Information Systems	Analyst II.0948.001100.	02752	$ 76,369.28	4.00%	$ 3,054.77	$ 79,424.05		MERIT	13-Oct-23
Information Systems	IT Director.0953.001100.	10531	$ 118,941.42	4.25%	$ 5,055.01	$ 123,996.43		MERIT	13-Oct-23
Information Systems	Network Engineer.0955.001100.	16410	$ 88,242.70	3.75%	$ 3,309.10	$ 91,551.80		MERIT	13-Oct-23
Information Systems	System Administrator II.0956.001100.	11933	$ 75,756.98	4.00%	$ 3,030.28	$ 78,787.26		MERIT	13-Oct-23
Information Systems	IT Director.0957.001100.	10409	$ 129,707.50	4.00%	$ 5,188.30	$ 134,895.80		MERIT	13-Oct-23
Information Systems	Senior Coordinator.0958.001100.	16380	$ 52,748.80	4.50%	$ 2,373.70	$ 55,122.50		MERIT	13-Oct-23
Information Systems	Chief Information Officer.0959.001100.	10605	$ 188,476.86	4.00%	$ 7,539.07	$ 196,015.93		MERIT	13-Oct-23
Information Systems	IT Manager II.0960.001100.	10471	$ 103,320.36	4.50%	$ 4,649.42	$ 107,969.78		MERIT	13-Oct-23
Information Systems	Senior System Support Spec.0963.001100.	11260	$ 81,967.60	5.00%	$ 4,098.38	$ 86,065.98		MERIT	13-Oct-23
Information Systems	System Support Specialist.0964.001100.	04201	$ 71,156.86	4.75%	$ 3,379.95	$ 74,536.81		MERIT	13-Oct-23
Information Systems	Analyst III.0965.001100.	05075	$ 102,289.72	4.25%	$ 4,347.31	$ 106,637.03		MERIT	13-Oct-23
Information Systems	Systems Engineer.0966.001100.	12415	$ 82,531.54	4.75%	$ 3,920.25	$ 86,451.79		MERIT	13-Oct-23
Information Systems	Security Engineer.0968.001100.	13592	$ 106,061.80	4.50%	$ 4,772.78	$ 110,834.58		MERIT	13-Oct-23
Information Systems	System Administrator I.1628.001100.	14865	$ 65,026.52	4.00%	$ 2,601.06	$ 67,627.58		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Information Systems	System Administrator I.1682.001100.	11721	$ 65,530.92	3.00%	$ 1,965.93	$ 67,496.85		MERIT	13-Oct-23
Information Systems	Analyst III.1722.001100.	13349	$ 90,199.46	4.75%	$ 4,284.47	$ 94,483.93		MERIT	13-Oct-23
Information Systems	IT Specialist I.1723.001100.	13878	$ 54,621.86	6.00%	$ 3,277.31	$ 57,899.17		MERIT	13-Oct-23
Information Systems	Warehouse Coordinator I.1755.001100.	13253	$ 46,670.73	5.00%	$ 2,333.54	$ 49,004.27		MERIT	13-Oct-23
Information Systems	IT Manager.1757.001100.	12067	$ 100,251.58	4.25%	$ 4,260.69	$ 104,512.27		MERIT	13-Oct-23
Information Systems	IT Director.1809.001100.	12835	$ 100,905.74	4.00%	$ 4,036.23	$ 104,941.97		MERIT	13-Oct-23
Information Systems	System Support Spec Lead.1834.001100.	14337	$ 58,375.39	5.00%	$ 2,918.77	$ 61,294.16		MERIT	13-Oct-23
Information Systems	Analyst I.1835.001100.	14476	$ 74,037.34	4.25%	$ 3,146.59	$ 77,183.93		MERIT	13-Oct-23
Information Systems	Analyst I.1854.001100.	16140	$ 68,674.06	4.25%	$ 2,918.65	$ 71,592.71		MERIT	13-Oct-23
Information Systems	Analyst I.1856.001100.	15189	$ 66,172.60	4.25%	$ 2,812.34	$ 68,984.94		MERIT	13-Oct-23
Information Systems	Warehouse Coordinator I.1912.001100.	16376	$ 38,465.44	5.25%	$ 2,019.44	$ 40,484.88		MERIT	13-Oct-23
Information Systems	System Support Specialist.1913.001100.	16484	$ 53,433.49	5.00%	$ 2,671.67	$ 56,105.16		MERIT	13-Oct-23
Information Systems	System Support Specialist.1914.001100.	15684	$ 54,192.17	6.00%	$ 3,251.53	$ 57,443.70		MERIT	13-Oct-23
Information Systems	System Support Specialist.1915.001100.	14993	$ 55,009.26	5.25%	$ 2,887.99	$ 57,897.25		MERIT	13-Oct-23
Information Systems	System Support Specialist.1916.001100.	16439	$ 53,433.49	4.50%	$ 2,404.51	$ 55,838.00		MERIT	13-Oct-23
Information Systems	System Administrator II.1977.001100.	16185	$ 69,505.02	3.75%	$ 2,606.44	$ 72,111.46		MERIT	13-Oct-23
Information Systems	IT Manager II.1978.001100.	11265	$ 101,369.06	4.25%	$ 4,308.19	$ 105,677.25		MERIT	13-Oct-23
Information Systems	Analyst I.1979.001100.	15920	$ 68,157.70	4.00%	$ 2,726.31	$ 70,884.01		MERIT	13-Oct-23
Information Systems	Warehouse Coordinator I.2037.001100.	15317	$ 39,446.53	6.50%	$ 2,564.02	$ 42,010.55		MERIT	13-Oct-23
Infrastructure	Supervising Engineer.1606.001100.	12593	$ 143,821.60	4.00%	$ 575.20	$ 144,396.80		MERIT	13-Oct-23
Infrastructure Department	Sr Dir of Infrastructure.0969.001100.	11852	$ 218,780.64	4.00%	$ 8,751.23	$ 227,531.87	$ 2,867.88	MERIT	13-Oct-23
Justice of the Peace 1	Court Administrator I.0970.001100.	05024	$ 47,422.96	4.00%	$ 1,896.92	$ 49,319.88		MERIT	13-Oct-23
Justice of the Peace 1	Court Administrator I.0971.001100.	12680	$ 51,611.59	4.00%	$ 2,064.46	$ 53,676.05		MERIT	13-Oct-23
Justice of the Peace 1	Chief Court Administrator.0972.001100.	13913	$ 68,915.86	7.00%	$ 4,824.11	$ 73,739.97		MERIT	13-Oct-23
Justice of the Peace 1	Court Clerk I.0973.001100.	16077	$ 36,524.57	7.00%	$ 2,556.72	$ 39,081.29		MERIT	13-Oct-23
Justice of the Peace 1	Court Clerk II.0976.001100.	16393	$ 38,932.23	4.00%	$ 1,557.29	$ 40,489.52		MERIT	13-Oct-23
Justice of the Peace 1	Senior Court Clerk.0977.001100.	16183	$ 42,342.00	7.00%	$ 2,963.94	$ 45,305.94		MERIT	13-Oct-23
Justice of the Peace 1	Court Clerk II.0978.001100.	11447	$ 46,699.89	4.00%	$ 1,868.00	$ 48,567.89		MERIT	13-Oct-23
Justice of the Peace 2	Senior Court Clerk.0985.001100.	10466	$ 58,253.23	4.00%	$ 2,330.13	$ 60,583.36		MERIT	13-Oct-23
Justice of the Peace 2	Court Clerk II.0986.001100.	14939	$ 42,619.64	4.00%	$ 1,704.79	$ 44,324.43		MERIT	13-Oct-23
Justice of the Peace 2	Chief Court Administrator.0987.001100.	10649	$ 82,637.10	5.00%	$ 4,131.86	$ 86,768.96		MERIT	13-Oct-23
Justice of the Peace 2	Court Clerk II.0989.001100.	12843	$ 44,266.46	4.00%	$ 1,770.66	$ 46,037.12		MERIT	13-Oct-23
Justice of the Peace 2	Court Clerk II.0991.001100.	12771	$ 47,154.41	4.00%	$ 1,886.18	$ 49,040.59		MERIT	13-Oct-23
Justice of the Peace 2	Court Clerk II.0992.001100.	16525	$ 41,787.20	4.00%	$ 1,671.49	$ 43,458.69		MERIT	13-Oct-23
Justice of the Peace 2	Court Administrator II.1715.1100.	10450	$ 62,521.94	4.00%	$ 2,500.88	$ 65,022.82		MERIT	13-Oct-23
Justice of the Peace 2	Court Administrator I.1907.001100.	12338	$ 63,496.42	5.00%	$ 3,174.82	$ 66,671.24		MERIT	13-Oct-23
Justice of the Peace 3	Court Administrator II.0092.001100.	12412	$ 56,000.10	4.00%	$ 2,240.00	$ 58,240.10		MERIT	13-Oct-23
Justice of the Peace 3	Court Administrator II.0093.001100.	11714	$ 63,843.00	3.50%	$ 2,234.51	$ 66,077.51		MERIT	13-Oct-23
Justice of the Peace 3	Chief Court Administrator.0095.001100.	14867	$ 74,929.92	3.50%	$ 2,622.55	$ 77,552.47		MERIT	13-Oct-23
Justice of the Peace 3	Senior Court Clerk.0096.001100.	11892	$ 55,152.70	3.00%	$ 1,654.58	$ 56,807.28		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Justice of the Peace 3	Senior Court Clerk.0998.001100.	15714	$ 48,700.56	2.50%	$ 1,217.51	$ 49,918.07		MERIT	13-Oct-23
Justice of the Peace 3	Court Clerk I.0999.001100.	15888	$ 37,874.12	1.50%	$ 568.11	$ 38,442.23		MERIT	13-Oct-23
Justice of the Peace 3	Court Clerk II.1000.001100.	16176	$ 41,000.00	1.50%	$ 615.00	$ 41,615.00		MERIT	13-Oct-23
Justice of the Peace 3	Senior Court Clerk.1002.001100.	13220	$ 50,240.38	3.50%	$ 1,758.41	$ 51,998.79		MERIT	13-Oct-23
Justice of the Peace 3	Court Clerk II.1003.001100.	13564	$ 42,000.00	3.00%	$ 1,260.00	$ 43,260.00		MERIT	13-Oct-23
Justice of the Peace 3	Court Clerk II.1716.1100.	12420	$ 43,452.32	3.00%	$ 1,303.57	$ 44,755.89		MERIT	13-Oct-23
Justice of the Peace 4	Court Clerk II.1008.001100.	13959	$ 44,141.70	5.00%	$ 2,207.09	$ 46,348.79		MERIT	13-Oct-23
Justice of the Peace 4	Court Administrator II.1010.001100.	14386	$ 54,192.06	5.00%	$ 2,709.60	$ 56,901.66		MERIT	13-Oct-23
Justice of the Peace 4	Chief Court Administrator.1011.001100.	12162	$ 85,159.10	4.00%	$ 3,406.36	$ 88,565.46		MERIT	13-Oct-23
Justice of the Peace 4	Court Clerk II.1012.001100.	15078	$ 44,141.70	5.00%	$ 2,207.09	$ 46,348.79		MERIT	13-Oct-23
Justice of the Peace 4	Case Manager.1016.001100.	14487	$ 44,141.70	5.00%	$ 2,207.09	$ 46,348.79		MERIT	13-Oct-23
Justice of the Peace 4	Court Administrator I.1017.001100.	05566	$ 49,107.76	5.00%	$ 2,455.39	$ 51,563.15		MERIT	13-Oct-23
Juvenile Grant	Juv Facility Admin Grant.1021.001100.	13211	$ 82,347.72	4.00%	$ 3,293.91	$ 85,641.63		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Officer II Grant.1022.001100.	14297	$ 59,353.32	4.00%	$ 2,374.13	$ 61,727.45		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Officer I Grant.1025.001100.	15278	$ 51,605.80	4.00%	$ 2,064.23	$ 53,670.03		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Officer I Grant.1029.001100.	15458	$ 51,576.32	4.00%	$ 2,063.05	$ 53,639.38		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Officer II Grant.1031.001100.	14716	$ 55,538.64	4.00%	$ 2,221.55	$ 57,760.19		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Officer I Grant.1032.001100.	15158	$ 51,605.80	4.00%	$ 2,064.23	$ 53,670.03		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Officer I Grant.1033.001100.	14296	$ 53,963.04	4.00%	$ 2,158.52	$ 56,121.56		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Officer II Grant.1034.001100.	13847	$ 55,335.88	4.00%	$ 2,213.44	$ 57,549.32		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Officer II Grant.1035.001100.	16375	$ 53,831.00	4.00%	$ 2,153.24	$ 55,984.24		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Officer II Grant.1036.001100.	15779	$ 58,196.44	4.00%	$ 2,327.86	$ 60,524.30		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Supervisor Grant.1038.001100.	13118	$ 72,377.50	4.00%	$ 2,895.10	$ 75,272.60		MERIT	13-Oct-23
Juvenile Grant	Court & Intake Admin Grant.1039.001100.	10660	$ 87,254.70	4.00%	$ 3,490.19	$ 90,744.89		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Supervisor Grant.1040.001100.	13885	$ 69,216.16	4.00%	$ 2,768.65	$ 71,984.81		MERIT	13-Oct-23
Juvenile Grant	Juv Super Offcr I Grant.1043.001100.	16031	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Grant	Juv Super Offcr I Grant.1044.001100.	11459	$ 55,260.59	4.00%	$ 2,210.42	$ 57,471.01		MERIT	13-Oct-23
Juvenile Grant	Juv Super Offcr I Grant.1045.001100.	16371	$ 44,141.70	4.00%	$ 1,765.67	$ 45,907.37		MERIT	13-Oct-23
Juvenile Grant	Juv Super Offcr I Grant.1046.001100.	16259	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Grant	Sr Counselor Super Grant.1047.001100.	14417	$ 74,532.38	4.00%	$ 2,981.30	$ 77,513.68		MERIT	13-Oct-23
Juvenile Grant	Juv Facility Super Grant.1049.001100.	14667	$ 58,523.00	4.00%	$ 2,340.92	$ 60,863.92		MERIT	13-Oct-23
Juvenile Grant	Juv Probation Super Grant.1141.001100.	13100	$ 81,813.42	4.00%	$ 3,272.54	$ 85,085.96		MERIT	13-Oct-23
Juvenile Grant	Counselor Supervisor Grant.1145.001100.	16205	$ 66,795.30	4.00%	$ 2,671.81	$ 69,467.11		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Officer I Grant.1151.001100.	12735	$ 54,780.38	4.00%	$ 2,191.22	$ 56,971.59		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Officer II Grant.1161.001100.	15778	$ 53,920.98	4.00%	$ 2,156.84	$ 56,077.82		MERIT	13-Oct-23
Juvenile Grant	Juv Prob Officer II Grant.1162.001100.	15002	$ 56,077.84	4.00%	$ 2,243.11	$ 58,320.95		MERIT	13-Oct-23
Juvenile Grant	Counselor II Grant.1193.001100.	15493	$ 61,447.10	4.00%	$ 2,457.88	$ 63,904.98		MERIT	13-Oct-23
Juvenile Services	Counselor I.1026.001100.	15514	$ 57,311.02	4.00%	$ 2,292.44	$ 59,603.46		MERIT	13-Oct-23
Juvenile Services	Juv Probation Officer II.1037.001100.	11067	$ 67,082.75	4.00%	$ 2,683.31	$ 69,766.06		MERIT	13-Oct-23
Juvenile Services	Administrative Specialist.1050.001100.	04646	$ 50,330.92	4.00%	$ 2,013.24	$ 52,344.16	$ 191.77	MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Services	Sr Administrative Spec.1052.001100.	15580	$ 43,012.88	4.00%	$ 1,720.52	$ 44,733.40		MERIT	13-Oct-23
Juvenile Services	Administrative Specialist.1053.001100.	14606	$ 41,182.04	4.00%	$ 1,647.28	$ 42,829.32		MERIT	13-Oct-23
Juvenile Services	Administrative Specialist.1054.001100.	12245	$ 47,811.94	4.00%	$ 1,912.48	$ 49,724.42		MERIT	13-Oct-23
Juvenile Services	Sr Administrative Spec.1055.001100.	15559	$ 46,206.31	4.00%	$ 1,848.25	$ 48,054.56		MERIT	13-Oct-23
Juvenile Services	Administrative Specialist.1056.001100.	16125	$ 41,981.70	4.00%	$ 1,679.27	$ 43,660.97		MERIT	13-Oct-23
Juvenile Services	Administrative Specialist.1057.001100.	16021	$ 41,182.98	4.00%	$ 1,647.32	$ 42,830.30		MERIT	13-Oct-23
Juvenile Services	Administrative Specialist.1058.001100.	13138	$ 46,085.25	4.00%	$ 1,843.41	$ 47,928.66		MERIT	13-Oct-23
Juvenile Services	Sr Administrative Spec.1059.001100.	15722	$ 46,184.20	4.00%	$ 1,847.37	$ 48,031.57		MERIT	13-Oct-23
Juvenile Services	Asst Director of Juv Svc.1060.001100.	05328	$ 154,781.90	4.00%	$ 6,191.28	$ 160,973.18	$ 6,191.19	MERIT	13-Oct-23
Juvenile Services	Juv Facility Administrator.1062.001100.	11524	$ 82,300.40	4.00%	$ 3,292.02	$ 85,592.42		MERIT	13-Oct-23
Juvenile Services	Juvenile Summons Officer.1063.001100.	05472	$ 63,522.47	4.00%	$ 2,540.90	$ 66,063.37	$ 2,540.90	MERIT	13-Oct-23
Juvenile Services	Dir of Mental Health Svc.1065.001100.	15950	$ 103,551.24	4.00%	$ 4,142.05	$ 107,693.29		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1066.001100.	15588	$ 44,141.70	4.00%	$ 1,765.67	$ 45,907.37		MERIT	13-Oct-23
Juvenile Services	Sr Juv Facility Supervisor.1067.001100.	15455	$ 59,408.96	4.00%	$ 2,376.36	$ 61,785.32		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1071.001100.	15827	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1074.001100.	16074	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1079.001100.	16022	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1080.001100.	13723	$ 47,660.81	4.00%	$ 1,906.43	$ 49,567.24		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1083.001100.	13550	$ 47,660.81	4.00%	$ 1,906.43	$ 49,567.24		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr II.1084.001100.	15953	$ 46,360.39	4.00%	$ 1,854.42	$ 48,214.81		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1085.001100.	11075	$ 52,869.38	4.00%	$ 2,114.78	$ 54,984.16		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1087.001100.	10899	$ 56,887.29	4.00%	$ 2,275.49	$ 59,162.78	$ 1,586.66	MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1088.001100.	10900	$ 55,260.59	4.00%	$ 2,210.42	$ 57,471.01		MERIT	13-Oct-23
Juvenile Services	Juvenile Facility Director.1089.001100.	01211	$ 90,889.76	4.00%	$ 3,635.59	$ 94,525.35		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr II.1090.001100.	16256	$ 46,360.39	4.00%	$ 1,854.42	$ 48,214.81		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr II.1091.001100.	11113	$ 57,230.04	4.00%	$ 2,289.20	$ 59,519.24		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr II.1092.001100.	13804	$ 49,481.39	4.00%	$ 1,979.26	$ 51,460.65		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr II.1093.001100.	11469	$ 57,249.55	4.00%	$ 2,289.98	$ 59,539.53		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr II.1095.001100.	14200	$ 47,751.20	4.00%	$ 1,910.05	$ 49,661.25		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr II.1096.001100.	15997	$ 47,751.20	4.00%	$ 1,910.05	$ 49,661.25		MERIT	13-Oct-23
Juvenile Services	Juv Facility Supervisor.1098.001100.	16051	$ 57,345.89	4.00%	$ 2,293.84	$ 59,639.73		MERIT	13-Oct-23
Juvenile Services	Juv Facility Supervisor.1100.001100.	15555	$ 55,675.61	4.00%	$ 2,227.02	$ 57,902.63		MERIT	13-Oct-23
Juvenile Services	Juv Facility Supervisor.1101.001100.	11912	$ 64,498.14	4.00%	$ 2,579.93	$ 67,078.07		MERIT	13-Oct-23
Juvenile Services	Compliance Officer.1103.001100.	03721	$ 89,382.02	4.00%	$ 3,575.28	$ 92,957.30	$ 3,066.92	MERIT	13-Oct-23
Juvenile Services	Data & Records Manager N.1104.001100.	13293	$ 82,251.52	4.00%	$ 3,290.06	$ 85,541.58	$ 19.45	MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1108.001100.	15223	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1110.001100.	05368	$ 48,104.47	4.00%	$ 1,924.18	$ 50,028.65		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1112.001100.	16237	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1113.001100.	16257	$ 44,141.70	4.00%	$ 1,765.67	$ 45,907.37		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1117.001100.	16374	$ 44,141.70	2.00%	$ 882.83	$ 45,024.53		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Services	Juv Supervision Offcr II.1118.001100.	15362	$ 47,753.49	4.00%	$ 1,910.14	$ 49,663.63		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1120.001100.	05580	$ 54,507.86	4.00%	$ 2,180.31	$ 56,688.17		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1123.001100.	16309	$ 44,141.70	4.00%	$ 1,765.67	$ 45,907.37		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1127.001100.	15414	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1128.001100.	13143	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1130.001100.	14974	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr II.1132.001100.	15111	$ 47,753.49	4.00%	$ 1,910.14	$ 49,663.63		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1135.001100.	16443	$ 44,141.70	2.00%	$ 882.83	$ 45,024.53		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1136.001100.	14743	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	Juv Facility Supervisor.1137.001100.	15998	$ 56,488.00	4.00%	$ 2,259.52	$ 58,747.52		MERIT	13-Oct-23
Juvenile Services	Juv Facility Supervisor.1138.001100.	14798	$ 59,367.24	4.00%	$ 2,374.69	$ 61,741.93		MERIT	13-Oct-23
Juvenile Services	Juv Facility Supervisor.1139.001100.	15300	$ 57,402.76	4.00%	$ 2,296.11	$ 59,698.87		MERIT	13-Oct-23
Juvenile Services	Juv Facility Supervisor.1140.001100.	15304	$ 57,345.89	4.00%	$ 2,293.84	$ 59,639.73		MERIT	13-Oct-23
Juvenile Services	Asst Director of Operations.1142.001100.	13590	$ 96,894.46	4.00%	$ 3,875.78	$ 100,770.24		MERIT	13-Oct-23
Juvenile Services	Director of Operations.1143.001100.	04671	$ 133,467.36	4.00%	$ 5,338.69	$ 138,806.05	$ 5,338.72	MERIT	13-Oct-23
Juvenile Services	Court & Field Svc Director.1144.001100.	10762	$ 105,243.06	4.00%	$ 4,209.72	$ 109,452.78		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1147.001100.	13358	$ 50,061.79	4.00%	$ 2,002.47	$ 52,064.26		MERIT	13-Oct-23
Juvenile Services	Juv Probation Officer I.1152.001100.	15586	$ 51,603.99	4.00%	$ 2,064.16	$ 53,668.15		MERIT	13-Oct-23
Juvenile Services	Juv Probation Officer II.1153.001100.	15471	$ 55,869.03	4.00%	$ 2,234.76	$ 58,103.79		MERIT	13-Oct-23
Juvenile Services	Juv Probation Officer I.1155.001100.	15551	$ 51,605.80	4.00%	$ 2,064.23	$ 53,670.03		MERIT	13-Oct-23
Juvenile Services	Juv Probation Officer I.1156.001100.	15221	$ 52,688.71	4.00%	$ 2,107.55	$ 54,796.26		MERIT	13-Oct-23
Juvenile Services	Juv Probation Officer I.1157.001100.	15770	$ 51,605.80	4.00%	$ 2,064.23	$ 53,670.03		MERIT	13-Oct-23
Juvenile Services	Juv Probation Officer I.1158.001100.	15999	$ 50,102.71	4.00%	$ 2,004.11	$ 52,106.82		MERIT	13-Oct-23
Juvenile Services	Juv Probation Officer II.1159.001100.	15399	$ 55,538.64	4.00%	$ 2,221.55	$ 57,760.19		MERIT	13-Oct-23
Juvenile Services	Juv Probation Officer II.1160.001100.	15062	$ 55,900.96	4.00%	$ 2,236.04	$ 58,137.00		MERIT	13-Oct-23
Juvenile Services	Juv Probation Officer I.1163.001100.	15363	$ 50,593.92	4.00%	$ 2,023.76	$ 52,617.68		MERIT	13-Oct-23
Juvenile Services	Juv Probation Supervisor.1164.001100.	12280	$ 69,718.74	4.00%	$ 2,788.75	$ 72,507.49		MERIT	13-Oct-23
Juvenile Services	Juv Application Specialist.1165.001100.	11400	$ 77,278.76	4.00%	$ 3,091.15	$ 80,369.91		MERIT	13-Oct-23
Juvenile Services	Nurse.1169.001100.	15833	$ 55,399.61	4.00%	$ 2,215.98	$ 57,615.59		MERIT	13-Oct-23
Juvenile Services	Nurse Supervisor.1170.001100.	15431	$ 72,627.73	4.00%	$ 2,905.11	$ 75,532.84		MERIT	13-Oct-23
Juvenile Services	Sr Juv Facility Supervisor.1171.001100.	15456	$ 64,250.94	4.00%	$ 2,570.04	$ 66,820.98		MERIT	13-Oct-23
Juvenile Services	Sr Administrative Spec.1172.001100.	05323	$ 51,576.55	4.00%	$ 2,063.06	$ 53,639.61		MERIT	13-Oct-23
Juvenile Services	Sr Administrative Spec.1173.001100.	15403	$ 43,242.16	4.00%	$ 1,729.69	$ 44,971.85		MERIT	13-Oct-23
Juvenile Services	Coordinator.1174.001100.	15090	$ 53,692.35	4.00%	$ 2,147.69	$ 55,840.04		MERIT	13-Oct-23
Juvenile Services	Sr Administrative Spec.1175.001100.	11131	$ 54,786.85	4.00%	$ 2,191.47	$ 56,978.32	$ 2,191.47	MERIT	13-Oct-23
Juvenile Services	Coordinator.1176.001100.	11218	$ 54,429.52	4.00%	$ 2,177.18	$ 56,606.70		MERIT	13-Oct-23
Juvenile Services	Senior Counselor.1177.001100.	15050	$ 67,533.96	4.00%	$ 2,701.36	$ 70,235.32		MERIT	13-Oct-23
Juvenile Services	Juv Facility Supervisor.1178.001100.	15585	$ 56,962.73	4.00%	$ 2,278.51	$ 59,241.24		MERIT	13-Oct-23
Juvenile Services	Juv Probation Supervisor.1616.001100.	14490	$ 70,983.38	4.00%	$ 2,839.34	$ 73,822.72		MERIT	13-Oct-23
Juvenile Services	Nurse.1700.001100.	15723	$ 55,399.12	4.00%	$ 2,215.96	$ 57,615.08		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Services	Juv Supervision Offcr I.1739.001100.	15554	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1740.001100.	16095	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1741.001100.	16020	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	Juv Supervision Offcr I.1742.001100.	15854	$ 45,907.37	4.00%	$ 1,836.29	$ 47,743.66		MERIT	13-Oct-23
Juvenile Services	PT Administrative Spec.9984.001101.	13249	$ 29,084.38	4.00%	$ 1,163.38	$ 30,247.75		MERIT	13-Oct-23
On-Site Sewage Facilities	Environmental Div Director.1819.001100.	14468	$ 133,883.88	4.00%	$ 5,355.36	$ 139,239.24		MERIT	13-Oct-23
On-Site Sewage Facilities	OSSF Coordinator.1820.001100.	14480	$ 52,695.20	4.00%	$ 2,107.81	$ 54,803.01		MERIT	13-Oct-23
On-Site Sewage Facilities	OSSF Coordinator.1821.001100.	14045	$ 49,178.13	4.00%	$ 1,967.13	$ 51,145.26		MERIT	13-Oct-23
On-Site Sewage Facilities	Sanitarian II.1822.001100.	14869	$ 57,149.29	6.00%	$ 3,428.96	$ 60,578.25		MERIT	13-Oct-23
On-Site Sewage Facilities	Inspector II.1823.001100.	05132	$ 67,347.65	7.00%	$ 4,714.34	$ 72,061.99		MERIT	13-Oct-23
On-Site Sewage Facilities	Senior Sanitarian.1825.001100.	04097	$ 79,349.65	4.00%	$ 3,173.99	$ 82,523.64		MERIT	13-Oct-23
On-Site Sewage Facilities	Senior Sanitarian.1826.001100.	13632	$ 73,413.54	5.00%	$ 3,670.68	$ 77,084.22		MERIT	13-Oct-23
On-Site Sewage Facilities	Senior Sanitarian.1993.001100.	13821	$ 64,083.53	5.00%	$ 3,204.18	$ 67,287.71		MERIT	13-Oct-23
Parks	Park Supervisor.1198.001100.	11676	$ 53,154.14	5.80%	$ 3,082.94	$ 56,237.08		MERIT	13-Oct-23
Parks	Park Supervisor.1199.001100.	04673	$ 53,123.46	3.00%	$ 1,593.70	$ 54,717.16		MERIT	13-Oct-23
Parks	Shop Foreman & Safety Ofcr.1200.001100.	16477	$ 46,769.32	4.00%	$ 1,870.77	$ 48,640.09		MERIT	13-Oct-23
Parks	Irrigation Tech.1201.001100.	11827	$ 47,528.81	4.00%	$ 1,901.15	$ 49,429.96		MERIT	13-Oct-23
Parks	Sr Administrative Spec.1202.001100.	16083	$ 37,620.32	4.00%	$ 1,504.81	$ 39,125.13		MERIT	13-Oct-23
Parks	Parks Assistant Director.1203.001100.	16030	$ 98,368.40	4.80%	$ 4,721.68	$ 103,090.08		MERIT	13-Oct-23
Parks	Sr Parks Maintenance Tech.1204.001100.	14170	$ 37,623.35	4.00%	$ 1,504.93	$ 39,128.28		MERIT	13-Oct-23
Parks	Parks Maintenance Tech.1205.001100.	14650	$ 37,688.16	5.00%	$ 1,884.41	$ 39,572.57		MERIT	13-Oct-23
Parks	Parks Operations Manager.1208.001100.	12460	$ 82,034.68	4.80%	$ 3,937.66	$ 85,972.34		MERIT	13-Oct-23
Parks	Senior Office Administrator.1209.001100.	05563	$ 65,460.46	4.00%	$ 2,618.42	$ 68,078.88		MERIT	13-Oct-23
Parks	Sr Dir Parks and Venues.1210.001100.	15094	$ 144,164.28	4.00%	$ 5,766.57	$ 149,930.85		MERIT	13-Oct-23
Parks	Assistant Expo Center GM.1691.001100.	16292	$ 60,486.92	4.00%	$ 2,419.48	$ 62,906.40		MERIT	13-Oct-23
Parks	Parks Maintenance Tech.1692.001100.	16538	$ 34,784.26	4.00%	$ 1,391.37	$ 36,175.63		MERIT	13-Oct-23
Parks	Assistant Office Admin.1693.001100.	16365	$ 48,172.28	4.00%	$ 1,926.89	$ 50,099.17		MERIT	13-Oct-23
Parks	Parks Maintenance Tech.1694.001100.	16435	$ 35,811.32	4.00%	$ 1,432.45	$ 37,243.77		MERIT	13-Oct-23
Parks	Expo Center General Mgr.1726.001100.	14699	$ 90,890.02	4.80%	$ 4,362.72	$ 95,252.74		MERIT	13-Oct-23
Parks	Park Supervisor.1727.001100.	15440	$ 51,605.58	5.80%	$ 2,993.12	$ 54,598.70		MERIT	13-Oct-23
Parks	Trail/Preserve Steward.1728.001100.	15804	$ 40,717.85	5.00%	$ 814.36	$ 41,532.21		MERIT	13-Oct-23
Parks	Parks Maintenance Tech.1729.001100.	12322	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Parks	Parks Maintenance Tech.1786.001100.	15794	$ 35,812.36	4.00%	$ 1,432.49	$ 37,244.85		MERIT	13-Oct-23
Parks	Parks Maintenance Tech.1788.001100.	15613	$ 36,527.52	4.00%	$ 1,461.10	$ 37,988.62		MERIT	13-Oct-23
Parks	Assistant Office Admin.1794.001100.	13353	$ 48,172.28	4.00%	$ 1,926.89	$ 50,099.17		MERIT	13-Oct-23
Parks	Administrative Specialist.1859.001100.	05888	$ 35,812.36	4.00%	$ 1,432.49	$ 37,244.85		MERIT	13-Oct-23
Parks	Parks Maintenance Tech.1922.001100.	16208	$ 35,812.36	4.00%	$ 1,432.49	$ 37,244.85		MERIT	13-Oct-23
Parks	Administrative Specialist.1923.001100.	16240	$ 35,812.36	4.00%	$ 1,432.49	$ 37,244.85		MERIT	13-Oct-23
Parks	Sr Parks Maintenance Tech.1924.001100.	15181	$ 37,623.35	4.00%	$ 1,504.93	$ 39,128.28		MERIT	13-Oct-23
Parks	PT Parks Maintenance Tech.9977.001101.	16653	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Parks	PT Parks Maintenance Tech.9978.001101.	16638	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Parks	PT Administrative Spec.9925.001101.	16559	$ 25,206.99	4.00%	$ 1,008.28	$ 26,215.27		MERIT	13-Oct-23
Parks	PT Administrative Spec.9926.001101.	16542	$ 25,206.99	4.00%	$ 1,008.28	$ 26,215.27		MERIT	13-Oct-23
Parks	PT Parks Maintenance Tech.9979.001101.	16483	$ 25,206.99	4.00%	$ 1,008.28	$ 26,215.27		MERIT	13-Oct-23
PUBLIC SAFETY IT	Logistics Coordinator.0118.001100.	14973	$ 77,480.78	5.00%	$ 3,874.04	$ 81,354.82		MERIT	13-Oct-23
PUBLIC SAFETY IT	Analyst II.0166.001100.	13339	$ 84,006.52	3.75%	$ 3,150.24	$ 87,156.76		MERIT	13-Oct-23
PUBLIC SAFETY IT	IT Director.0167.001100.	12158	$ 109,156.06	3.75%	$ 4,093.35	$ 113,249.41		MERIT	13-Oct-23
PUBLIC SAFETY IT	IT Manager II.0951.001100.	14847	$ 95,824.82	3.75%	$ 3,593.43	$ 99,418.25		MERIT	13-Oct-23
PUBLIC SAFETY IT	System Administrator II.1629.001100.	15066	$ 75,996.44	4.50%	$ 3,419.84	$ 79,416.28		MERIT	13-Oct-23
Purchasing	Purchasing Specialist II.1213.001100.	15924	$ 53,047.92	4.00%	$ 2,121.92	$ 55,169.84		MERIT	13-Oct-23
Purchasing	Deputy Purchasing Agent.1214.001100.	10956	$ 105,726.14	4.00%	$ 4,229.05	$ 109,955.19		MERIT	13-Oct-23
Purchasing	Purchasing Specialist I.1216.001100.	14560	$ 49,790.02	4.00%	$ 1,991.60	$ 51,781.62		MERIT	13-Oct-23
Purchasing	Sr Purchasing Specialist.1217.001100.	16032	$ 59,928.44	4.00%	$ 2,397.14	$ 62,325.58		MERIT	13-Oct-23
Purchasing	Purchasing Manager.1219.001100.	12079	$ 79,941.16	4.00%	$ 3,197.65	$ 83,138.81		MERIT	13-Oct-23
Purchasing	Purchasing Manager.1220.001100.	14461	$ 77,824.50	4.00%	$ 3,112.98	$ 80,937.48		MERIT	13-Oct-23
Purchasing	Purchasing Specialist I.1696.001100.	16619	$ 50,554.15	3.00%	$ 1,516.62	$ 52,070.77		MERIT	13-Oct-23
Purchasing	Sr Contracts Specialist.1701.001100.	15536	$ 61,724.78	4.00%	$ 2,468.99	$ 64,193.77		MERIT	13-Oct-23
Purchasing	Sr Purchasing Specialist.1805.001100.	15030	$ 56,250.22	4.00%	$ 2,250.01	$ 58,500.23		MERIT	13-Oct-23
Purchasing	Contracts Specialist.1972.001100.	14915	$ 56,275.96	3.00%	$ 1,688.28	$ 57,964.24		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.0068.001100.	16211	$ 36,524.57	4.00%	$ 1,460.98	$ 37,985.55		MERIT	13-Oct-23
Sheriff's Office	Financial Manager.1223.001100.	16190	$ 92,278.42	6.00%	$ 5,536.71	$ 97,815.13		MERIT	13-Oct-23
Sheriff's Office	Administrative Specialist.1224.001100.	16539	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.1225.001100.	15717	$ 38,372.71	4.00%	$ 1,534.91	$ 39,907.62		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.1226.001100.	14205	$ 38,372.71	4.00%	$ 1,534.91	$ 39,907.62		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.1227.001100.	15340	$ 38,372.71	4.00%	$ 1,534.91	$ 39,907.62		MERIT	13-Oct-23
Sheriff's Office	Crime Analyst.1228.001100.	13428	$ 67,125.68	4.00%	$ 2,685.03	$ 69,810.71		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.1229.001100.	04631	$ 47,930.48	4.00%	$ 1,917.22	$ 49,847.70		MERIT	13-Oct-23
Sheriff's Office	Administrative Specialist.1230.001100.	16472	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Sheriff's Office	Administrative Specialist.1231.001100.	16553	$ 34,768.26	4.00%	$ 1,390.73	$ 36,158.99		MERIT	13-Oct-23
Sheriff's Office	Administrative Specialist.1232.001100.	05248	$ 47,930.48	4.00%	$ 1,917.22	$ 49,847.70		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.1233.001100.	16666	$ 36,524.57	4.00%	$ 1,460.98	$ 37,985.55		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.1234.001100.	13902	$ 38,372.71	4.00%	$ 1,534.91	$ 39,907.62		MERIT	13-Oct-23
Sheriff's Office	Inventory Coordinator I.1235.001100.	10846	$ 50,509.83	4.00%	$ 2,020.39	$ 52,530.22		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.1236.001100.	12769	$ 41,465.72	4.00%	$ 1,658.63	$ 43,124.35		MERIT	13-Oct-23
Sheriff's Office	Animal Control Officer.1237.001100.	16019	$ 39,546.56	4.00%	$ 1,581.86	$ 41,128.42		MERIT	13-Oct-23
Sheriff's Office	Animal Control Officer.1238.001100.	15727	$ 40,326.33	4.00%	$ 1,613.05	$ 41,939.38		MERIT	13-Oct-23
Sheriff's Office	Animal Control Supervisor.1239.001100.	14411	$ 55,870.36	4.00%	$ 2,234.81	$ 58,105.17		MERIT	13-Oct-23
Sheriff's Office	Animal Control Officer.1240.001100.	16251	$ 39,151.76	4.00%	$ 1,566.07	$ 40,717.83		MERIT	13-Oct-23
Sheriff's Office	Animal Control Officer.1241.001100.	15851	$ 38,384.09	4.00%	$ 1,535.36	$ 39,919.45		MERIT	13-Oct-23
Sheriff's Office	Crime Scene Specialist.1247.001100.	05401	$ 77,417.39	4.00%	$ 3,096.70	$ 80,514.09	$ 3,096.70	MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Sheriff's Office	Crime Scene Supervisor.1248.001100.	15881	$ 67,540.72	4.00%	$ 2,701.63	$ 70,242.35		MERIT	13-Oct-23
Sheriff's Office	Crime Analyst.1249.001100.	11520	$ 77,945.88	4.00%	$ 3,117.84	$ 81,063.72		MERIT	13-Oct-23
Sheriff's Office	Evidence Tech SO.1376.001100.	16625	$ 48,700.56	4.00%	$ 1,948.02	$ 50,648.58		MERIT	13-Oct-23
Sheriff's Office	Crime Scene Specialist.1377.001100.	10979	$ 70,220.47	4.00%	$ 2,808.82	$ 73,029.29		MERIT	13-Oct-23
Sheriff's Office	Fleet Manager SO.1378.001100.	13593	$ 60,143.12	4.00%	$ 2,405.72	$ 62,548.84		MERIT	13-Oct-23
Sheriff's Office	SO Supervisor.1387.001100.	12010	$ 57,056.56	6.00%	$ 3,423.39	$ 60,479.95		MERIT	13-Oct-23
Sheriff's Office	SO Supervisor.1388.001100.	10761	$ 67,011.07	4.00%	$ 2,680.44	$ 69,691.51		MERIT	13-Oct-23
Sheriff's Office	Executive Assistant.1389.001100.	12597	$ 65,437.06	6.00%	$ 3,926.22	$ 69,363.28		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.1390.001100.	12602	$ 41,523.81	4.00%	$ 1,660.95	$ 43,184.76		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.1391.001100.	15193	$ 41,391.17	4.00%	$ 1,655.65	$ 43,046.82		MERIT	13-Oct-23
Sheriff's Office	Office Administrator.1392.001100.	13364	$ 56,900.50	5.00%	$ 2,845.03	$ 59,745.53		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.1393.001100.	12849	$ 50,482.20	5.00%	$ 2,524.11	$ 53,006.31		MERIT	13-Oct-23
Sheriff's Office	Coordinator.1394.001100.	12422	$ 54,019.08	6.00%	$ 3,241.14	$ 57,260.22		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.1395.001100.	14473	$ 38,372.71	4.00%	$ 1,534.91	$ 39,907.62		MERIT	13-Oct-23
Sheriff's Office	Digital Forensic Analyst.1396.001100.	14420	$ 73,998.34	4.00%	$ 2,959.93	$ 76,958.27		MERIT	13-Oct-23
Sheriff's Office	Paralegal SO.1398.001100.	04583	$ 81,364.61	5.00%	$ 4,068.23	$ 85,432.84	$ 4,068.23	MERIT	13-Oct-23
Sheriff's Office	Sex Offender Registrar.1417.001100.	14180	$ 57,576.13	4.00%	$ 2,303.05	$ 59,879.18	$ 2,303.05	MERIT	13-Oct-23
Sheriff's Office	Senior Coordinator.1419.001100.	14354	$ 67,106.52	4.00%	$ 2,684.26	$ 69,790.78		MERIT	13-Oct-23
Sheriff's Office	Financial Specialist.1420.001100.	04309	$ 64,219.36	7.00%	$ 4,495.36	$ 68,714.72		MERIT	13-Oct-23
Sheriff's Office	CIT Coordinator.1422.001100.	14435	$ 46,769.22	4.00%	$ 1,870.77	$ 48,639.99		MERIT	13-Oct-23
Sheriff's Office	Financial Analyst.1423.001100.	10593	$ 66,166.62	4.00%	$ 2,646.66	$ 68,813.28		MERIT	13-Oct-23
Sheriff's Office	Victim Assistance Coord.1424.001100.	12057	$ 51,148.49	4.00%	$ 2,045.94	$ 53,194.43		MERIT	13-Oct-23
Sheriff's Office	Chief Victim Asst Coord.1425.001100.	16162	$ 60,602.36	4.00%	$ 2,424.09	$ 63,026.45		MERIT	13-Oct-23
Sheriff's Office	Terminal Agency Coordinator.1637.001100.	04978	$ 70,153.82	6.00%	$ 4,209.23	$ 74,363.05	$ 4,209.23	MERIT	13-Oct-23
Sheriff's Office	Impound Officer.1697.001100.	15899	$ 45,822.73	4.00%	$ 1,832.91	$ 47,655.64		MERIT	13-Oct-23
Sheriff's Office	Digital Evidence Coord.1731.001100.	14098	$ 55,870.36	4.50%	$ 2,514.17	$ 58,384.53		MERIT	13-Oct-23
Sheriff's Office	Training Office Admin.1817.001100.	14107	$ 58,784.44	6.00%	$ 3,527.07	$ 62,311.51		MERIT	13-Oct-23
Sheriff's Office	Evidence Tech SO.1935.001100.	13366	$ 46,739.97	5.00%	$ 2,337.00	$ 49,076.97		MERIT	13-Oct-23
Sheriff's Office	Public Information Officer.1987.001100.	16227	$ 59,927.14	4.00%	$ 2,397.09	$ 62,324.23		MERIT	13-Oct-23
Sheriff's Office	Animal Control Officer.1988.001100.	16129	$ 39,535.62	4.00%	$ 1,581.42	$ 41,117.04		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.1989.001100.	14789	$ 37,628.18	4.00%	$ 1,505.13	$ 39,133.31		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.2052.001100.	16496	$ 36,524.57	4.00%	$ 1,460.98	$ 37,985.55		MERIT	13-Oct-23
Sheriff's Office	Sr Administrative Spec.2053.001100.	15450	$ 36,524.57	4.00%	$ 1,460.98	$ 37,985.55		MERIT	13-Oct-23
Sheriff's Office	Crime Scene Specialist.2054.001100.	15880	$ 55,740.53	4.00%	$ 2,229.62	$ 57,970.15		MERIT	13-Oct-23
Sheriff's Office	Evidence Tech SO.2055.001100.	04012	$ 48,023.00	4.00%	$ 1,920.92	$ 49,943.92		MERIT	13-Oct-23
Tax Assessor/Collector	Accounting Manager.1426.001100.	03745	$ 83,278.78	5.00%	$ 4,163.94	$ 87,442.72	$ 1,920.59	MERIT	13-Oct-23
Tax Assessor/Collector	Tax Accounting Specialist.1428.001100.	14182	$ 42,453.15	5.50%	$ 2,334.92	$ 44,788.07		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist I.1430.001100.	16088	$ 37,835.80	6.00%	$ 2,270.15	$ 40,105.95		MERIT	13-Oct-23
Tax Assessor/Collector	Chief Deputy Tax.1433.001100.	11319	$ 90,000.04	5.00%	$ 4,500.00	$ 94,500.04		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Apps Specialist.1434.001100.	04787	$ 68,313.02	5.50%	$ 3,757.22	$ 72,070.24		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Tax Assessor/Collector	Tax Specialist II.1435.001100.	16341	$ 38,384.09	6.00%	$ 2,303.05	$ 40,687.14		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Accounting Specialist.1436.001100.	10410	$ 53,304.93	5.50%	$ 2,931.77	$ 56,236.70		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1437.001100.	15936	$ 39,554.82	5.50%	$ 2,175.52	$ 41,730.34		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1438.001100.	12856	$ 46,344.75	5.50%	$ 2,548.96	$ 48,893.71		MERIT	13-Oct-23
Tax Assessor/Collector	Assistant Tax Manager.1443.001100.	13338	$ 47,103.04	6.00%	$ 2,826.18	$ 49,929.22		MERIT	13-Oct-23
Tax Assessor/Collector	Assistant Tax Manager.1444.001100.	05124	$ 59,321.85	5.50%	$ 3,262.70	$ 62,584.55		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1445.001100.	14923	$ 40,839.20	6.00%	$ 2,450.35	$ 43,289.55		MERIT	13-Oct-23
Tax Assessor/Collector	Sr Accounting Specialist.1447.001100.	12396	$ 55,707.87	5.50%	$ 3,063.93	$ 58,771.80		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1448.001100.	16342	$ 38,384.07	4.00%	$ 1,535.36	$ 39,919.43		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1449.001100.	16004	$ 39,109.55	5.50%	$ 2,151.03	$ 41,260.58		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1451.001100.	04284	$ 39,139.57	5.50%	$ 2,152.68	$ 41,292.25		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1452.001100.	16141	$ 39,047.42	5.50%	$ 2,147.61	$ 41,195.03		MERIT	13-Oct-23
Tax Assessor/Collector	Senior Tax Specialist.1453.001100.	10242	$ 58,982.54	5.50%	$ 3,244.04	$ 62,226.58		MERIT	13-Oct-23
Tax Assessor/Collector	Assistant Tax Manager.1454.001100.	11208	$ 55,548.33	2.00%	$ 1,110.97	$ 56,659.30		MERIT	13-Oct-23
Tax Assessor/Collector	Motor Vehicle Manager.1455.001100.	04246	$ 63,781.38	4.00%	$ 2,551.26	$ 66,332.64		MERIT	13-Oct-23
Tax Assessor/Collector	Assistant Tax Manager.1456.001100.	03491	$ 59,129.24	5.50%	$ 3,252.11	$ 62,381.35		MERIT	13-Oct-23
Tax Assessor/Collector	Office Administrator.1457.001100.	13930	$ 53,160.00	5.50%	$ 2,923.80	$ 56,083.80		MERIT	13-Oct-23
Tax Assessor/Collector	Motor Vehicle Manager.1459.001100.	04161	$ 63,166.22	5.00%	$ 3,158.31	$ 66,324.53		MERIT	13-Oct-23
Tax Assessor/Collector	Motor Vehicle Manager.1460.001100.	03374	$ 67,128.36	5.00%	$ 3,356.42	$ 70,484.78		MERIT	13-Oct-23
Tax Assessor/Collector	Quality Control Specialist.1461.001100.	11627	$ 52,251.35	5.50%	$ 2,873.82	$ 55,125.17		MERIT	13-Oct-23
Tax Assessor/Collector	Senior Tax Specialist.1462.001100.	12052	$ 54,242.09	5.50%	$ 2,983.31	$ 57,225.40		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1463.001100.	16464	$ 38,384.09	2.50%	$ 959.60	$ 39,343.69		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Accounting Specialist.1464.001100.	14385	$ 41,622.46	6.00%	$ 2,497.35	$ 44,119.81		MERIT	13-Oct-23
Tax Assessor/Collector	Property Tax Manager.1465.001100.	04548	$ 73,985.08	5.00%	$ 3,699.25	$ 77,684.33		MERIT	13-Oct-23
Tax Assessor/Collector	Senior Tax Specialist.1466.001100.	10785	$ 52,370.95	5.50%	$ 2,880.40	$ 55,251.35		MERIT	13-Oct-23
Tax Assessor/Collector	Assistant Tax Manager.1467.001100.	11521	$ 59,372.52	5.50%	$ 3,265.49	$ 62,638.01		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Accounting Specialist.1468.001100.	10784	$ 53,306.24	5.50%	$ 2,931.84	$ 56,238.08		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1469.001100.	10122	$ 50,186.28	4.00%	$ 2,007.45	$ 52,193.73		MERIT	13-Oct-23
Tax Assessor/Collector	Info Services Manager.1471.001100.	13870	$ 52,999.96	5.00%	$ 2,650.00	$ 55,649.96		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1698.001100.	16089	$ 39,174.14	5.50%	$ 2,154.58	$ 41,328.72		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1703.001100.	13624	$ 41,536.21	6.00%	$ 2,492.17	$ 44,028.38		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1704.001100.	15673	$ 40,047.28	5.50%	$ 2,202.60	$ 42,249.88		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1719.001100.	16455	$ 38,384.09	2.50%	$ 959.60	$ 39,343.69		MERIT	13-Oct-23
Tax Assessor/Collector	Senior Tax Specialist.1762.001100.	15383	$ 43,618.20	6.00%	$ 2,617.09	$ 46,235.29		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1806.001100.	16143	$ 38,729.58	5.50%	$ 2,130.13	$ 40,859.71		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Clerk.1853.001100.	14819	$ 34,656.94	4.00%	$ 1,386.28	$ 36,043.22		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1909.001100.	16463	$ 38,376.00	2.50%	$ 959.40	$ 39,335.40		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1910.001100.	16098	$ 39,047.42	4.00%	$ 1,561.90	$ 40,609.32		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist II.1911.001100.	15421	$ 41,037.98	6.00%	$ 2,462.28	$ 43,500.26		MERIT	13-Oct-23
Tax Assessor/Collector	Tax Specialist I.1974.001100.	15878	$ 37,824.92	4.00%	$ 1,513.00	$ 39,337.92		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Tax Assessor/Collector	Tax Accounting Specialist.2033.001100.	14621	$ 44,142.43	5.50%	$ 2,427.83	$ 46,570.26		MERIT	13-Oct-23
Tobacco HUG Program	Community Paramedic.1642.001100.	10769	$ 89,890.38	5.00%	$ 4,494.52	$ 94,384.90	$ 4,494.52	MERIT	13-Oct-23
Tobacco HUG Program	Community Paramedic.1648.001100.	04588	$ 87,674.50	5.00%	$ 4,383.72	$ 92,058.22	$ 2,167.84	MERIT	13-Oct-23
Tobacco HUG Program	EMS Captain.1948.001100.	05218	$ 98,554.30	5.00%	$ 4,927.72	$ 103,482.02		MERIT	13-Oct-23
Unified Road Systems	Engineer Associate II.1494.001100.	15437	$ 80,055.56	6.25%	$ 5,000.00	$ 85,055.56		MERIT	13-Oct-23
Unified Road Systems	Dir of Field Operations.1495.001100.	14653	$ 95,520.88	4.19%	$ 4,000.00	$ 99,520.88		MERIT	13-Oct-23
Unified Road Systems	Foreman.1496.001100.	11669	$ 71,420.18	4.20%	$ 3,000.00	$ 74,420.18		MERIT	13-Oct-23
Unified Road Systems	Dep Dir of Infrastructure.1497.001100.	12130	$ 167,782.16	2.98%	$ 5,000.00	$ 172,782.16		MERIT	13-Oct-23
Unified Road Systems	Sr Technical Engineer.1498.001100.	14072	$ 128,463.14	4.00%	$ 5,140.00	$ 133,603.14		MERIT	13-Oct-23
Unified Road Systems	Foreman.1499.001100.	13461	$ 65,657.76	4.57%	$ 3,000.00	$ 68,657.76		MERIT	13-Oct-23
Unified Road Systems	Administrative Spec III.1500.001100.	15994	$ 49,462.61	4.85%	$ 2,400.00	$ 51,862.61		MERIT	13-Oct-23
Unified Road Systems	Senior Engineer.1501.001100.	14914	$ 113,697.96	4.40%	$ 5,000.00	$ 118,697.96		MERIT	13-Oct-23
Unified Road Systems	Engineer III.1502.001100.	15755	$ 101,847.98	2.95%	$ 3,000.00	$ 104,847.98		MERIT	13-Oct-23
Unified Road Systems	Foreman.1503.001100.	11120	$ 73,737.04	4.07%	$ 3,000.00	$ 76,737.04		MERIT	13-Oct-23
Unified Road Systems	Foreman.1504.001100.	04966	$ 65,100.10	4.61%	$ 3,000.00	$ 68,100.10		MERIT	13-Oct-23
Unified Road Systems	Foreman.1505.001100.	03281	$ 73,833.76	4.06%	$ 3,000.00	$ 76,833.76		MERIT	13-Oct-23
Unified Road Systems	Foreman.1506.001100.	04802	$ 74,927.84	4.00%	$ 3,000.00	$ 77,927.84		MERIT	13-Oct-23
Unified Road Systems	Foreman.1507.001100.	03966	$ 68,914.30	4.35%	$ 3,000.00	$ 71,914.30		MERIT	13-Oct-23
Unified Road Systems	Senior Engineer.1508.001100.	14130	$ 126,629.88	6.95%	$ 8,800.00	$ 135,429.88		MERIT	13-Oct-23
Unified Road Systems	Foreman.1509.001100.	05839	$ 75,127.74	3.99%	$ 3,000.00	$ 78,127.74		MERIT	13-Oct-23
Unified Road Systems	Operator I.1510.001100.	16592	$ 42,000.00	4.76%	$ 2,000.00	$ 44,000.00		MERIT	13-Oct-23
Unified Road Systems	Inspector II.1511.001100.	14172	$ 71,861.44	4.17%	$ 3,000.00	$ 74,861.44		MERIT	13-Oct-23
Unified Road Systems	Sr Office Administrator.1512.001100.	13247	$ 73,148.92	6.84%	$ 5,000.00	$ 78,148.92		MERIT	13-Oct-23
Unified Road Systems	Inspector II.1513.001100.	14316	$ 70,264.58	4.27%	$ 3,000.00	$ 73,264.58		MERIT	13-Oct-23
Unified Road Systems	Operator I.1514.001100.	16225	$ 42,501.68	4.71%	$ 2,000.00	$ 44,501.68		MERIT	13-Oct-23
Unified Road Systems	Operator I.1515.001100.	14103	$ 49,780.02	4.02%	$ 2,000.00	$ 51,780.02		MERIT	13-Oct-23
Unified Road Systems	Operator I.1516.001100.	14601	$ 45,211.84	4.42%	$ 2,000.00	$ 47,211.84		MERIT	13-Oct-23
Unified Road Systems	Operator I.1517.001100.	16102	$ 42,501.68	3.00%	$ 1,275.00	$ 43,776.68		MERIT	13-Oct-23
Unified Road Systems	Office Administrator.1518.001100.	13133	$ 76,373.73	4.00%	$ 3,054.00	$ 79,427.73	$ 2,010.34	MERIT	13-Oct-23
Unified Road Systems	Operator I.1521.001100.	16478	$ 42,000.00	4.76%	$ 2,000.00	$ 44,000.00		MERIT	13-Oct-23
Unified Road Systems	Operator I.1522.001100.	14223	$ 46,419.76	7.00%	$ 3,249.31	$ 49,669.07		MERIT	13-Oct-23
Unified Road Systems	Operator II.1523.001100.	14511	$ 47,999.99	5.00%	$ 2,400.00	$ 50,399.99		MERIT	13-Oct-23
Unified Road Systems	Planner II.1524.001100.	11546	$ 81,552.12	3.68%	$ 3,000.00	$ 84,552.12		MERIT	13-Oct-23
Unified Road Systems	Operator I.1526.001100.	15532	$ 43,460.16	4.60%	$ 2,000.00	$ 45,460.16		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1527.001100.	11542	$ 58,909.95	4.01%	$ 2,360.00	$ 61,269.95		MERIT	13-Oct-23
Unified Road Systems	Operator II.1528.001100.	14913	$ 44,676.15	4.48%	$ 2,000.00	$ 46,676.15		MERIT	13-Oct-23
Unified Road Systems	Operator I.1530.001100.	16379	$ 42,000.00	4.76%	$ 2,000.00	$ 44,000.00		MERIT	13-Oct-23
Unified Road Systems	Operator I.1532.001100.	16522	$ 42,000.00	4.76%	$ 2,000.00	$ 44,000.00		MERIT	13-Oct-23
Unified Road Systems	Operator II.1533.001100.	14346	$ 48,508.22	4.12%	$ 2,000.00	$ 50,508.22		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1534.001100.	14418	$ 53,039.02	4.00%	$ 2,121.00	$ 55,160.02		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Unified Road Systems	Operator I.1535.001100.	16392	$ 42,000.00	4.76%	$ 2,000.00	$ 44,000.00		MERIT	13-Oct-23
Unified Road Systems	Operator III.1536.001100.	12809	$ 53,865.41	4.27%	$ 2,300.00	$ 56,165.41		MERIT	13-Oct-23
Unified Road Systems	Operator II.1537.001100.	12724	$ 48,489.94	4.12%	$ 2,000.00	$ 50,489.94		MERIT	13-Oct-23
Unified Road Systems	Operator II.1538.001100.	12009	$ 48,836.80	4.10%	$ 2,000.00	$ 50,836.80		MERIT	13-Oct-23
Unified Road Systems	Operator I.1539.001100.	16305	$ 42,000.00	5.24%	$ 2,200.00	$ 44,200.00		MERIT	13-Oct-23
Unified Road Systems	Operator I.1540.001100.	16349	$ 42,000.00	5.71%	$ 2,400.00	$ 44,400.00		MERIT	13-Oct-23
Unified Road Systems	Operator I.1541.001100.	16620	$ 42,000.00	4.76%	$ 2,000.00	$ 44,000.00		MERIT	13-Oct-23
Unified Road Systems	Operator II.1542.001100.	10500	$ 49,886.39	5.00%	$ 2,494.00	$ 52,380.39		MERIT	13-Oct-23
Unified Road Systems	Operator II.1544.001100.	12341	$ 50,070.49	4.00%	$ 2,002.00	$ 52,072.49		MERIT	13-Oct-23
Unified Road Systems	Operator III.1546.001100.	05304	$ 55,242.01	4.00%	$ 2,210.00	$ 57,452.01		MERIT	13-Oct-23
Unified Road Systems	Operator II.1547.001100.	15072	$ 47,999.99	4.17%	$ 2,000.00	$ 49,999.99		MERIT	13-Oct-23
Unified Road Systems	Operator II.1548.001100.	13568	$ 50,486.63	5.00%	$ 2,524.00	$ 53,010.63		MERIT	13-Oct-23
Unified Road Systems	Operator III.1549.001100.	04031	$ 55,369.75	4.00%	$ 2,215.00	$ 57,584.75		MERIT	13-Oct-23
Unified Road Systems	Operator II.1550.001100.	16035	$ 47,999.99	4.17%	$ 2,000.00	$ 49,999.99		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1551.001100.	14842	$ 56,495.88	4.51%	$ 2,550.00	$ 59,045.88		MERIT	13-Oct-23
Unified Road Systems	Operator III.1552.001100.	13329	$ 50,386.40	4.00%	$ 2,015.00	$ 52,401.40		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1553.001100.	11475	$ 54,733.76	4.50%	$ 2,465.00	$ 57,198.76		MERIT	13-Oct-23
Unified Road Systems	Operator I.1554.001100.	11187	$ 49,056.53	4.08%	$ 2,000.00	$ 51,056.53		MERIT	13-Oct-23
Unified Road Systems	Operator I.1555.001100.	15173	$ 41,443.08	3.00%	$ 1,243.00	$ 42,686.08		MERIT	13-Oct-23
Unified Road Systems	Operator III.1556.001100.	10726	$ 53,825.62	7.00%	$ 3,767.39	$ 57,593.01		MERIT	13-Oct-23
Unified Road Systems	Operator I.1557.001100.	16303	$ 42,000.00	3.00%	$ 1,260.00	$ 43,260.00		MERIT	13-Oct-23
Unified Road Systems	Operator III.1558.001100.	15246	$ 51,100.00	3.99%	$ 2,040.00	$ 53,140.00		MERIT	13-Oct-23
Unified Road Systems	Operator II.1559.001100.	14649	$ 47,999.99	4.17%	$ 2,000.00	$ 49,999.99		MERIT	13-Oct-23
Unified Road Systems	Operator I.1561.001100.	13290	$ 42,000.00	4.76%	$ 2,000.00	$ 44,000.00		MERIT	13-Oct-23
Unified Road Systems	Operator III.1562.001100.	12529	$ 53,051.52	4.01%	$ 2,125.00	$ 55,176.52		MERIT	13-Oct-23
Unified Road Systems	Operator I.1563.001100.	16574	$ 42,000.00	4.76%	$ 2,000.00	$ 44,000.00		MERIT	13-Oct-23
Unified Road Systems	Operator III.1565.001100.	14938	$ 48,540.77	5.15%	$ 2,500.00	$ 51,040.77		MERIT	13-Oct-23
Unified Road Systems	Operator II.1566.001100.	05065	$ 53,305.05	5.00%	$ 2,665.00	$ 55,970.05		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1567.001100.	12231	$ 62,631.69	4.01%	$ 2,510.00	$ 65,141.69		MERIT	13-Oct-23
Unified Road Systems	Operator II.1568.001100.	01291	$ 48,889.69	4.09%	$ 2,000.00	$ 50,889.69		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1569.001100.	11380	$ 57,931.83	4.00%	$ 2,320.00	$ 60,251.83		MERIT	13-Oct-23
Unified Road Systems	Operator I.1570.001100.	04361	$ 42,479.84	5.65%	$ 2,400.00	$ 44,879.84		MERIT	13-Oct-23
Unified Road Systems	Operator III.1571.001100.	10491	$ 53,138.28	4.00%	$ 2,125.00	$ 55,263.28		MERIT	13-Oct-23
Unified Road Systems	Operator I.1572.001100.	16306	$ 42,000.00	3.00%	$ 1,260.00	$ 43,260.00		MERIT	13-Oct-23
Unified Road Systems	Operator II.1574.001100.	15206	$ 47,999.99	4.17%	$ 2,000.00	$ 49,999.99		MERIT	13-Oct-23
Unified Road Systems	Operator II.1575.001100.	14324	$ 47,999.99	4.17%	$ 2,000.00	$ 49,999.99		MERIT	13-Oct-23
Unified Road Systems	Operator III.1576.001100.	11458	$ 54,588.64	5.00%	$ 2,729.00	$ 57,317.64		MERIT	13-Oct-23
Unified Road Systems	Operator II.1577.001100.	10998	$ 52,111.86	4.00%	$ 2,084.00	$ 54,195.86		MERIT	13-Oct-23
Unified Road Systems	Operator II.1579.001100.	15483	$ 47,999.99	4.17%	$ 2,000.00	$ 49,999.99		MERIT	13-Oct-23
Unified Road Systems	Operator III.1581.001100.	13802	$ 54,943.68	4.00%	$ 2,200.00	$ 57,143.68		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Unified Road Systems	Operator III.1582.001100.	10651	$ 54,728.38	4.02%	$ 2,200.00	$ 56,928.38		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1583.001100.	13554	$ 58,540.46	4.01%	$ 2,345.00	$ 60,885.46		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1584.001100.	04024	$ 61,846.35	4.50%	$ 2,783.00	$ 64,629.35		MERIT	13-Oct-23
Unified Road Systems	Operator III.1585.001100.	15533	$ 54,499.99	4.04%	$ 2,200.00	$ 56,699.99		MERIT	13-Oct-23
Unified Road Systems	Administrative Spec III.1586.001100.	16570	$ 46,360.41	4.00%	$ 1,854.00	$ 48,214.41		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1587.001100.	03328	$ 63,236.37	4.00%	$ 2,530.00	$ 65,766.37		MERIT	13-Oct-23
Unified Road Systems	Operator II.1588.001100.	15230	$ 48,648.70	5.00%	$ 2,432.00	$ 51,080.70		MERIT	13-Oct-23
Unified Road Systems	Operator III.1589.001100.	03227	$ 59,259.93	4.01%	$ 2,375.00	$ 61,634.93		MERIT	13-Oct-23
Unified Road Systems	Engineer Associate II.1590.001100.	16100	$ 76,425.70	6.54%	$ 5,000.00	$ 81,425.70		MERIT	13-Oct-23
Unified Road Systems	Operator I.1591.001100.	15088	$ 43,915.71	3.00%	$ 1,317.00	$ 45,232.71		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1593.001100.	13337	$ 54,011.53	4.00%	$ 2,160.00	$ 56,171.53		MERIT	13-Oct-23
Unified Road Systems	Operator III.1594.001100.	04253	$ 61,273.06	4.00%	$ 2,450.00	$ 63,723.06		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1595.001100.	11668	$ 54,811.58	4.50%	$ 2,466.00	$ 57,277.58		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1597.001100.	13785	$ 57,112.74	4.00%	$ 2,285.00	$ 59,397.74		MERIT	13-Oct-23
Unified Road Systems	Operator I.1598.001100.	15637	$ 42,501.68	4.71%	$ 2,000.00	$ 44,501.68		MERIT	13-Oct-23
Unified Road Systems	Planner III.1599.001100.	15233	$ 74,511.32	5.37%	$ 4,000.00	$ 78,511.32		MERIT	13-Oct-23
Unified Road Systems	Foreman.1600.001100.	02725	$ 73,392.02	4.09%	$ 3,000.00	$ 76,392.02		MERIT	13-Oct-23
Unified Road Systems	Operator IV.1601.001100.	12798	$ 55,000.00	4.50%	$ 2,475.00	$ 57,475.00		MERIT	13-Oct-23
Unified Road Systems	Safety Training Coord I.1603.001100.	02877	$ 85,605.00	6.98%	$ 5,975.00	$ 91,580.00	$ 1,689.62	MERIT	13-Oct-23
Unified Road Systems	Supervising Engineer.1604.001100.	12382	$ 146,765.32	4.02%	$ 5,900.00	$ 152,665.32		MERIT	13-Oct-23
Unified Road Systems	Inspector III.1605.001100.	13389	$ 82,032.35	4.27%	$ 3,500.00	$ 85,532.35		MERIT	13-Oct-23
Unified Road Systems	Supervising Engineer.1606.001100.	12593	$ 143,821.60	4.00%	$ 5,176.80	$ 148,998.40		MERIT	13-Oct-23
Unified Road Systems	Senior Foreman.1607.001100.	12709	$ 74,596.60	4.02%	$ 3,000.00	$ 77,596.60		MERIT	13-Oct-23
Unified Road Systems	Engineer Associate II.1608.001100.	15988	$ 76,425.70	3.27%	$ 2,500.00	$ 78,925.70		MERIT	13-Oct-23
Unified Road Systems	Senior Engineer.1609.001100.	14617	$ 123,739.20	4.00%	$ 4,950.00	$ 128,689.20		MERIT	13-Oct-23
Unified Road Systems	Supervising Inspector.1611.001100.	13399	$ 117,435.76	4.00%	$ 4,700.00	$ 122,135.76	$ 1,194.22	MERIT	13-Oct-23
Unified Road Systems	Operator III.1621.001100.	14426	$ 50,041.26	4.00%	$ 2,000.00	$ 52,041.26		MERIT	13-Oct-23
Unified Road Systems	Inspector II.1622.001100.	15352	$ 65,575.70	3.81%	$ 2,500.00	$ 68,075.70		MERIT	13-Oct-23
Unified Road Systems	Operator I.1655.001100.	16300	$ 42,000.00	4.76%	$ 2,000.00	$ 44,000.00		MERIT	13-Oct-23
Unified Road Systems	Operator III.1656.001100.	14999	$ 50,019.22	5.00%	$ 2,500.00	$ 52,519.22		MERIT	13-Oct-23
Unified Road Systems	Senior Engineer.1658.001100.	13001	$ 133,324.62	4.05%	$ 5,400.00	$ 138,724.62		MERIT	13-Oct-23
Unified Road Systems	Operator I.1669.001100.	15632	$ 43,560.34	7.00%	$ 3,049.22	$ 46,609.56		MERIT	13-Oct-23
Unified Road Systems	Operator II.1671.001100.	15904	$ 47,999.99	4.17%	$ 2,000.00	$ 49,999.99		MERIT	13-Oct-23
Unified Road Systems	Operator I.1675.001100.	16301	$ 42,000.00	4.76%	$ 2,000.00	$ 44,000.00		MERIT	13-Oct-23
Unified Road Systems	Operator I.1702.001100.	16105	$ 42,501.68	4.71%	$ 2,000.00	$ 44,501.68		MERIT	13-Oct-23
Unified Road Systems	Planner III.1751.001100.	13134	$ 74,977.24	5.00%	$ 3,750.00	$ 78,727.24		MERIT	13-Oct-23
Unified Road Systems	Planner III.1879.001100.	15236	$ 76,284.78	5.96%	$ 4,550.00	$ 80,834.78		MERIT	13-Oct-23
Unified Road Systems	Operator I.1880.001100.	16537	$ 42,000.00	4.76%	$ 2,000.00	$ 44,000.00		MERIT	13-Oct-23
Unified Road Systems	Operator I.1881.001100.	16033	$ 42,501.68	5.18%	$ 2,200.00	$ 44,701.68		MERIT	13-Oct-23
Unified Road Systems	Operator I.1883.001100.	16080	$ 42,501.68	4.71%	$ 2,000.00	$ 44,501.68		MERIT	13-Oct-23

Department	Position	Emp Num	Current Annual Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Unified Road Systems	Planner III.1898.001100.	14376	$ 78,698.62	3.81%	$ 3,000.00	$ 81,698.62		MERIT	13-Oct-23
Unified Road Systems	County Engineer.1943.001100.	13767	$ 175,506.76	0.57%	$ 1,000.00	$ 176,506.76		MERIT	13-Oct-23
Unified Road Systems	Senior Planner.1944.001100.	14841	$ 76,842.22	5.21%	$ 4,000.00	$ 80,842.22		MERIT	13-Oct-23
Unified Road Systems	Administrative Spec IV.1994.001100.	13496	$ 55,675.40	6.47%	$ 3,600.00	$ 59,275.40		MERIT	13-Oct-23
Unified Road Systems	Operator III.2060.001100.	11130	$ 51,100.00	4.00%	$ 2,045.00	$ 53,145.00		MERIT	13-Oct-23
Unified Road Systems	Operator III.2061.001100.	13911	$ 51,100.00	4.00%	$ 2,045.00	$ 53,145.00		MERIT	13-Oct-23
Unified Road Systems	Operator III.2062.001100.	14925	$ 51,100.00	4.01%	$ 2,050.00	$ 53,150.00		MERIT	13-Oct-23
Unified Road Systems	Foreman.2063.001100.	03033	$ 65,000.00	4.62%	$ 3,000.00	$ 68,000.00		MERIT	13-Oct-23
Unified Road Systems	Planner I.2064.001100.	14885	$ 71,910.28	4.00%	$ 2,875.00	$ 74,785.28		MERIT	13-Oct-23
Veteran Services	Asst Veterans Officer.1612.001100.	14710	$ 50,289.74	4.00%	$ 2,011.59	$ 52,301.33		MERIT	13-Oct-23
Veteran Services	Asst Veterans Officer.1613.001100.	16622	$ 50,289.74	4.00%	$ 2,011.59	$ 52,301.33		MERIT	13-Oct-23
Veteran Services	Asst Veterans Officer.1709.1100.	16121	$ 50,289.74	4.00%	$ 2,011.59	$ 52,301.33		MERIT	13-Oct-23
Veteran Services	Coordinator.1846.001100.	14164	$ 46,218.93	4.00%	$ 1,848.76	$ 48,067.69		MERIT	13-Oct-23
Veteran Services	Asst Veterans Officer.2019.001100.	16268	$ 50,510.74	4.00%	$ 2,020.43	$ 52,531.17		MERIT	13-Oct-23
WC Radio Communication System	IT Manager II.1221.001100.	13356	$ 100,048.00	4.75%	$ 4,752.28	$ 104,800.28		MERIT	13-Oct-23
WC Radio Communication System	Office Administrator.1638.001100.	05097	$ 59,629.86	3.00%	$ 1,788.90	$ 61,418.76		MERIT	13-Oct-23
WC Radio Communication System	Wireless Tech.1946.001100.	15315	$ 67,471.21	4.75%	$ 3,204.88	$ 70,676.09		MERIT	13-Oct-23
Wilco Pretrial Services	Pretrial Officer.0182.001100.	15885	$ 50,258.10	4.00%	$ 2,010.32	$ 52,268.42		MERIT	13-Oct-23
Wilco Pretrial Services	Pretrial Specialist.0189.001100.	12757	$ 46,281.71	4.00%	$ 1,851.27	$ 48,132.98		MERIT	13-Oct-23
Wilco Pretrial Services	Court Services Specialist.1211.001100.	15666	$ 41,454.40	2.00%	$ 829.09	$ 42,283.49		MERIT	13-Oct-23
Wilco Pretrial Services	Pretrial Manager.1713.001100.	14478	$ 68,819.40	7.00%	$ 4,817.36	$ 73,636.76		MERIT	13-Oct-23
Wilco Pretrial Services	Pretrial Officer.1952.001100.	10094	$ 55,649.69	4.00%	$ 2,225.99	$ 57,875.68		MERIT	13-Oct-23
Wilco Pretrial Services	Pretrial Officer.1953.001100.	16503	$ 45,552.00	4.00%	$ 1,822.08	$ 47,374.08		MERIT	13-Oct-23
Wilco Pretrial Services	Pretrial Officer.1954.001100.	13006	$ 45,623.76	4.00%	$ 1,824.95	$ 47,448.71		MERIT	13-Oct-23
Wilco Pretrial Services	Pretrial Officer.1959.001100.	15327	$ 47,458.11	4.00%	$ 1,898.32	$ 49,356.43		MERIT	13-Oct-23
Wilco Pretrial Services	Pretrial Manager.1962.001100.	15688	$ 77,379.12	5.00%	$ 3,868.96	$ 81,248.08		MERIT	13-Oct-23
Wilco Pretrial Services	Pretrial Specialist.2057.001100.	16110	$ 43,538.48	4.00%	$ 1,741.54	$ 45,280.02		MERIT	13-Oct-23
Wilco Pretrial Services	PT Court Services Spec.9920.001101.	15931	$ 28,663.33	4.00%	$ 1,146.53	$ 29,809.86		MERIT	13-Oct-23
Wilco Pretrial Services	PT Court Services Spec.9921.001101.	16334	$ 27,828.48	4.00%	$ 1,113.14	$ 28,941.62		MERIT	13-Oct-23
Wireless Communication	System Support Specialist.0090.001100.	16457	$ 53,433.49	5.00%	$ 2,671.67	$ 56,105.16		MERIT	13-Oct-23
Wireless Communication	Wireless Tech.0905.001100.	12337	$ 81,972.51	5.00%	$ 4,098.63	$ 86,071.14	$ 549.01	MERIT	13-Oct-23
Wireless Communication	System Administrator II.0950.001100.	13805	$ 76,125.40	3.50%	$ 2,664.39	$ 78,789.79		MERIT	13-Oct-23
Wmsn Co Conservation Fund	Environmental Program Dir.0262.001100.	15702	$ 110,000.02	5.00%	$ 5,500.00	$ 115,500.02		MERIT	13-Oct-23
Wmsn Co Conservation Fund	Trail/Preserve Steward.1728.001100.	15804	$ 40,717.85	5.00%	$ 1,221.54	$ 41,939.39		MERIT	13-Oct-23

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
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01	0100	0436	001130		4,212.87
01	0100	0437	001100	4,650.54	
01	0100	0437	001130		4,650.54
01	0100	0438	001100	4,252.12	
01	0100	0438	001130		4,252.12
01	0100	0439	001100	3,652.46	
01	0100	0439	001130		3,652.46
01	0100	0441	001100	4,212.87	
01	0100	0441	001130		4,212.87
01	0100	0442	001100	3,750.01	
01	0100	0442	001130		3,750.01
01	0100	0581	001100	119,773.75	
01	0100	0581	002010	9,162.69	
01	0100	0581	002020	19,223.69	
01	0100	8004	001130		119,773.75
01	0100	8004	002010		9,162.69
01	0100	8004	002020		19,223.69
01	0100	0435	001100	9,312.50	
01	0100	0435	001130		9,312.50
01	0545	0545	001100	44,253.06	
01	0545	0545	001130		44,253.06
01	0546	0546	001100	1,361.11	
01	0546	0546	001130		1,361.11
01	0885	0886	001100	11,588.65	
01	0885	0886	001130		11,588.65
01	0100	0491	001100	9,071.74	
01	0100	0491	001130		9,071.74
01	0100	0213	001100	7,287.59	
01	0100	0213	001130		7,287.59
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01	0100	0214	001130		5,895.30
01	0100	0401	001100	20,053.79	
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01	0100	0551	001100	7,331.82	
01	0100	0551	001130		7,331.82
01	0100	0552	001100	7,441.84	
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01	0100	0554	001130		7,592.11
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01	0100	0570	002010	5,598.15	
01	0100	0570	002020	11,745.14	

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01	0100	8003	002010		5,598.15
01	0100	8003	002020		11,745.14
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01	0100	0495	001130		64,921.16
01	0384	0384	001100	8,535.46	
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01	0100	0215	002010	669.47	
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01	0100	0401	002010	668.95	
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01	0100	0402	002020	1,678.29	
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01	0100	0406	002020	710.88	
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01	0100	0491	002020	1,326.93	
01	0100	0503	001100	7,539.07	
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01	0100	0509	001100	6,191.96	
01	0100	0509	002010	473.68	
01	0100	0509	002020	993.81	
01	0100	0510	001100	5,766.57	
01	0100	0510	002010	441.14	
01	0100	0510	002020	925.53	
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01	0100	8001	002010		4,601.20
01	0100	8001	002020		9,653.51
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01	0100	0400	001130		9,707.82
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01	0100	0562	001130		2,349.44
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01	0100	0497	001130		10,769.30
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01	0100	0450	001130		35,905.33
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01	0100	0492	001101	3,297.67	
01	0100	0492	001130		19,406.77
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01	0100	0541	002020	1,371.78	
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01	0100	8004	002020		1,371.78
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01	0100	8004	002020		1,440.78
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01	0100	0665	001130		8,044.76
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01	0100	0509	001130		66,269.54
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01	0100	0542	002020	2,882.59	
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01	0100	8004	002010		1,373.95
01	0100	8004	002020		2,882.59
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01	0882	0882	001130		26,887.00
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01	0100	0402	001101	1,283.13	
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01	0100	8008	002020		21,487.58
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01	0100	0452	001130		19,170.79
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01	0100	8008	002020		2,288.23
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01	0100	8003	002010		9,910.23
01	0100	8003	002020		20,792.06
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01	0100	0499	001130		115,787.64
01	0340	0540	001100	13,805.96	
01	0340	0540	001130		13,805.96
01	0200	0210	001100	340,540.72	
01	0200	0210	001130		340,540.72
01	0100	0405	001100	9,903.96	
01	0100	0405	001130		9,903.96
01	0507	0507	001100	9,746.06	
01	0507	0507	001130		9,746.06
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01	0508	0508	001130		6,721.54
				2,795,093.51	2,795,093.51

Commissioners Court - Regular Session **11.**

Meeting Date: 10/17/2023

Property Tax Collections – September 2023

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

090123-093023 GWI-RFM

090123-093023 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 10:38 AM
Form Started By: Renee Clark		Started On: 10/12/2023 09:46 AM
Final Approval Date: 10/12/2023		

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

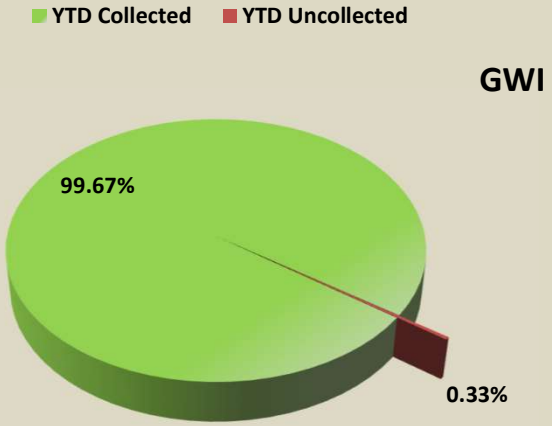
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$364,401,981.82	($3,291,863.50)	$361,110,118.32	($11,609.22)	$44,772.31	$703.19	$1,176,305.07	$359,933,813.25	99.67%	99.90%	100.38%
2021 & Prior	$2,757,006.07	($1,328,727.25)	$1,428,278.82	($42,132.52)	$17,533.11	$567.79	$2,017,743.88	($589,465.06)	-41.27%	-28.68%	
Rollbacks	$1,546,478.67	$736,599.22	$2,283,077.89	$4,258.77	$0.00	$0.00	$181,596.33	$2,101,481.56	92.05%	93.38%	
Total All	$368,705,466.56	($3,883,991.53)	$364,821,475.03	($49,482.97)	$62,305.42	$1,270.98	$3,375,645.28	$361,445,829.75	99.07%	99.36%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2022	$41,753,188.87	($287,420.22)	$41,465,768.65	$7,930.76	$5,101.53	$77.88	$137,275.85	$41,328,492.80	99.67%	99.89%	100.32%
2021 & Prior	$257,573.51	($116,052.25)	$141,521.26	($2,298.82)	$1,493.24	$53.62	$186,403.31	($44,882.05)	-31.71%	-19.45%	
Rollbacks	$148,096.37	$72,237.49	$220,333.86	$404.10	$0.00	$0.00	$18,172.81	$202,161.05	91.75%	93.08%	
Total All	$42,158,858.75	($331,234.98)	$41,827,623.77	$6,036.04	$6,594.77	$131.50	$341,851.97	$41,485,771.80	99.18%	99.46%	

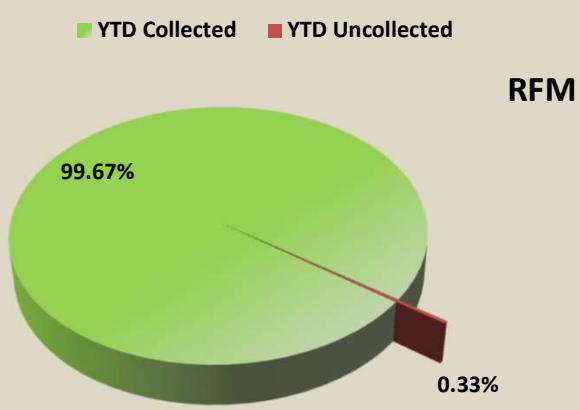
2022 COMBINED MONTHLY BREAKDOWN

Oct-22	$410,864,325.31	$47,641.67	$410,911,966.98	$9,167,294.87	$23,265.66	$54.78	$401,744,617.33	$9,167,349.65
Nov-22	$410,911,966.98	($235,128.28)	$410,676,838.70	$17,842,103.44	$21,026.41	$2,612.93	$383,664,772.68	$27,012,066.02
Dec-22	$410,676,838.70	($310,204.24)	$410,366,634.46	$217,472,967.79	$19,518.63	($8.26)	$165,881,608.91	$244,485,025.55
Jan-23	$410,366,634.46	($6,050,897.97)	$404,315,736.49	$145,274,145.09	$21,735.61	$473.42	$19,936,696.89	$389,759,644.06
Feb-23	$404,315,736.49	($177,642.84)	$404,138,093.65	$6,186,726.74	$281,389.73	($249,083.03)	$13,821,410.34	$395,697,287.77
Mar-23	$404,138,093.65	($940,846.99)	$403,197,246.66	$2,800,253.67	$301,032.93	$13.68	$10,080,296.00	$398,497,555.12
Apr-23	$403,197,246.66	$160,285.07	$403,357,531.73	$1,157,591.33	$112,973.96	$77,261.81	$9,005,727.93	$399,732,408.26
May-23	$403,357,631.71	($555,371.19)	$402,802,260.52	$1,396,089.55	$36,236.38	$357.63	$7,053,909.56	$401,128,855.44
Jun-23	$402,802,260.52	($313,335.00)	$402,488,925.52	$416,101.93	$94,858.83	($0.51)	$6,324,473.14	$401,544,956.86
Jul-23	$402,488,925.52	($438,735.71)	$402,050,189.81	$886,648.99	$80,532.10	$1,150.40	$4,997,938.04	$402,432,756.25
Aug-23	$402,050,189.81	$26.62	$402,050,216.43	$535,048.88	$90,452.79	$5,840.87	$4,457,074.91	$402,973,646.00
Sep-23	$402,050,216.43	($781,622.11)	$401,268,594.32	($43,446.93)	$68,900.19	$1,402.48	$3,717,497.25	$402,931,601.55

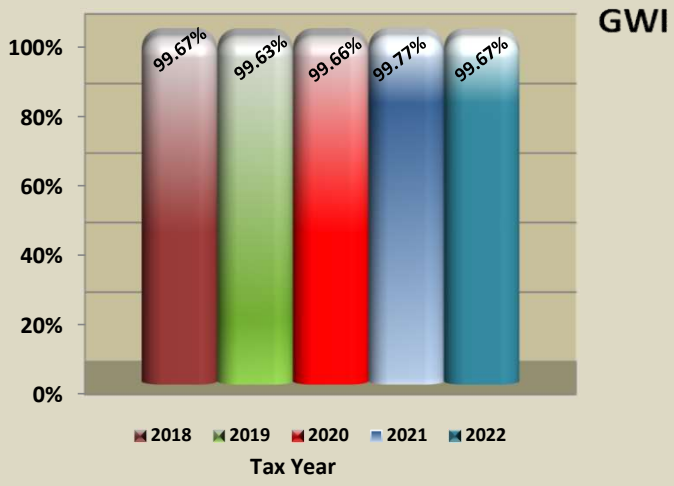
Year to Date Collection Report
Thru September 2023



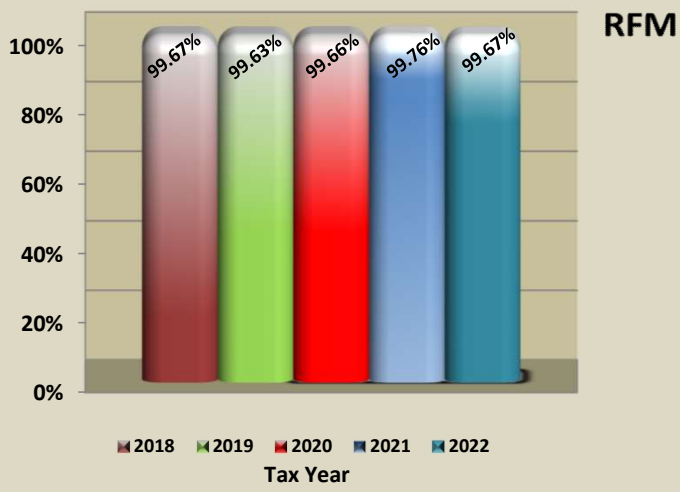
Year to Date Collection Report
Thru September 2023



Percent of Roll Collected Comparison
2018-2022



Percent of Roll Collected Comparison
2018-2022



Commissioners Court - Regular Session **12.**

Meeting Date: 10/17/2023

Texas AgriLife Extension Service Salary Contribution Agreement

Submitted By: Amy Hays, Extension Service

Department: Extension Service

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a salary contribution agreement with Texas A&M AgriLife Extension Service.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Salary Agreement FY2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/10/2023 04:25 PM
Form Started By: Amy Hays		Started On: 10/10/2023 08:47 AM
Final Approval Date: 10/10/2023		

TEXAS AGRILIFE EXTENSION SERVICE
SALARY CONTRIBUTION AGREEMENT

This Salary Contribution Agreement ("Agreement") is entered into by and between Williamson County, Texas ("County") and the Texas A&M AgriLife Extension Service of the Texas A&M University System (Agency).

RECITALS

WHEREAS, the Agency provides quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educates Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;

WHEREAS, the Agency improves the lives of Texans through an educational process that uses research-based knowledge focused on issues and needs. Within the broad context of the Agency's mission, the Agency will foster the improvement of agriculture and agribusiness, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families;

WHEREAS, Chapter 43 of the Texas Agricultural Code authorizes and enables Texas counties, through their commissioners court, to employ any means and appropriate and expend money as necessary to establish and conduct cooperative demonstration work in agriculture and home economics in cooperation with Texas A & M University;

WHEREAS, the Agency and County have established and conducted cooperative demonstration work in agriculture and home economics in cooperation with one another over the years and the Agency and County wish to continue such cooperative;

WHEREAS, the County would like to contribute to the annual salaries of the extension agents serving at the Agency;

WHEREAS, the Agency would like to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County;

NOW, THEREFORE, the parties wish to certify and acknowledge their agreements in relation to the aforesaid cooperative, as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to define the annual contribution of the County towards funding salaries of extension agents at the Agency, as well as outline obligations of the Agency.

ARTICLE II
GENERAL OBLIGATIONS OF AGENCY

During the term of this Agreement, the Agency agrees to continue to conduct cooperative demonstration work in agriculture and home economics in cooperation with the County. As a part of such cooperative, the Agency shall be obligated to do the following:

A. To provide quality, relevant outreach and continuing educational programs and services to the people of Williamson County, Texas and educate Williamson County residents in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development;
B. To endeavor to improve the lives of Williamson County residents through an educational process that uses research-based knowledge focused on issues and needs; and
C. Assist in fostering the improvement of agriculture and agribusiness in Williamson County, improve the stewardship of the environment and Texas' natural resources, ensure a safe, nutritious food supply, strengthen Texas families, develop leadership skills and productive citizenship among youth and adults, enhance economic security and financial responsibility among the people, and improve the quality of life in Texas families.

ARTICLE III
TERM

The term of this Agreement is for twelve (12) months, commencing October 1, 2023, and ending September 30, 2024. This Agreement may be renewed by addendum hereto in writing and executed by all parties.

ARTICLE IV
ANNUAL SALARY CONTRIBUTION; CELL PHONE STIPEND

A. Annual Salary Contribution. The County, the State of Texas and other entities co-fund five extension agent positions in Williamson County. The County's contribution towards funding these positions shall be $145,447.35 (which consist of a $139,853.22 contribution towards the Agency's extension agents' salaries plus $5,594.13 of county merit/COLA increases approved by the Williamson County Commissioners Court for a total of $145,447.35) plus employer FICA at the rate of 7.65%, unemployment compensation insurance (UCI), and worker's compensation insurance (WCI) for the term of this Agreement.

B. Cell Phone Stipend. The County will contribute cell phone stipends for each of the five extension agent positions. The amount of the cell phone stipends shall be at the rate set forth by the County.

ARTICLE V
PAYROLL PROCESSING

County shall process the payroll for the portion of salaries paid from County funds on the five agent positions, file and report payroll tax reports and returns and remit payroll taxes to the appropriate federal authorities for the portion of salaries paid from County funds.

ARTICLE VI
AVAILABILITY OF FUNDS

Both parties agree and understand that all financial obligations provided for in this Agreement will be contingent on the availability of each party' funds to meet said obligations.

ARTICLE VII
EQUAL OPPORTUNITY

Agency agrees to respect and protect the civil and legal rights of all citizens. It will not unlawfully discriminate against any employee, or prospective employee, on the basis of age, race, sex, religion, disability or national origin.

ARTICLE VIII
ASSIGNMENT & SUBCONTRACT

Neither party hereto may assign any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of the other party.

ARTICLE IX
OFFICIALS NOT TO BENEFIT

No officer, employee or agent of either party hereto and no member of its organization and no other public officials of the governing body of the locality or localities in which the parties are situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE X
TERMINATION

This Agreement may be terminated:

A. By either party upon Sixty (60) days written notice to the other party of the intention to terminate; or
B. Upon expenditure of available funds.

ARTICLE XI
GOVERNMENTAL IMMUNITY; NO THIRD-PARTY BENEFICIARIES

This Agreement is expressly made subject to County's governmental immunity, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary. County expressly acknowledges that Agency is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Agency of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE XII
REPRESENTATIONS & WARRANTIES

Both parties hereby represent that they have all necessary right, title, license and authority to enter into this Agreement.

ARTICLE XIII
TEXAS LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIV
COMPLIANCE WITH LAWS

Both parties shall comply with all applicable federal and state laws and regulations relating to this Agreement.

ARTICLE XV
LEGAL CONSTRUCTION

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 unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XVI
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XVII
INDEPENDENT CONTRACTOR CLAUSE

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Furthermore, the parties acknowledge and agree that County's sole obligation hereunder is the making of a contribution towards the Agency's extension agents' salaries and that the Agency's extension agents are solely the Agency's employees. The parties hereto further agree and acknowledge that all personnel related matters in relation to the Agency's extension agents, including but not limited to the hiring, firing, salary, job descriptions and benefits shall be solely controlled and made by the Texas A&M University System.

ARTICLE XVIII
ENTIRE AGREEMENT; AMENDMENTS

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written and may not be amended or superseded except by written agreement signed by an authorized representative of each party.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

BY: _____
Bill Gravell, Jr.
Williamson County Judge

Date: _____ _____, 20____

TEXAS A&M AGRILIFE EXTENSION SERVICE

BY: _____

Printed Name: Donna Alexander

Title: Asst Agency Director

Date: October 9, 2023

Commissioners Court - Regular Session **13.**

Meeting Date: 10/17/2023

Justice of the Peace 3 SEPTEMBER 2023 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

September 2023 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/11/2023 11:37 AM
Form Started By: Mary Alcala		Started On: 10/11/2023 09:28 AM
Final Approval Date: 10/11/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

JUSTICE COURT PRECINCT 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 9th **day of October 2023, to certify which witness my hand and seal of office.**

NOTARY PUBLIC
in and for the State of Texas

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

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2023 - 09/30/2023** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	167.68
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	8,120.00
	0100 - General Fund Total:	**8,287.68**
	Fee Totals for All Funds:	**8,287.68**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2023 - 09/30/2023** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	14.00	8	0.00	0	0.00	0	14.00	8
CERT	Certified Copy	26.25	5	0.00	0	0.00	0	26.25	5
CMAIL	Clerk Service Fee by Certified Mail or Posting	15.43	1	0.00	0	0.00	0	15.43	1
CONT3	Constable Service Fee Pct #3	5,920.00	58	0.00	0	0.00	0	5,920.00	58
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
TRANS	Transcript	30.00	3	0.00	0	0.00	0	30.00	3
WPOSS	Writ of Possession	55.00	11	0.00	0	0.00	0	55.00	11
WSF3	Constable #3 - Writ Service Fee	2,200.00	11	0.00	0	0.00	0	2,200.00	11
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		8,287.68	99	0.00	0	0.00	0	8,287.68	99

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2023 - 09/30/2023** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	3,407.91
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	143.94
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	246.63
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	8,799.16
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-3-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	10.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	529.46
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	10.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	75,635.64
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	1.00
	0100 - General Fund Total:	**88,783.74**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	115.00
	0361 - JP Security Fund Total:	**115.00**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	143.74
	0367 - JP-3 Truancy Program Fund Total:	**143.74**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	114.96
	0372 - Justice Court Technology Fund Total:	**114.96**

Payment Report - G/L and Fund Summary

Transaction Date: **09/01/2023 - 09/30/2023** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	55.04
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,109.84
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	110.98
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	166.47
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	332.10
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	1.22
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	233.01
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	55.49
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	62.50
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	371.76
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,214.84
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	54.62
	0399 - State Agency Fund Total:	**3,767.87**
	Fee Totals for All Funds:	**92,925.31**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2023 - 09/30/2023** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFAPD	Arrest Fee - Austin PD (CCP 102.011)	2.52	1	0.00	0	0.00	0	2.52	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	82.10	28	0.00	0	0.00	0	82.10	28
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	59.13	21	0.00	0	0.00	0	59.13	21
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,109.84	50	0.00	0	0.00	0	1,109.84	50
CFINE	County Fine	75,535.64	616	0.00	0	0.00	0	75,535.64	616
CHS	Courthouse Security Fee (CCP 102.017)	86.20	50	0.00	0	0.00	0	86.20	50
CHSJC	JP Security Fee (CCP 102.017)	28.80	50	0.00	0	0.00	0	28.80	50
COLLFEE	Collection Agency Fee	3,407.91	70	0.00	0	0.00	0	3,407.91	70
DDF	Deferred Disposition Fee	8,745.83	71	0.00	0	0.00	0	8,745.83	71
FNTC1	Child Safety Seat Fine Trauma Center	62.50	1	0.00	0	0.00	0	62.50	1
IDF	Indigent Defense Fee (LGC 133.107)	55.49	49	0.00	0	0.00	0	55.49	49
JCTF	Justice Court Technology Fee (CCP 102.0173)	114.96	50	0.00	0	0.00	0	114.96	50
JFR	Jury Reimbursement Fee (CCP 102.0045)	110.98	49	0.00	0	0.00	0	110.98	49
JTP	Juvenile Truancy Program (CCP 102.0174)	143.74	50	0.00	0	0.00	0	143.74	50
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	27.53	48	0.00	0	0.00	0	27.53	48
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	27.51	48	0.00	0	0.00	0	27.51	48
JUSFC	Judicial Support Fund - County (LGC 133.105)	16.60	49	0.00	0	0.00	0	16.60	49
JUSFS	Judicial Support Fund - State (LGC 133.105)	149.87	49	0.00	0	0.00	0	149.87	49
LT10	Overpayments < $10	1.00	1	0.00	0	0.00	0	1.00	1
MVF	Moving Violation Fee (CCP 102.022)	1.22	20	0.00	0	0.00	0	1.22	20
OMNI	OMNI Fee	74.33	25	0.00	0	0.00	0	74.33	25
OMNIC	OMNI Fee - County	49.57	25	0.00	0	0.00	0	49.57	25
OMNIS	OMNI Fee - State	247.86	26	0.00	0	0.00	0	247.86	26
SFC1	Service/Arrest Fee - Const. 1	10.00	2	0.00	0	0.00	0	10.00	2
SFC3	Service/Arrest Fee - Const. 3	47.09	9	0.00	0	0.00	0	47.09	9
SFC4	Service/Arrest Fee - Const. 4	10.00	2	0.00	0	0.00	0	10.00	2
SFMCWV	State Fine - Motor Carrier Weight Violation	1,214.84	10	0.00	0	0.00	0	1,214.84	10
SFOC	Service Fee - Out of County	20.00	3	0.00	0	0.00	0	20.00	3
STF	State Traffic Fee (TC 542.4031)	233.01	16	0.00	0	0.00	0	233.01	16
TCCF	Truant Conduct Contempt Fine - Child	100.00	1	0.00	0	0.00	0	100.00	1

Payment Report - Fee Code Summary

Transaction Date: **09/01/2023 - 09/30/2023** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
TPC	Time Payment Fee - County	27.29	3	0.00	0	0.00	0	27.29	3
TPS	Time Payment Fee - State	27.33	4	0.00	0	0.00	0	27.33	4
TPWF	Texas P&W Fine	143.94	3	0.00	0	0.00	0	143.94	3
UFA	Uniform Traffic Act (TC 542.403)	30.81	19	0.00	0	0.00	0	30.81	19
WARC3	Warrant Fee - Constable Pct. 3	482.37	15	0.00	0	0.00	0	482.37	15
WCSO	Williamson County Sheriff	187.50	4	0.00	0	0.00	0	187.50	4
WFDPS	Warrant Fee - DPS	250.00	5	0.00	0	0.00	0	250.00	5
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		92,925.31	1,543	0.00	0	0.00	0	92,925.31	1,543

Commissioners Court - Regular Session **14.**

Meeting Date: 10/17/2023

Justice of the Peace 4 September 2023 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM SEPT 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 11:58 AM
Form Started By: Veronica Bolander		Started On: 10/12/2023 11:52 AM
Final Approval Date: 10/12/2023		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 12th day of October 2023, to certify which witness my hand and seal of office.

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 29, 2023

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: **09/01/2023 - 09/30/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		**76,557.29**	**76,557.29**
Total Adjustments Impacting Payments		**(50.49)**	**(50.49)**
Final Fee Code Totals		**76,506.80**	**76,506.80**
Tender Method Summary			
Tender Types	Cash	7,513.55	7,513.55
	Cashier's Check	143.39	143.39
	Certified Payments Credit Card	31,347.37	31,347.37
	Check	812.79	812.79
	Credit Card	20,060.39	20,060.39
	E-File Credit Card	14,692.50	14,692.50
	Money Order	1,987.30	1,987.30

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

Deposit Date: **09/01/2023 - 09/30/2023** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	297.26
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	145.35
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	7,537.67
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	10,840.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-4-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	5.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	104.92
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	461.61
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	30,857.44
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	648.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	5.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	3,245.92
	0100 - General Fund Total:	**54,148.17**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	0.87
	0361 - JP Security Fund Total:	**0.87**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	1.09
	0369 - JP-4 Truancy Program Fund Total:	**1.09**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,080.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,080.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	0.87
	0372 - Justice Court Technology Fund Total:	**0.87**

Payment Report - G/L and Fund Summary

Deposit Date: **09/01/2023 - 09/30/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	10.00
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	0.43
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	8.69
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	14,250.46
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	433.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	0.87
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	1.30
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	275.59
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,636.62
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	0.43
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	125.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	6.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,421.73
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	5.68
	0399 - State Agency Fund Total:	**21,275.80**
	Fee Totals for All Funds:	**76,506.80**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **09/01/2023 - 09/30/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	54.72	12	0.00	0	0.00	0	54.72	12
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	208.08	47	0.00	0	0.00	0	208.08	47
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102. 011(e)	66.42	14	0.00	0	0.00	0	66.42	14
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	825.02	196	0.00	0	0.00	0	825.02	196
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	14,250.46	268	0.00	0	0.00	0	14,250.46	268
2020CDF	Compliance Dismissal Fine	120.00	12	0.00	0	0.00	0	120.00	12
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	179.42	19	0.00	0	0.00	0	179.42	19
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,245.92	270	0.00	0	0.00	0	3,245.92	270
2020LTF	Local Traffic Fine (TC 542.403)	281.23	114	0.00	0	0.00	0	281.23	114
2020STF	State Traffic Fine (TC 542.4031)	4,686.62	114	0.00	0	0.00	0	4,686.62	114
2020TPF	Time Payment Fee CCP 102.030	461.61	52	0.00	0	0.00	0	461.61	52
AFDPS	Arrest Fee - DPS (CCP 102.011)	1.09	2	0.00	0	0.00	0	1.09	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	8.69	2	0.00	0	0.00	0	8.69	2
CCOP	Civil Copies	92.50	21	0.00	0	0.00	0	92.50	21
CERT	Certified Copy	19.50	2	0.00	0	0.00	0	19.50	2
CFINE	County Fine	30,907.93	223	0.00	0	(50.49)	1	30,857.44	224
CHS	Courthouse Security Fee (CCP 102.017)	0.65	2	0.00	0	0.00	0	0.65	2
CHSJC	JP Security Fee (CCP 102.017)	0.22	2	0.00	0	0.00	0	0.22	2
CJS	Criminal Judicial Support Fee (LGC 103.105)	1.30	2	0.00	0	0.00	0	1.30	2
COLLFEE	Collection Agency Fee	297.26	5	0.00	0	0.00	0	297.26	5
CONT4	Constable Service Fee Pct #4	9,040.00	82	0.00	0	0.00	0	9,040.00	82
COPIES	Certified Copies	6.00	1	0.00	0	0.00	0	6.00	1
DDF	Deferred Disposition Fee	549.00	15	0.00	0	0.00	0	549.00	15
EFF	Electronic Filing Fee	10.00	1	0.00	0	0.00	0	10.00	1
FNTC1	Child Safety Seat Fine Trauma Center	125.00	1	0.00	0	0.00	0	125.00	1
IDF	Indigent Defense Fee (LGC 133.107)	0.43	2	0.00	0	0.00	0	0.43	2
ISF	Indigent Legal Services Fee	6.00	1	0.00	0	0.00	0	6.00	1

Payment Report - Fee Code Summary

Deposit Date: **09/01/2023 - 09/30/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JCTF	Judicial/Court Training Fee Due to State	5.00	1	0.00	0	0.00	0	5.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	0.87	2	0.00	0	0.00	0	0.87	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	0.87	2	0.00	0	0.00	0	0.87	2
JTP	Juvenile Truancy Program (CCP 102.0174)	1.09	2	0.00	0	0.00	0	1.09	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,080.00	216	0.00	0	0.00	0	1,080.00	216
SB41JCSF	Justice Court Support Fund	5,400.00	216	0.00	0	0.00	0	5,400.00	216
SB41LAF	Language Access Fund - LGC 135.155	648.00	216	0.00	0	0.00	0	648.00	216
SB41SCF	State Consolidated Fee	483.00	23	0.00	0	0.00	0	483.00	23
SFMCWV	State Fine - Motor Carrier Weight Violation	1,421.73	3	0.00	0	0.00	0	1,421.73	3
TP	Time Payment Fee	5.68	2	0.00	0	0.00	0	5.68	2
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	0.43	2	0.00	0	0.00	0	0.43	2
TPWF	Texas P&W Fine	145.35	3	0.00	0	0.00	0	145.35	3
WARC4	Warrant Fee - Constable Pct. 4	50.20	2	0.00	0	0.00	0	50.20	2
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	35.00	7	0.00	0	0.00	0	35.00	7
WREEN	Writ of Re-entry	25.00	1	0.00	0	0.00	0	25.00	1
WSF4	Constable #4 - Writ Service Fee	1,800.00	9	0.00	0	0.00	0	1,800.00	9

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	76,557.29	2,191	0.00	0	(50.49)	1	76,506.80	2,192

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 9/01/2023-9/30/2023

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$3,245.92	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,136.07		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,159.26		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$927.40		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$23.19		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$3,245.92	$3,245.92			100.000000%
Collected	$3,245.92				

Commissioners Court - Regular Session **15.**

Meeting Date: 10/17/2023

Appointment of Deputy Constable for Precinct 2

Submitted For: Jeff Anderson **Submitted By:** James Thomas, Constable Pct. #2

Department: Constable Pct. #2

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on the appointment of James W. Harrell Jr. as Deputy Constable to fill a vacant position in the Precinct 2 Constable's Office.

Background

Constable Jeff Anderson is appointing James W. Harrell Jr. to the open position of Deputy Constable in the Precinct 2 Constable's Office. James Harrell is a licensed Texas Peace officer with over 26 years of law enforcement experience. James Harrell has completed all background checks for employment

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	10/11/2023 11:38 AM
Form Started By: James Thomas		Started On: 10/11/2023 10:15 AM
Final Approval Date: 10/11/2023		

Commissioners Court - Regular Session **16.**

Meeting Date: 10/17/2023

FY2024 Indigent Defense Formula Grant Resolution

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the FY2023 Indigent Defense Formula Grant Application Resolution.

Background

Each year, Williamson County applies for grant funding from the Texas Indigent Defense Commission (TIDC) to defray the cost of providing indigent defense in criminal and juvenile cases, which funding is allocated based on a formula devised by TIDC. The resolution before the Court today must be approved for our application to be considered by TIDC.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY24 Formula Grant Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/04/2023 02:26 PM
Form Started By: Ronald Morgan		Started On: 10/03/2023 10:51 AM
Final Approval Date: 10/04/2023		

2024 Williamson County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Williamson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Williamson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2023.

_____
Bill Gravell
County Judge

Attest:

_____
County Clerk

Commissioners Court - Regular Session **17.**

Meeting Date: 10/17/2023

Discuss, consider, and take appropriate action on approving Contract with Mollee Westfall for consultation on Williamson County Pretrial Services and Magistration Processes for District Court

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 the agreement between Williamson County and Mollee Westfall, Attorney at Law, PLLC, for consulting services for pretrial and magistration processes in the not-to-exceed amount of $3,000.00, and authorizing the execution of the agreement.

Background

The Williamson County District Judges, in collaboration with Pretrial Services, the Magistrates' Office, and the County Court at Law Judges, have arranged an attorney in private practice who is also a former District Court Judge in Tarrant County to consult on current and potential changes to Williamson County's pretrial system and magistration processes. Mollee Westfall was a Judge in Tarrant County for 15 years, with recognized expertise in justice system structures, particularly in the area of pretrial release processes. The Judges feel that her insights and assistance will be beneficial to the ongoing discussions regarding Pretrial Services and the magistration process. During her time, she will be meeting with certain key stakeholders as well as the District and County Court at Law Judges. After her time on-site on October, 31, 2023, she will be available for ongoing consultation via telephone/virtual meeting.

The Courts are seeking funding support from the National Institute of Corrections (NIC) for the cost of this consultation. Should that funding not be approved by NIC, the District Judges are prepared to use Professional Services funds already in the FY 24 budget for this. The not to exceed cost for the entire engagement is $3,000.00. Department point of contact is Ron Morgan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Westfall Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 11:48 AM
Form Started By: Joy Simonton		Started On: 10/12/2023 11:29 AM
Final Approval Date: 10/12/2023		

CONTRACT FOR PROFESSIONAL SERVICES

1. **Parties to the Contract.** This Contract is made by and between **Williamson County, Texas ("County")**, whose address is 710 Main Street, Georgetown, TX 78626, and **Mollee Westfall, Attorney at Law, PLLC ("Contractor") Cantey Hanger, 600 W. 6th St, Suite 300, Fort Worth, TX 76102**.

2. **Term of the Contract.** This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until September 30, 2024, unless extended by written agreement between both the parties.

3. **Scope of Work.** The Contractor shall lead a half day meeting with the judges of the district courts and county courts at law. The meeting will focus on issues surrounding pretrial and any potential changes in the County's pretrial system or process.

   The Contractor shall perform and deliver the following services:
   On October 31, 2023, attend a series of meetings over a half-day period, including a meeting with the judiciary.
   (a) During these meetings, begin work on the following:
      a. Gather information and observations about the current pretrial process and system.
      b. Facilitate a conversation regarding strengths, weaknesses and possible changes to Williamson County's pretrial system and process in order to address judicial immunity issues and best practices.
      c. Assess need for additional services as appropriate.

4. **Payment for Services.** The stipulated amount to be paid to the Contractor for services under this Contract shall be paid hourly, in pro rata increments of one tenth (.1) hour segments, at Contractor's hourly rate of $300 with a limit of 8 hours. The County agrees to pay the Contractor for the services incorporated into this Contract by this reference. Payment shall be made within thirty (30) days of receipt of invoice.

   No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of the County.

   Except as otherwise provided in this Contract, Williamson County shall reimburse all travel costs and expenses in accordance with the Williamson County Vendor Reimbursement Policy.

5. **Prompt Payment Policy**. Payment for services shall be govern 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 and 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.

6. **Status of Employees and Consultants.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the County for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the County or to incur any obligation of any kind on behalf of the County. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to County employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

7. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

8. **Record Keeping.** The Contractor will maintain financial records that describe consultant's time and project expenses and justification for the expenses. The Contractor 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 Contractor which are directly pertinent to the service to be performed under this Contract for the purposes of making audits, examination, excerpts, and transcriptions. The parties to this Contract and/or their representatives shall have access to such records during the retention period during normal working hours 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 Contractor reasonable advance notice of intended audits.

9. **Termination and Breach.** Either party may terminate this Contract by written notice of 14 days. In the event of termination or breach, the Contractor will be reimbursed for the value of services actually performed and expenses actually incurred prior to the termination or breach.

10. **Governing Law and Venue.** This Contract shall be construed and enforced in accordance with the law of the State of Texas. Venue for any claims or lawsuits will be in a state or federal court of competent jurisdiction in the State of Texas.

11. **Assignment.** No assignment of this Contract, or of the rights or obligations created by it, is valid without the prior written consent of the Contractor.

12. **Notification of Significant Issues**. The Contractor shall promptly notify the County regarding any significant issues that may impact the Contractor's fulfillment of its obligations under this Contract.

13. **Nondiscrimination**. The Contractor shall not, in the performance of this Contract, discriminate against any person because of that person's race, color, sex, national origin, religion or other characteristic or category protected by law.

14. **Confidentiality.** Except as otherwise set forth in this Contract, each party agrees not to use any proprietary or confidential information or data of the other party ("Confidential Information") for purposes unrelated to this Contract. Confidential Information shall include any and all notes, data, drafts, information, legal documents, or any work product generated during meetings as well as any conversations that occur during meetings. Each party agrees to maintain the confidentiality of the Confidential Information by not disclosing the Confidential Information to any third parties, except to the extent permitted by the terms of this Contract, provided that the recipient shall be subject to nondisclosure agreements at least as restrictive as the confidentiality provisions of this Contract. Each party agrees to use at least the same physical and other security measures for the Confidential Information as it uses for its own confidential information and documentation, however, in no event less than a reasonable degree of care. Each party agrees that it shall be responsible for violations of this obligation by its employees, contractors and/or any third party receiving such Confidential Information from the other party. Each party agrees to notify the other party promptly in the event of circumstances in which it would appear that any portion of the Confidential Information has been prejudiced or exposed to loss or disclosure, and each party shall, upon the other party's request, take reasonable steps necessary to recover any such compromised Confidential Information. The cost of taking such reasonable steps shall be borne solely by the party responsible for such prejudice, exposure, or disclosure. Notwithstanding anything to the contrary herein, each party agrees that damages would not be adequate to compensate the other party for a breach of the obligations contained in this Section and that the other party shall be entitled to seek equitable and/or injunctive relief for a breach or threatened breach of this Section, in addition to available remedies at law, without the necessity of posting a bond or other security.

    Confidential Information shall not include information which (a) was known to recipient of the Confidential Information (the "Recipient") before receipt from the discloser; (b) is or becomes publicly available through no fault of the Recipient; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; (d) is independently developed by the Recipient without a breach of this Contract or reference to Confidential Information; (e) information or materials exchanged by the parties in advance of the meetings, unless designated by the generating party as Confidential; (f) statements that summarize the nature, tenor, or direction of the meetings without quoting specific statements made by any individual party to the meeting; or (g) statements made by any party regarding the subject matter of the meetings outside the meetings.

15. **Protection of Sensitive Case and Individual Level Information.** All case-level information that is directly transferred from the County or its partners and designees to Contractor ("Data") and all files, information, or analysis that is derived from Data ("Data Work Product") is confidential. The Contractor will hold all Data and Data Work Product in a secure manner and will protect it from disclosure, except as specifically provided in this Contract or in writing by the County.

    Data and Data Work Product in electronic form shall be stored on secure drives that require credentialed log-in for individual access. All access to such Data and Data Work Product shall be restricted to authorized users who have been authenticated through secure password and log-in.

Even if the data are de-identified, the stored Data and Data Work Product will be subjected to the technical safeguards for the protection of personally-identifiable information that are generally accepted as best practices in the industry.

The Contractor, including its employees, agents, and subcontractors, will not use the Data or Data Work Product for any purpose other than that of carrying out its work under this Contract. Accordingly, the Contractor will not match or link any of the Data provided or any of the Data Work Product produced under the terms of this Contract with any datasets that are unrelated to the project described in this Contract. The Contractor will not re-disclose the Data and Data Work Product for any purposes other than those specifically stated in this Contract, except as required by law.

Should the information be available, the Contractor shall not contact any individual whose records are contained in the Data.

16. **Texas Public Information Act**. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

17. **Notices.** Notices concerning this Contract shall be sent via email to the following representatives:

Mollee Westfall, Attorney at Law, PLLC
Cantey Hanger
600 W. 6th St. Suite 300
Fort Worth, TX 76102

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

With a copy to:
Ronald S. Morgan, Jr.
Director, District Court Administration
405 Martin Luther King, Box 19
Georgetown, TX 78626

18. **Multiple Counterparts**. The Contract may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party represents and warrants that the undersigned is a duly authorized representative with the power to execute this Contract.

19. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

EXECUTION

The undersigned parties and their duly authorized representatives represent and warrant that they have authority to enter into this Contract and hereby agree to the terms set forth above, effective as of the date first written above.

Mollee Westfall	**County of Williamson**
_____	By: _____
Mollee Westfall	
Date: October 12, 2023	Date: _____

Commissioners Court - Regular Session **18.**

Meeting Date: 10/17/2023

Approval of Purchase of Teammate Analytics Software Maintenance and Exemption from Wolters Kluwer Financial Services for Auditor's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider,
and take appropriate action on approving the purchase of Teammate Analytics annual software maintenance contract #202401 in the amount of $19,777.20, and exempting Wolters Kluwer Financial Services, Inc. from competitive bidding requirements per Texas Local Government Code 262.024(a)(7)(D), Discretionary Exemption for captive replacement parts or components for equipment.

Background

Approval of this item will support the operations of the Williamson County Auditor's Office. Teammate Analytics software is currently in place and the Auditor's Office has been using the platform successfully for audit management. This annual maintenance covers the term of 10/1/2023-9/30/2024 for Analytics, Audit Perpetual and Cloud Hosting. Funding source is 01.0100.0495.004505 for FY24. Department contact is Julie Kiley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wolters Kluwer Redacted Quotes

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/11/2023 04:02 PM
County Judge Exec Asst.	Becky Pruitt	10/12/2023 08:24 AM
Form Started By: Mary Watson		Started On: 10/04/2023 12:58 PM
Final Approval Date: 10/12/2023		

Wolters Kluwer
Financial Services

33082 Collection Center Drive
Chicago, IL 60693-0330

Page Number	1
Invoice Number	[redacted]
Invoice Date	08/17/2023
Payer/MyAccount No	[redacted]

INVOICE TO:
ATTN TO: Jalyn Morris
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SHIPPED TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SOLD TO: [redacted]
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

CONTROL #	CUST. P.O	Due Upon Receipt	START DATE	END DATE	ORDERED BY
[redacted]			10/01/2023	09/30/2024	Jalyn Morris

QTY	ITEM NO	FORM NO AND DESCRIPTION	AMOUNT
1	TM ANALYTICS MNT	TEAMMATE ANALYTICS MAINTENANCE Pricing model: Per User Total No of Users: 6	1,522.80

INVOICE SUBTOTAL 1,522.80
*** TOTAL AMOUNT DUE IN USD*** 1,522.80

[redacted]

FEIN 41-1792530 FOR BILLING INQUIRIES, please email customer support at customersupportteammate@wolterskluwer.com. Please send correspondence To WKFS Inc., Attn: Customer Support, P.O. Box 1457, 6815 Saukview Drive, St. Cloud, MN 56302-1457. Please visit https://myaccount.es.wolterskluwer.com for copies of invoices, credit card or ACH payments, questions to customer support, account summaries and more!

Wolters Kluwer
Financial Services

INVOICE TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

REMIT TO:
Wolters Kluwer Financial Services Inc.
33082 Collection Center Drive
Chicago, IL 60693-0330

☐ Please check if your address changed and complete back of form in space provided

CUSTOMER NUMBER	[redacted]
INVOICE NUMBER	[redacted]
PAY THIS AMOUNT	1,522.80

[redacted]

Wolters Kluwer
Financial Services

33082 Collection Center Drive
Chicago, IL 60693-0330

Page Number	1
Invoice Number	[redacted]
Invoice Date	08/17/2023
Payer/MyAccount No	[redacted]

SHIPPED TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

INVOICE TO:
ATTN TO: Jayln Morris
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SOLD TO: [redacted]
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

CONTROL #	CUST. P.O	Due Upon Receipt	START DATE 10/01/2023	END DATE 09/30/2024	ORDERED BY Judge Bill Gravell Jr.
[redacted]					

QTY	ITEM NO	FORM NO AND DESCRIPTION	AMOUNT
1	TM+ ADV S HOST MNT	TeamMate+ Gold Hosting Maintenance Pricing model: No of Users Number of Cust Users: 8	9,760.00

INVOICE SUBTOTAL 9,760.00
*** TOTAL AMOUNT DUE IN USD*** 9,760.00

[redacted]

FEIN 41-1792530 FOR BILLING INQUIRIES, please email customer support at customersupportteammate@wolterskluwer.com. Please send correspondence To WKFS Inc., Attn: Customer Support, P.O. Box 1457, 6815 Saukview Drive, St. Cloud, MN 56302-1457. Please visit https://myaccount.es.wolterskluwer.com for copies of invoices, credit card or ACH payments, questions to customer support, account summaries and more!

Wolters Kluwer
Financial Services

INVOICE TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

REMIT TO:
Wolters Kluwer Financial Services Inc.
33082 Collection Center Drive
Chicago, IL 60693-0330

☐ Please check if your address changed and complete back of form in space provided

CUSTOMER NUMBER	[redacted]
INVOICE NUMBER	[redacted]
PAY THIS AMOUNT	9,760.00

[redacted]

Wolters Kluwer
Financial Services

33082 Collection Center Drive
Chicago, IL 60693-0330

Page Number	1
Invoice Number	[redacted]
Invoice Date	08/17/2023
Payer/MyAccount No	[redacted]

SHIPPED TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

INVOICE TO:
ATTN TO: Jayln Morris
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SOLD TO: 100067923
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

CONTROL #	CUST. P.O	Due Upon Receipt	START DATE 10/01/2023	END DATE 09/30/2024	ORDERED BY .
[redacted]					

QTY	ITEM NO	FORM NO AND DESCRIPTION	AMOUNT
1	TM+ SW PRPT MNT	TM+ AUDIT SW PERPETUAL MAINTENANCE Pricing model: User Band + Incremental Number of Cust Users: 8	8,494.40
1	TM+A OFFLINE P MNT	TM+A OFFLINE P MNT TM+ AUDIT OFFLINE PERPETUAL MAINTENANCE Pricing model: No Charge Number of Cust Users: 8	0.00

[redacted]

ICE SUBTOTAL 8,494.40
TOTAL AMOUNT DUE IN USD*** 8,494.40

EIN 41-1792530 FOR BILLING INQUIRIES, please email customer support at customersupportteammate@wolterskluwer.com. Please send correspondence To WKFS Inc., Attn: Customer Support, P.O. Box 1457, 6815 Saukview Drive, St. Cloud, MN 56302-1457. Please visit https://myaccount.es.wolterskluwer.com for copies of invoices, credit card or ACH payments, questions to customer support, account summaries and more!

Wolters Kluwer
Financial Services

INVOICE TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

REMIT TO:
Wolters Kluwer Financial Services Inc.
33082 Collection Center Drive
Chicago, IL 60693-0330

☐ Please check if your address changed and complete back of form in space provided

CUSTOMER NUMBER	[redacted]
INVOICE NUMBER	[redacted]
PAY THIS AMOUNT	8,494.40

[redacted]

Commissioners Court - Regular Session **19.**

Meeting Date: 10/17/2023

Approval of Teammate Analytics Additional Licenses and Exemption for Wolters Kluwer Financial Services for Auditor's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of additional licenses for Teammate Analytics, contract #202402, in the amount of $15,119.00, and exempting Wolters Kluwer Financial Services, Inc. from competitive bidding requirements per Texas Local Government Code 262.024(a)(7)(D), Discretionary Exemption for captive replacement parts or components for equipment.

Background

Approval of this item will support the operations of the Williamson County Auditor's Office by adding two user licenses for the system. The Teammate Analytics software is currently in place and the Auditor's Office has been using the platform successfully for audit management. This is purchase is for two (2) additional licenses as per the attached quote and covers the term of 10/1/2023-9/30/2024. Funding Source is 01.0100.0495.003011 for FY24. Department contact is Julie Kiley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Wolters Kluwer Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/12/2023 10:46 AM
County Judge Exec Asst.	Becky Pruitt	10/12/2023 11:19 AM
Form Started By: Mary Watson		Started On: 10/09/2023 08:12 AM
Final Approval Date: 10/12/2023		

Wolters Kluwer Financial Services, Inc.
6815 Saukview Dr.
St Cloud, MN 56303,
USA

Representative	Email	Phone
John Lindsey	john.lindsey@wolterskluwer.com	(888) 661-5575

ORDER INFORMATION

Date Generated: 9/7/2023 11:55 AM
Opportunity Name: Wilco, TX - Additional Licenses and Hosting
[redacted]
Pricebook: 2023

CUSTOMER INFORMATION

Bill To Address
Williamson County Texas
Jaylen Morris
710 S. Main St., Suite 301
Georgetown, TX 78626 USA
(512) 943-1572 (Phone)
jalynmorris@wilco.org

Ship To Address
Williamson County Texas
710 S. Main St., Suite 301
Georgetown, TX 78626
USA
(512) 943-1572 (Phone)
(512) 943-3881 (Fax)

ORDER ITEMS

Name	Quantity	Total Price
TeamMate+ Audit Software	2.00	11,410.00
TeamMate+ TeamCloud Hosting Gold Annual Subscription Service	2.00	2,440.00
TeamMate Analytics Software	1.00	1,269.00

Local Currency: USD Amount: 15,119.00 **Order Amount: 15,119.00**

*Applicable taxes are extra

**Optional included in Pkg price

CURRENT LICENSE COUNT

Product Name	Current Count	This Order Adds
TeamGuide Pro Licenses:	0.0	0.0
TeamMate AM licenses:	0.0	0.0
TeamMate TMA licenses:	6.0	1.0
TeamMate+ Audit licenses:	8.0	2.0
TeamMate+ Controls licenses:	0.0	0.0
TM Public Sector Licenses:	0.0	0.0
TM+ API - Data Rprtg Licenses:	1.0	0.0
TM+ Audit - Offline Licenses:	1.0	0.0

TERMS and CONDITIONS

a. **License Agreement.** The TeamMate Software, Support and related Services are provided under the TeamMate Global License, Support and Services Agreement, incorporated herein by reference, and located at

http://www.teammatesolutions.com/teammate/glssa/en/glssa-en-112017.pdf

except to the extent there already exists a written agreement between Customer and Licensor covering such Software, Support and related Services, in which case the Software, Support and related Services are provided under such existing written agreement (as applicable, the "Agreement").

To the extent that any 3rd party products are required for usage of the Software licensed hereunder or the Services or other products set forth in this Order Form, Customer is exclusively responsible for such 3rd party products and for determining if needed. The foregoing sentence is applicable to the API functionality as well as any and all other Software, Services and products ordered hereunder including, NOT LIMITED TO, the licenses required for API connections when exchanging data OR ANY OTHER SIMILAR USE OR OTHERWISE. Technical Support offered as part of maintenance for API's is only available to provide troubleshooting to determine if there is a bug or other defect in the software. Our Technical Support team does not provide API installation and implementation services or support. Should such services be necessary to correct issues with API's, such services must be contracted for individually and are not offered as part of standard maintenance services.

b. **Support**. The Perpetual License Support is provided at no additional charge to Customer during the initial twelve (12) month period following the Effective Date. The Support Fee for each license is presently set at twenty percent (20%) of the then-current License Fee. The License Fee and Support Fee for future periods are subject to change by Licensor without notice to Customer. With reference to the Licensor's support policy, please refer to the document 'TeamMate Solutions Support and Maintenance Program'.

c. **Hosting Storage (if applicable).** Hosting includes one gigabyte (1GB) of production storage per User. Additional gigabytes may be subject to additional fees. With reference to the Licensor's hosting services, please refer to the documents 'TeamCloud Technical Overview TM Audit and Controls' and 'TeamCloud Advanced Security Package'.

d. **Execution of Order Form**. By executing this Order Form, Customer is hereby agreeing to be bound to the terms of the Agreement. This Order Form may contain additional terms and conditions which are not consistent with the terms of the Agreement and which are agreed to by the parties herein ("Additional Terms"). Acceptance of the Agreement will not be deemed to amend or supersede any such Additional Terms, which shall be deemed to be incorporated into the Agreement by the parties. Any defined terms not defined in the Order Form, shall be as defined in the Agreement.

e. **Out-of-pocket Expenses**. Out-of-pocket expenses, including but not limited to printing, copying, and meeting space rental, will be billed to the Customer on a monthly basis as incurred. Training. End-User Training: For each session purchased, maximum class size is 20; for each virtual session purchased, maximum class size is 10. Champion Training: For each session purchased, maximum class size is 5.

f. **Expert on Demand** (if applicable). Expert on Demand provides access to experts on a time and materials basis as and when Customer requires assistance post implementation. Expert on Demand services are available in one (1) hour increments, with rates determined by the Licensor's hourly rate at the time of purchase. Fees are due upon purchase subject to the terms of the Agreement. Expert on Demand services must be scheduled in advance, subject to availability, and within twelve (12) months from the purchase date. Unused services at the conclusion of twelve (12) months and/or services cancelled within forty-eight (48) hours of scheduled performance are forfeited with no credit given. Contact professional services at tmproserv@wolterskluwer.com to reserve.

g. **Cancellation.** Professional services are subject to cancellation fees as follows: (i) 50% cancellation fee for cancellation within fifteen (15) business days of scheduled performance; and (ii) 100% cancellation fee for cancellation within five (5) business days of scheduled performance

ADDITIONAL BUSINESS TERMS – Effective billing date for this order will be 10/1/2023
The terms below were approved on the previous Migration order and are being replicated for this purchase.

a) Customer may also be referred to as "The County" or "Williamson County."

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

c) Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

d) Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

e) Texas Prompt Payment Act Compliance: 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 licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee'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.

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

SPECIAL BILLING INSTRUCTIONS (if any)

Wolters Kluwer Financial Services, Inc.

Phillip Newman

Authorized Representative

Phillip Newman Director of Sales, Americas

Print Name and Title

10/6/2023

Effective Date (date signed by Licensor)

Williamson County Texas

Authorized Representative (1)

Print Name and Title

Date Signed

Authorized Representative (2)

Print Name and Title

Date Signed

TO BE PROVIDED BY CUSTOMER

PO Required : _____ **Tax Exempt: _____**

FOR WK USE ONLY

SAP#: [redacted] **Initial Order:**

Commissioners Court - Regular Session **20.**

Meeting Date: 10/17/2023

Authorize Issuing RFP #24RFP3 Williamson County HazMat Response Team Organizational Assessment, Gap Analysis and Strategic Plan for HazMat

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 Consulting Services for HazMat Response Team Organizational Assessment, Gap Analysis and Strategic Plan, under RFP #24RFP3.

Background

The Fire Marshal Special Operations department was approved in the FY24 budget to engage a third-party consultant to provide an agency evaluation. It is the intent to engage a third-party consultant to provide an agency evaluation and gap analysis, with a subsequent Strategic Plan for the future delivery of hazardous materials response services within Williamson County. The Estimated Budget is $75,000.00. The funding source is 01.0100.0542.004100 and the point of contact is Hank Jones.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/11/2023 05:06 PM
County Judge Exec Asst.	Becky Pruitt	10/12/2023 08:28 AM
Form Started By: Johnny Grimaldo		Started On: 10/09/2023 03:19 PM
Final Approval Date: 10/12/2023		

Commissioners Court - Regular Session **21.**

Meeting Date: 10/17/2023

Approval of Cost Estimate to Relocate Southwestern Bell Telephone Company Pole 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 Cost Estimate #2023287 between Williamson County and Southwest Bell Telephone Company ("AT&T") to relocate a utility pole at 3541 S Austin Ave in Georgetown and at 355 Texas Ave in Round Rock, for a total amount of $1,000.00, and authorizing the execution of the agreement.

Background

Information Systems seeks to relocate AT&T services on Oncor poles at 3541 S Austin Ave in Georgetown (12 poles) and at 355 Texas Ave in Round Rock (22 poles) in order to attach fiber optic cabling to the poles. A Custom Work Estimate will be prepared for each project for the expense of relocating utilities on Oncor poles. Prior to executing the project, AT&T charges $500.00 for each project for a quotation development and engineering preparation charge for expenditures incurred. After payment is received, AT&T will proceed with site survey and movement of their utilities on each pole for the listed projects. General Counsel and Contract Audit have approved the Cost Estimates. The initial $1000.00 will be charged to 01.0100.0503.004100 for FY24. The department contacts are Rory Tierney and Chris Ball.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AT&T Cost Estimates

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/12/2023 10:32 AM
County Judge Exec Asst.	Becky Pruitt	10/12/2023 10:36 AM
Form Started By: Misty Brooks		Started On: 10/02/2023 11:08 AM
Final Approval Date: 10/12/2023		

AUTHORIZATION TO PREPARE COST ESTIMATE for WORK THAT REQUIRES CUSTOM WORK ORDER CHARGES

CR NUMBER: [redacted] Date: **09/18/2023**

Applicant Information

Company Name: WILLIAMSON COUNTY
Email Address: CBALL@WILCO.ORG & LEX@PANDCCOM.COM
Billing Address: 301 SE INNER LOOP STE 105; GEORGETOWN TX 78626
Applicant Name: CHRIS BALL
Phone Number: 512 565-6869

Location where work is to be performed (Address): 355 TEXAS AVE; ROUND ROCK, TX 78664

WIRE CENTER: AUS-ROUND ROCK	GEO: XY4255	CILLI: AUSTTXRR
ENGINEER: KEVIN SOLSBERY	512 739-9823	KS5899@ATT.COM

Description of work being estimated: RELOCATE POLE

Agreement

Southwestern Bell Telephone Company ("AT&T") has received a request to prepare a Cost Estimate for work that requires AT&T charge the applicant Custom Work Order Charges.

In accordance with AT&T guidelines, a one-time non-refundable quotation development and engineering preparation charge of **$500.00** must be paid in advance to AT&T for expenditures incurred for providing you the detailed Custom Work estimate. If we do not receive payment and the signed application by **11/18/2023 (60 DAYS)** your request will be cancelled.

After your payment and this original signed agreement are received, we will proceed with developing the detailed estimate of charges for the Custom Work associated with your request. Once the detailed estimate of charges are developed, an Agreement for the Custom Work Order we will be sent.

Understand that you are responsible for any additional quotation development and engineering preparation costs that AT&T incurs beyond the **$500.00** payment in the above paragraph, in connection with preparing this cost estimate even if you choose to cancel the request prior to receiving the cost estimate. Also understand that, once you obtain the cost estimate for the Custom Work Order, you are not obligated to proceed with the work. Further understand that if you proceed with the requested work, the engineering charges are included as part of those costs.

Sincerely,

LAQUINTHIA COLEMAN
Phone: 1-855-581-9891
E-mail: LC1876@ATT.COM

Please send the check made payable to AT&T and this signed agreement to:
AT&T - CENTRAL SOUTH CWO
ATTN: LAQUINTHIA COLEMAN
14575 Presidio Square Blvd. Floor 1, Suite 111, Houston, Texas 77083

Applicant's Name: _____

Signature: _____ **Date:** _____

Accepted for Southwestern Bell Telephone ("AT&T") Custom Work Order Department

Signature: Michelle Lowrier **Date:** 10/02/23

AUTHORIZATION TO PREPARE COST ESTIMATE for WORK THAT REQUIRES CUSTOM WORK ORDER CHARGES

CR NUMBER: [redacted] Date: **09/18/2023**

Applicant Information

Company Name: WILLIAMSON COUNTY
Email Address: CBALL@WILCO.ORG & CHRIS.GONZALES@BRYCOMM.COM
Billing Address: 301 SE INNER LOOP STE 105; GEORGETOWN TX 78626
Applicant Name: CHRIS BALL
Phone Number: 512 565-6869

Location where work is to be performed (Address): 3541 S AUSTIN AVE; GEORGETOWN, TX 78626

WIRE CENTER: AUS-ROUND ROCK	GEO: XY4255	CILLI: AUSTTXRR
ENGINEER: KEVIN SOLSBERY	512 739-9823	KS5899@ATT.COM

Description of work being estimated: RELOCATE POLE

Agreement

Southwestern Bell Telephone Company ("AT&T") has received a request to prepare a Cost Estimate for work that requires AT&T charge the applicant Custom Work Order Charges.

In accordance with AT&T guidelines, a one-time non-refundable quotation development and engineering preparation charge of **$500.00** must be paid in advance to AT&T for expenditures incurred for providing you the detailed Custom Work estimate. If we do not receive payment and the signed application by **11/18/2023 (60 DAYS)** your request will be cancelled.

After your payment and this original signed agreement are received, we will proceed with developing the detailed estimate of charges for the Custom Work associated with your request. Once the detailed estimate of charges are developed, an Agreement for the Custom Work Order we will be sent.

Understand that you are responsible for any additional quotation development and engineering preparation costs that AT&T incurs beyond the **$500.00** payment in the above paragraph, in connection with preparing this cost estimate even if you choose to cancel the request prior to receiving the cost estimate. Also understand that, once you obtain the cost estimate for the Custom Work Order, you are not obligated to proceed with the work. Further understand that if you proceed with the requested work, the engineering charges are included as part of those costs.

Sincerely,

LAQUINTHIA COLEMAN
Phone: 1-855-581-9891
E-mail: LC1876@ATT.COM

Please send the check made payable to AT&T and this signed agreement to:
AT&T - CENTRAL SOUTH CWO
ATTN: LAQUINTHIA COLEMAN
14575 Presidio Square Blvd. Floor 1, Suite 111, Houston, Texas 77083

Applicant's Name: _____

Signature: _____ **Date:** _____

Accepted for Southwestern Bell Telephone ("AT&T") Custom Work Order Department

Signature: Michelle Lowrier **Date:** 10/02/23

Commissioners Court - Regular Session **22.**

Meeting Date: 10/17/2023

Canel Commissioners Court

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on canceling Commissioners Court for Tuesday, November 28, 2023 and Tuesday, December 26, 2023.

Background

This is due to County Holidays.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	10/12/2023 08:30 AM
Form Started By: Becky Pruitt		Started On: 10/11/2023 12:52 PM
Final Approval Date: 10/12/2023		

Commissioners Court - Regular Session **23.**

Meeting Date: 10/17/2023

Approval of Consulting Agreement for Racial Profiling Report and Related Services from Del Carmen Consulting, LLC for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement #202408 between Del Carmen Consulting, LLC and Williamson County for the Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office in the not-to-exceed amount of $8,000.00, and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4)., and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. This independent quarterly audit and reporting service ensures that Williamson County remains in compliance with the racial profiling laws of Texas. The attached agreement outlines the services to be provided. This agreement will cover the one-year term for Fiscal Year 2024. General Counsel, Contract Audit, and Budget have reviewed this purchase. Funding source is 01.0100.0560.004100 for FY24. Department contact is Chief of Staff Rebecca Rodriguez.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Carmen Consulting LLC Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/11/2023 03:22 PM
County Judge Exec Asst.	Becky Pruitt	10/12/2023 08:23 AM
Form Started By: Mary Watson		Started On: 10/04/2023 08:28 AM
Final Approval Date: 10/12/2023		

PROFESSIONAL SERVICE AGREEMENT
FOR
SANDRA BLAND ACT AND THE TEXAS RACIAL PROFILING LAW
COMPLIANCE AND RELATED SERVICES
FOR
THE WILLIAMSON COUNTY SHERIFF'S OFFICE

This Professional Services Agreement for Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Del Carmen Consulting, LLC, hereinafter referred to as PROVIDER, for the purpose of providing professional services related to compliance with the Sandra Bland Act and the Texas Racial Profiling Law for the Williamson County Sheriff's Office, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, the services set forth in the, attached hereto as **Exhibit "A".** All services provided by PROVIDER shall be performed according to the regularly accepted standards for such services in the State of Texas.

II.
TERM

This Agreement shall become effective as of the date of the last party's execution below and continue until September 30, 2024, unless terminated sooner as authorized herein.

III.
COST AND PAYMENT

PROVIDER will be compensated based on the attached Exhibit A with Scope of Services, which is attached and incorporated herein as if copied in full. The not- to-exceed amount under this agreement is **$8,000.00 for FY2024** (from effective date through

September 30, 2024), unless amended by a change order and approved by the Williamson County Commissioners Court. Consultant will invoice County for Services Rendered.

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.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.
FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said

party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

VIII.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for its pro rata share of services rendered and goods actually received.

IX.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY: Williamson County Judge
Bill Gravell (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Sheriff
Mike Gleason
508 Rock Street
Georgetown, Texas 78626

PROVIDER: Del Carmen Consulting, LLC
Attn: Del Carmen
3122 Westwood Drive
Arlington, TX 76012

X.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each

that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XI.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, 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.

XII.
NO WAIVER OF IMMUNITIES

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

XIII.
COUNTY'S RIGHT TO AUDIT

PROVIDER 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 PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XIV.
APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

XV.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

Executed by the parties on the date referenced below to be effective as of the date of the last party's execution.

WILLIAMSON COUNTY, TEXAS

_____
Bill Gravell
Williamson County Judge

Date: _____

PROVIDER: Del Carmen Consulting, LLC

Alejandro del Carmen
_____
Signature

Date:10/3/23_____

EXHIBIT "A"
SCOPE OF SERVICES

1) Perform quarterly audits on the motor vehicle data in accordance with state law.

2) Draft the annual racial profiling report due March 1, 2023.

3) Perform the legally required data analysis on the racial profiling data which will be part of the annual racial profiling report.

4) Perform the legally required data analysis on searches which 6will part of the annual racial profiling

Commissioners Court - Regular Session **24.**

Meeting Date: 10/17/2023

Approval of Purchase of 2023 GMC Sierra 1500 SE from Gunn Buick GMC for the Sheriff's Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase between Williamson County and Gunn Buick GMC for a 2023 GMC Sierra 1500 total for $50,958.75 pursuant to BuyBoard Co-Op contract #601-19.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The quote for this purchase is attached. This new purchase will replace unit #SA1524. Fleet and Budget have reviewed this purchase and verified the replacement. Funding source is 01.0100.0560.005700 FY24. Department point of contacts is Chief James David.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Gunn Buick GMC quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/11/2023 04:10 PM
County Judge Exec Asst.	Becky Pruitt	10/12/2023 08:27 AM
Form Started By: Mary Watson		Started On: 10/06/2023 11:28 AM
Final Approval Date: 10/12/2023		

[redacted]

GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN
750 NE LOOP 410
San Antonio, TX 78209
Phone: (210) 496-0806

GUNN NISSAN of DENTON
5650 S Interstate 35 E
Corinth, TX 76210
Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 09/26/2023
Buyer's Name Williamson County
Co-Buyer's Name _____
Business Name Williamson County
Address 701 S Main
City & State Georgetown Zip 78626
Home Phone _____ Bus. Phone (512) 948-3368
Cell Phone _____ E-Mail john.foster@wilco.org
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. ____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # [redacted] Vin # [redacted]
Year 2023 Make GMC
Model Sierra 1500 Model Trim SLE
Miles 4 Color Summit White
M.S.R.P. $59,135.00 Discount $8,600.00 O.S.P. $50,535.00

Dealer Installed Accessories *

1. BuyBoard Fee	$400.00
2.	
3. BuyBoard Contract 601-19	
4.	
5.	
6.	
7.	

Selling Price	$50,535.00
Plus Owed Accessories	$400.00
Selling Price w/ Accessories	$50,935.00
Sales Services Fee	
Trade-In Appraised Value	$0.00
Factory Rebate(s), if any	
Sub-Total	$50,935.00
State Motor Vehicle Sales Tax	$0.00
Dealer's Inventory Tax	$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	$23.75
Balance Due on Trade-In	$0.00
Documentary Fee	$0.00
Total	$50,958.75
Deposit Receipt #	
Cash Down Receipt #	$0.00
Amount to Finance	$50,958.75

Vehicle Locator

Dealer Information

GUNN BUICK-GMC, LTD
16440 I-H 35 NORTH
SELMA, TX 78154
Phone: 210-599-5600
Fax: 210-599-8187

[redacted]

Model Year: 2023
Make: GMC
Model: 1500 Sierra
TK10743-Crew Cab Standard Box, 4WD
PEG: 3SA-SLE
Primary Color: GAZ-Summit White
Trim: H0U-3SA/3SB/3VL/1SA--Cloth, Jet Black, Interior Trim
Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T
Transmission: MHT-10-Speed Automatic

Event Code: 5000-Delivered to Dealer
Order #: [redacted]
MSRP: $59,135.00

Order Type: FNR-Fleet Commercial
Stock #: [redacted]
Inventory Status: N/A

Additional Vehicle Information	
GM Marketing Information	

Vehicle Options

All Options

3SA-SLE	A2X-Power Seat Adjuster (Driver's Side)
AKO-Deep Tinted Glass	AU3-Power Door Locks
AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature	B1J-Liner, Rear Wheelhouse
B30-Floor Covering: Carpet, Color Keyed	B59-Remote Start Package
BTV-Remote Vehicle Starter System	C49-Defogger, Rear Window Electric
C5Y-GVW Rating 7100 Lbs	CGN-Bed Liner, Spray-on, Black Textured Polyurea
CJ2-Climate Control, Electronic - Dual-zone	DLF-Mirrors, O/S: Power, Heated
E63-Body: Pick-Up Bed	G80-Auto Locking Differential, Rear
GAZ-Summit White	GU5-Rear Axle: 3.23 Ratio
H0U-3SA/3SB/3VL/1SA--Cloth, Jet Black, Interior Trim	IOK-Premium GMC Infotainment system
JL1-Integrated Trailer Brake Controller	K05-Engine Block Heater
K34-Cruise Control	K47-Heavy Duty Air Filter
KI3-Heated Steering Wheel	KI4-120 Volt Electrical Receptacle, In Cab
L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T	MHT-10-Speed Automatic
N10-Dual Exhaust System	N37-Steering Column, Manual Tilt & Telescoping
NC7-Emissions Override, Federal	NQH-Transfer Case: Active, 2-Speed, Autotrac, Rotary Dial
NZZ-Skid Plates	PCQ-SLE Convenience Package
PDI-GMC Pro Safety	PDU-SLE Value Package
QK1-Standard Tailgate	QT5-Tailgate Function--Manual w/ Assist, Pwr Release
RFX-X31 Off-Road and Protection Package	RIA-LPO - All Weather Interior Floor Liners
SAF-Lock, Spare Tire	TQ5-Headlamps, Intellibeam
U2K-SiriusXM Satellite Radio (subscription)	UD7-Rear Parking Assist Sensors
UE1-OnStar Communication System	UE4-Following Distance Indicator
UEU-Sensor, Forward Collision Alert	UF2-Lighting, Cargo Box, LED
UHN-Wheels: 18" 6-Spoke Machined w/ Dk Grey Accents, Alum.	UHX-Lane Keep Assist/Departure Warning
UHY-Automatic Emergency Braking	UVB-Rear Vision Camera, HD
V46-Bumper, Front, Chrome	VJH-Bumper, Rear, Chrome Step
VK3-Front License Plate Mounting Provisions	VQ3-Holdback Returned Monthly,Dealer Fleet Assistance
X31-Off-Road Package	XCK-Tires: 265/65 R18 All Terrain, Blackwall
XCQ-Tire, Spare: 265/70 R17 All Season, Blackwall	YF5-California Emissions
YM8-LPO Processing Option	Z82-Trailering Package

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Commissioners Court - Regular Session **25.**

Meeting Date: 10/17/2023

Donation of dog kennel & wire dog crate for Sheriff's Office K9 Unit

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of (1) used Large Gunner G1 kennel and (1) used XL Frisco Fold and Carry wire dog crate for the Sheriff's Office K9 unit pursuant to Tex. Loc. Gov't Code 81.032.

Background

The Williamson County Deputies Association would like to donate a 28"x33.25"x40.25" dog kennel valued at $900.00 new and a 48"x30"x32" wire dog crate valued $80.00 new to the Williamson County Sheriff's Office K9 unit.

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	10/12/2023 08:42 AM
Form Started By: Starla Hall		Started On: 10/11/2023 09:38 PM
Final Approval Date: 10/12/2023		

Commissioners Court - Regular Session **26.**

Meeting Date: 10/17/2023

Go For Locations LLC vehicle reimbursement agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Go For Locations, LLC for off duty contracting of County Sheriff Deputies to be effective October 17, 2023. (Traffic control for HEB commercial shoot on Oct 19th CR 412 in Taylor)

Background

This agreement gives permission for Go For Locations, LLC to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for traffic control. This agreement will begin on October 17, 2023 and will terminate on September 30, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Go For Locations

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 11:25 AM
Form Started By: Starla Hall		Started On: 10/12/2023 09:20 AM
Final Approval Date: 10/12/2023		

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 17, 2023 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

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

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

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

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

LEA: At the address set forth on signature page below

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

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

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Go For Locations LLC

Signature: Lindsey Sully

Printed Name: Lindsey Sully

Title: Location Manager

Date: October 12, 2023

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: October 12, 2023

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY 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 **27.**

Meeting Date: 10/17/2023

Petsmart Charities Grant

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

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant from Petsmart Charities.

Background

Adoption Prep grants are designed to support PetSmart Charities Adoption Partners with building and sustaining in-store adoption programs that help animals find loving homes. The aim of this grant would be to increase our adoptions at offsite locations to lessen the capacity of animals at the shelter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Petsmart Charities Grant

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/09/2023 02:13 PM
Form Started By: Misty Valenta		Started On: 10/06/2023 04:26 PM
Final Approval Date: 10/09/2023		

Grant Title/Project Name:	Increasing Adoptions
Department:	Animal Services
Requestor:	Misty Valenta
Contact Email:	mvalenta@wilco.org
Contact Phone Number:	512-943-3597
Start Date:	1/1/2024
End Date:	2/1/2025
Please select request category:	Asset, Personnel, Service
Describe the purpose of the grant in detail to include all requirements.	The Petsmart Charities grant would help bring more adoptable animals to Petsmart locations, increasing our overall adoption numbers and decreasing the number or animals in our care. The grant would help cover the cost of spay/neuter surgeries, supplies, and personnel.
Select the type of grant your department is applying for:	Private Foundation
What is the amount of the grant?	$75,000.00
Please provide a breakdown of the total cost above.	100 spay/neuter surgeries = $12,000 iPad and cellular data = $2,000 Animal enrichment = $1,000 Containment supplies = $2,000 Dog training = $2,000 Foster supplies = $2,000 Lifesaving Specialist salary and fringes = $54,000
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 be supplimenting and increasing a current donation funded program

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	Increasing the adoptions at our Petsmart locations will decrease the population of animals at the shelter. This impacts personnel time and shelter costs.
Where will the item be stored?	In the Foster/Volunteer Coordinators office
What is the useful life of the item?	The iPad should be useful for 5 years. All other equipment should last 1 - 2 years.
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	Set up and maintenance from IT
How will this item be funded when the grant ends?	Donations
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	If we get 100 animals adopted at Petsmart, we would gain the revenue of $5,000 in fees, estimated $1,000 in donations, and awarded $2,000 from Petsmart Charities.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	none
What is the cost and frequency to maintain/update the additional equipment?	$800 a year
What is the impact of this grant application on other internal/county departments?	Will need IT support for ordering a setting up the iPad
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	115
Version	1.0
Attachments	False
Created	10/6/2023 2:46 PM
Created By	Misty Valenta
Modified	10/6/2023 2:46 PM
Modified By	Misty Valenta

Commissioners Court - Regular Session **28.**

Meeting Date: 10/17/2023

Old DPS Remodel (ARPA 445P-12) – GC6 – AR1 for G2 Construction

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

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a report from G2 Construction for the Old DPS Remodel project (ARPA 445P/445A/12), First Amended and Restated Contract for Construction for a time extension of 270 days and for $702,000. Funding Source is 445P/44A/Old DPS Remodel/12.

Background

This amendment and restated agreement is to increase funds by $267,000 and add 270 days to substantial completion. Changes are required due to construction remodel issues resulting in changes to original scope. Department point of contact is Thomas Crockett, Facilities Management Project Manager. Funding for this project is 445P/445A Old DPS Remodel/12.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

G2 GC6-AR1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Shannon Francis	10/12/2023 11:48 AM
County Judge Exec Asst.	Becky Pruitt	10/12/2023 02:11 PM
Form Started By: Wendy Danzo		Started On: 10/11/2023 12:29 PM
Final Approval Date: 10/12/2023		

FIRST AMENDED AND RESTATED CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – TIPS – Contract Number 211001)

PROJECT:	**Old DPS Remodel** ("Project")	
GENERAL CONTRACTOR:	**G2 Construction Services, Inc.** Jimmy S. Gibson, Vice President 3300 Shell Road, Suite 4 Georgetown, TX 78628	("GC")
ARCHITECT:	**Williamson County Architect** Trenton H. Jacobs, AIA 3101 SE Inner Loop Georgetown, TX 78626	("A/E")
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Management** Attn: Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78641 / 78626	

THIS FIRST AMENDED AND RESTATED CONTRACT FOR GENERAL CONSTRUCTION ("First Amended Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

RECITALS

WHEREAS, County desires to retain a GC for the **remodel and refurbishment of the "Old DPS" and "Old Game Warden" buildings** (hereinafter called the "Project");

WHEREAS, County and GC desire to amend and restate that original **Contract for General Construction** ("Original Contract") being dated effective **April 4, 2023**, wherein GC agreed to render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project;

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this First Amended Contract and all exhibits and attachments listed, contained, or referenced in this First Amended Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this First Amended Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this First Amended Contract, all of which form this First Amended Contract and are as fully a part of this First Amended Contract as if attached to this First Amended Contract.

2.1.2
This First Amended Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this First Amended Contract, this First Amended Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES
GC accepts the relationship of trust and confidence established by this First Amended Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Two Hundred Seventy (270) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the First Amended Contract.

3.2 LIQUIDATED DAMAGES
GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **One Thousand Dollars ($ 1,000) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2
County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this First Amended Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3
Notwithstanding anything to the contrary in this First Amended Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this First Amended Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Seven Hundred Two Thousand Dollars ($ 702,000.00)** [1].

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Owner's Contingency.
County and GC acknowledge the Work has become necessary due to **the discoveries made during demolition** that have not allowed for all plans and specifications to be fully developed. Therefore, County and GC anticipate the need for future Change Orders to be issued after the Work commences. To provide funding for such Change Orders, a not to exceed amount of **Five Thousand Dollars ($ 5,000)** shall serve as the Owner's Contingency from which such changes in the Work are to be paid in accordance with the General Conditions.

5.3.1
Owner's Contingency is controlled solely by County.

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[1] The Contract Sum includes those payments previously paid to GC by County under the Original Contract in the amount of $412,908.95.

5.3.2
Expenditures from the Owner's Contingency must be made by Change Order issued by County in accordance with the General Conditions.

5.3.3
Unless otherwise provided in the Contract Documents, County will not pay a mark-up for profit and overhead on any change paid out of the Owner's Contingency. GC shall not be entitled to any compensation from any unused amounts of the Owner's Contingency.

5.3.4
For purposes of **Local Government Code Section 262.031** (calculation for maximum change order cap), the Contract Sum set out in **Paragraph 5.1** above, plus the Owner's Contingency (set out in **Paragraph 5.3** above), shall serve as the original Contract price.

5.4 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.4.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.4.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

County's Designated Representative for purposes of this First Amended Contract is as follows:

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

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this First Amended Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative

on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this First Amended Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this First Amended Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this First Amended Contract is as follows:

G2 Construction Services, Inc.
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 4
Georgetown, TX 78626

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this First Amended Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this First Amended Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7
NOTICE

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

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

With copy to: Williamson County Facilities Management
Attn: Director of Facilities

3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

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

GC: G2 Construction Services, Inc.
3300 Shell Road, Suite 4
Georgetown, TX 78628

Attention: Jimmy S. Gibson
Vice President

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

ARTICLE 8
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this First Amended Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This First Amended Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County shall be the sole place of venue for any legal action arising from or related to this First Amended Contract or the Project in which County is a party.

9.4 ASSIGNMENT
County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this First Amended Contract. GC shall not assign this First Amended Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this First Amended Contract.

9.5 OTHER PROVISIONS

9.5.1
GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this First Amended Contract, which representations and warranties shall survive the execution and delivery of this First Amended Contract, any termination of this First Amended Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this First Amended Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF AMENDED CONTRACT AND CONTRACT DOCUMENTS

10.1
This First Amended Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This First Amended Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This First Amended Contract between County and GC;
2. Exhibit A – Construction Documents

3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. First Amended Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the First Amended Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this First Amended Contract 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 FIRST AMENDED CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
G2 Construction Services, Inc.

By: _____
Signature

Jimmy S. Gibson
Printed Name

Vice President
Title

Date Signed: Oct. 10, 2023

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

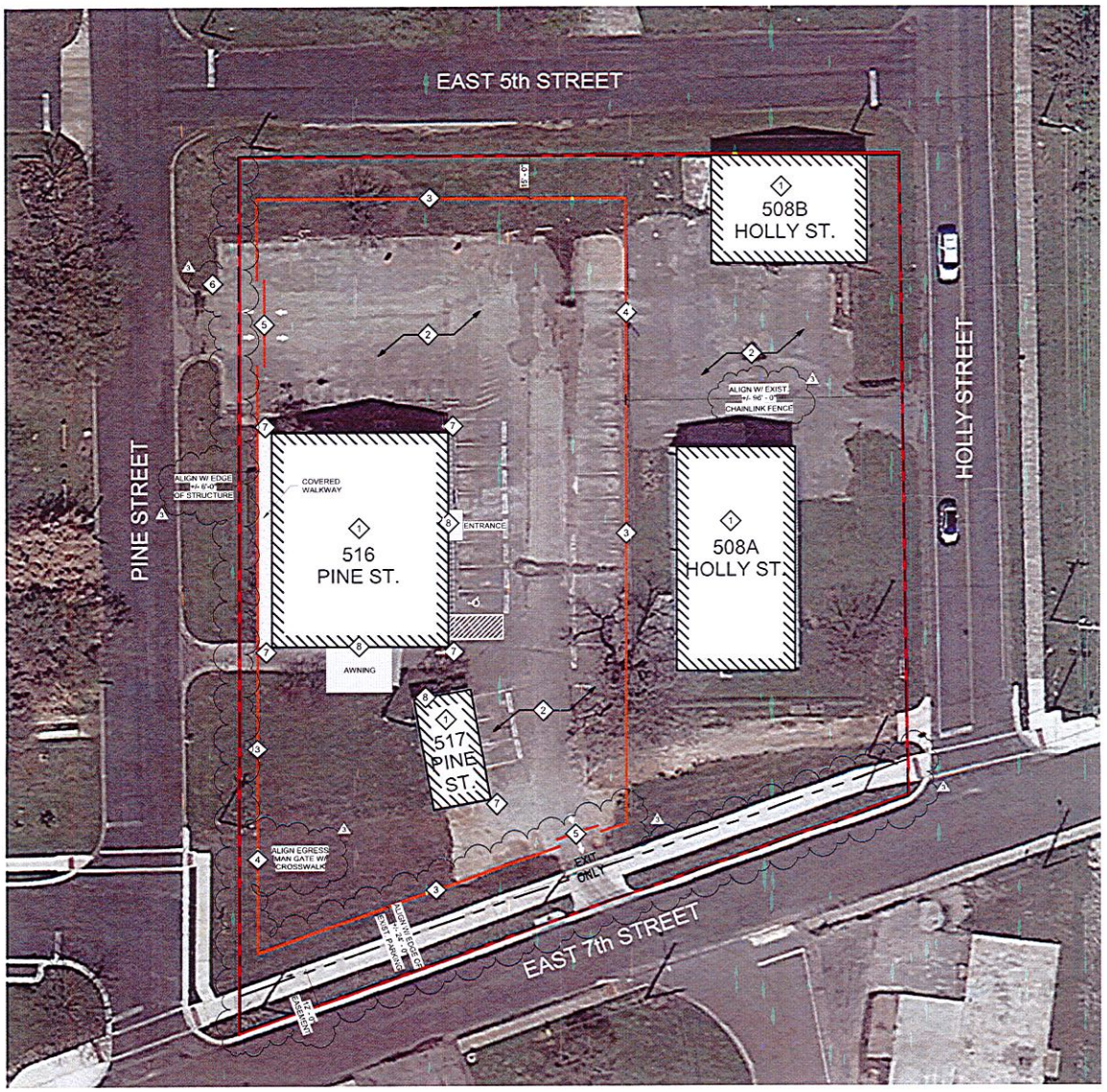
_____
Title

Date Signed: _____

EXHIBIT A

DESIGN DOCUMENTS

Attach Design Documents below:



1 SITE PLAN
1" = 20'-0"

SITE NOTES

1. SITE INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
2. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
3. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

KEYED SITE NOTES

1. EXISTING BUILDING
2. EXISTING SIDEWALKS, PAVEMENT, & PARKING
3. NEW 8-FT. WOOD PRIVACY FENCE
4. NEW EMERGENCY MAN GATE
5. NEW MECHANIZED VEHICLE GATE
6. NEW ENTRY KEYPAD & CARD READER (PROTECT W/ BOLLARDS)
7. NEW SECURITY CAMERA LOCATION (WIDE ANGLE VIEW)
8. NEW CARD READER AT EXTERIOR DOOR

WILLIAMSON COUNTY 1848

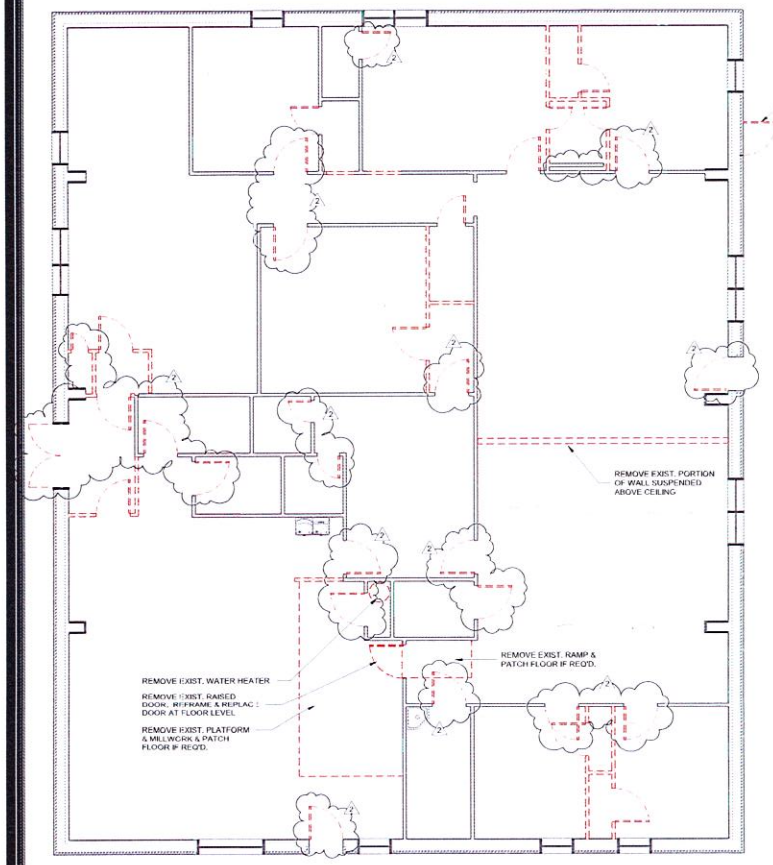
REGISTERED ARCHITECT KENNETH N. JACOBUS 22041 STATE OF TEXAS
12/8/22

OLD DPS BUILDING
S.O. REMODEL
516 PINE ST. GEORGETOWN, TX 78626

DRAWN BY: THJ
REVISIONS:
3 8/25/23 THJ

SITE PLAN
A1.1

HVAC NOTE:
REPLACE EXIST. OUTDOOR HVAC CONDENSERS & INDOOR AIR HANDLERS, AS REQ'D. CLEAN & REUSE EXIST. DUCTWORK WHERE FEASIBLE, TYP.



1 DEMOLITION PLAN
3/16" = 1'-0"

NORTH

CONSTRUCTION PHASING

- DEMOLISH
- EXISTING (TO REMAIN)
- NEW (METAL FRAMING)
- NEW (WOOD FRAMING)
- FUTURE (PLANNED)

DEMOLITION NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ DEPARTMENT/ BUILDING/ SHERIFF'S OFFICE REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. DEMOLITION PLANS & NOTES ARE PROVIDED TO CONVEY DESIGN INTENT.
3. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS.
5. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
6. OWNER HAS FIRST RIGHT OF SALVAGE TO BUILDING MATERIALS REMOVED AS PART OF DEMOLITION & NOT SPECIFIED FOR RE-USE IN CONSTRUCTION.
7. PRIOR TO DEMOLITION WORK, CONTRACTOR SHALL:
   - DISCONNECT UTILITIES TO AREAS AFFECTED BY THE WORK
   - PROVIDE UTILITIES TO AREAS WITH CONTINUED OCCUPANCY DURING THE WORK.
8. DURING DEMOLITION WORK, CONTRACTOR SHALL:
   - LOCATE, PRESERVE & PROTECT FROM DAMAGE
     a) UTILITY SERVICES & MAIN LINES
     b) EXISTING BUILDING & LANDSCAPE ELEMENTS TO REMAIN
     c) EXISTING WALLS & STRUCTURAL MEMBERS TO REMAIN
     d) FINISH WORK THAT BECOMES EXPOSED.
   - PERFORM WORK IN AN ORDERLY AND CAREFUL MANNER TO ACCOMMODATE CONNECTION OF NEW CONSTRUCTION TO EXISTING FEATURES.
   - CUT & CAP PLUMBING & WASTE LINES AT SLAB-LEVEL FOR CONCRETE TO REMAIN.
   - SALVAGE (WHERE POSSIBLE) STRUCTURAL & FINISH MATERIALS FOR REUSE.
9. AFTER DEMOLITION WORK, CONTRACTOR SHALL:
   - REPAIR OR REPLACE (TO OWNER'S SATISFACTION) AT NO EXTRA CHARGE
     a) PROPERTY, UTILITIES, LANDSCAPE FEATURES, ETC. DAMAGED DURING THE WORK
     b) DEMOLITION IN EXCESS OF THAT REQUIRED BY THE WORK.
   - COORDINATE, REMOVE, RECYCLE OR DISPOSE OF DEMOLISHED MATERIALS IN ACCORDANCE WITH FEDERAL & STATE LAW.
   - LEAVE SITE IN A CONDITION ACCEPTABLE TO OWNER.

KEYED DEMOLITION NOTES

1. DEMO. EXISTING & PROVIDE NEW STOREFRONT WINDOWS, TYP.
2. DEMO. EXISTING & PROVIDE NEW FLOORING PER WILCO STANDARD, TYP.
3. DEMO. EXISTING & PROVIDE NEW ACOUSTIC CEILING & GRID PER WILCO STANDARD, TYP.
4. DEMO. EXISTING & PROVIDE NEW LIGHTS & EXIT SIGNS PER WILCO STANDARDS, TYP.
5. REPLACE EXIST. OUTDOOR HVAC CONDENSERS & INDOOR AIR HANDLERS, AS REQ'D. CLEAN & REUSE EXIST. DUCTWORK WHERE FEASIBLE, TYP.
6. DEMO. EXISTING & PROVIDE LOW VOLTAGE CABLING PER WILCO STANDARDS, TYP.
7. DEMO. EXIST. PHONE D-MARK & ALL ASSOCIATED WIRING

WILLIAMSON COUNTY
1848

REGISTERED ARCHITECT
KENNETH H. JACOBS
STATE OF TEXAS
12/8/22

OLD DPS BUILDING
S.O. REMODEL
516 PINE ST. GEORGETOWN, TX 78626

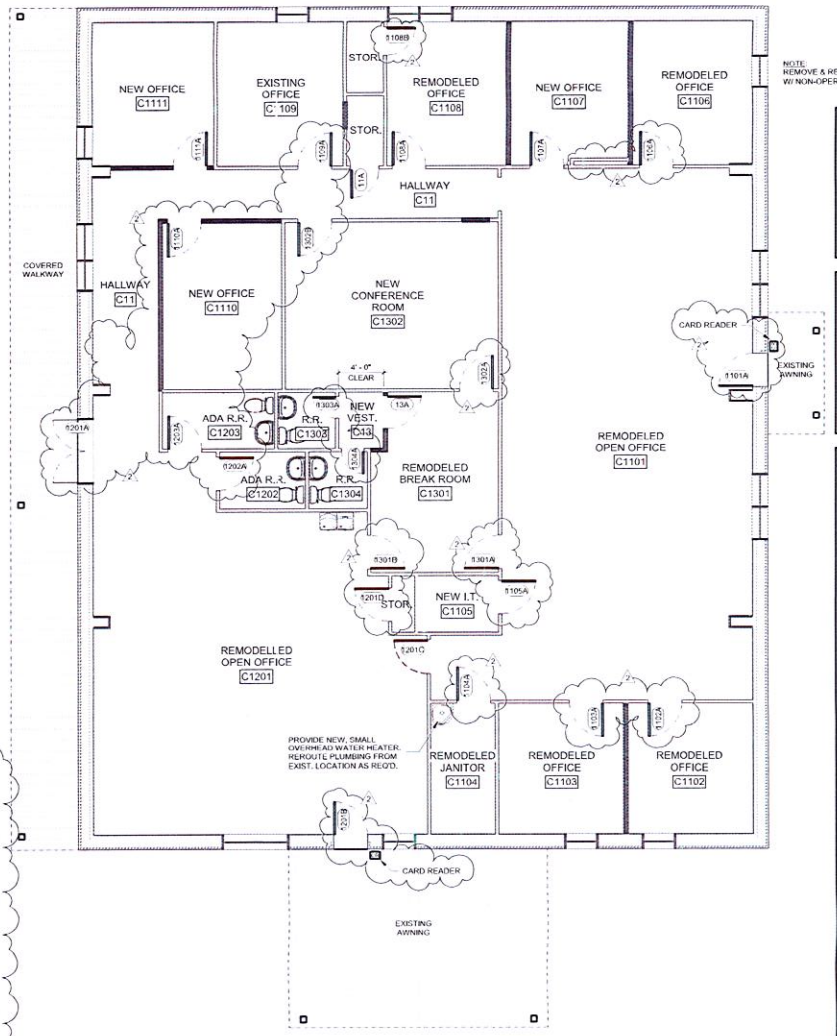
DRAWN BY: THJ
REVISIONS:
2 7/26/23 THJ

DEMOLITION FLOOR PLAN
DA2.1

THIS DRAWING CREATED FOR PRODUCTION (24"x36" FULL SIZE SHEET) (8½"x11" HALF SIZE SHEET)

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HVAC NOTE
REPLACE EXIST. OUTDOOR HVAC CONDENSERS & INDOOR AIR HANDLERS, AS REQ'D. CLEAN & REUSE EXIST. DUCTWORK WHERE FEASIBLE, TYP.



NOTE:
REMOVE & REPLACE ALL EXTERIOR WINDOWS W/ NON-OPERABLE STOREFRONT SYSTEM, TYP.

CONSTRUCTION PHASING

- DEMOLISH
- EXISTING (TO REMAIN)
- NEW (METAL FRAMING)
- NEW (WOOD FRAMING)
- FUTURE (PLANNED)

AIR QUALITY / ENERGY NOTES

1. LIMIT AIR INFILTRATION INTO CONDITIONED AND/OR OCCUPIED SPACES BY SEALING, CAULKING, GASKETING, AND/OR WEATHER-STRIPPING THE FOLLOWING:
   - EXTERIOR JOINTS AROUND WINDOWS & DOOR FRAMES
   - OPENINGS BETWEEN EXTERIOR WALLS & FOUNDATIONS
   - OPENINGS BETWEEN EXTERIOR WALLS & ROOF
   - OPENINGS AT PENETRATIONS OF UTILITIES THROUGH EXTERIOR FLOORS, WALLS AND/OR ROOFS
   - ALL OTHER SUCH OPENINGS IN THE BUILDING ENVELOPE
2. PROVIDE AN APPROPRIATELY-SIZED SPOT EXHAUST FAN IN EACH RESTROOM.

FLOOR PLAN NOTES

1. CONTRACTOR IS RESPONSIBLE FOR CONTINUOUS SECURITY AT AFFECTED OPENINGS FOR THE DURATION OF THE CONSTRUCTION CONTRACT. COORDINATE SECURITY STATUS CHANGES W/ COUNTY REPRESENTATIVE PRIOR TO IMPLEMENTING CHANGES.
2. INFORMATION CONCERNING EXISTING CONDITIONS IS SUITABLE FOR PREPARATION OF THE DRAWINGS & GIVEN FOR THE CONTRACTOR'S CONVENIENCE.
3. ARCHITECT DOES NOT GUARANTEE ACCURACY OF SUCH INFORMATION. IT IS CONTRACTOR'S RESPONSIBILITY TO INFORM HIMSELF & NECESSARY OFFICIALS AS TO THE CONDITIONS AFFECTING THE WORK.
4. DIMENSIONS GIVEN ARE TO FACE OF FRAMING, UNLESS INDICATED OTHERWISE.
5. WHERE CONSTRUCTION FEATURES EXIST, VERIFY DIMENSIONS WITH FIELD CONDITIONS.
6. FOR GYPSUM BOARD EXTERIOR CORNERS, PROVIDE:
   - STANDARD PROFILE CORNER BEADS FOR CORNERS NOT RECEIVING MILLWORK WRAP.
   - 3/4" RADIUS BULLNOSE CORNER BEADS WHERE NOTED AS "RND."
7. FOR DOORS & WINDOWS, VERIFY:
   - 6-IN. OFFSET FROM ADJACENT WALL FOR TRIM CLEARANCE
   - QUANTITIES, SIZES & FEATURES BEFORE ORDERING
   - ROUGH-OPENING SIZES BEFORE FRAMING.
8. COORDINATE SITE FLATWORK, SIDEWALKS, PORCHES, RAMPS ETC. TO MEET CURRENT VERSION OF TEXAS ACCESSIBILITY STANDARDS & OTHER CODE REQUIREMENTS.
9. COORDINATE ALL TRADES TO ENSURE COMPLETE & WORKING INSTALLATIONS.
10. NOTIFY ARCHITECT OF ANY DISCREPANCIES.

KEYED PLAN NOTES

1. DEMO. EXISTING & PROVIDE NEW STOREFRONT WINDOWS, TYP.
2. DEMO. EXISTING & PROVIDE NEW FLOORING PER WILCO STANDARD, TYP.
3. DEMO. EXISTING & PROVIDE NEW ACOUSTIC CEILING & GRID PER WILCO STANDARD, TYP.
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6. DEMO. EXISTING & PROVIDE LOW VOLTAGE CABLING PER WILCO STANDARDS, TYP.
7. DEMO. EXIST. PHONE D-MARK & ALL ASSOCIATED WIRING

DOOR SCHEDULE

DOOR NUMBER	SIZE H	SIZE W	SIZE T	DOOR TYPE	DOOR MAT'L	FRAME TYPE	FRAME MAT'L	HARDWARE SET	FIRE RATING	REMARKS
11A	7' - 0"	2' - 6"	0' - 1 3/4"	D3	WOOD		H.M.	HW-5		
13A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-3		
1101A	7' - 0"	3' - 0"	0' - 1 3/4"	D1	H.M.		STEEL	HW-6		EXTERIOR DOOR W/ CARD READER
1102A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-3		
1103A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-3		
1104A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-5		
1105A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-5		
1106A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-3		
1107A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-3		
1108A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-3		
1108B	7' - 0"	2' - 6"	0' - 1 3/4"	D3	WOOD		H.M.	HW-3		
1109A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-3		
1110A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-3		
1111A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-1		
1201A	7' - 0"	5' - 8"	0' - 1 3/4"	D5	ALUM.		STEEL	HW-7		EXTERIOR STOREFRONT - EMERGENCY EXIT ONLY
1201B	7' - 0"	3' - 0"	0' - 1 3/4"	D1	H.M.		STEEL	HW-6		EXTERIOR DOOR W/ CARD READER
1201C	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-3		
1201D	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-5		
1202A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-4		
1203A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-4		
1301A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-2		
1301B	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-2		
1302A	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-2		
1302B	7' - 0"	3' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-2		
1303A	7' - 0"	2' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-4		
1304A	7' - 0"	2' - 0"	0' - 1 3/4"	D3	WOOD		H.M.	HW-4		

1 NEW CONSTRUCTION PLAN
3/16" = 1'-0"

NORTH

WILLIAMSON COUNTY
1848

REGISTERED ARCHITECT
KENTON H. JACOBS
22041
STATE OF TEXAS
12/8/22

OLD DPS BUILDING
S.O. REMODEL
516 PINE ST. GEORGETOWN, TX 78626

DRAWN BY: THJ
REVISIONS:
2 7/26/23 THJ

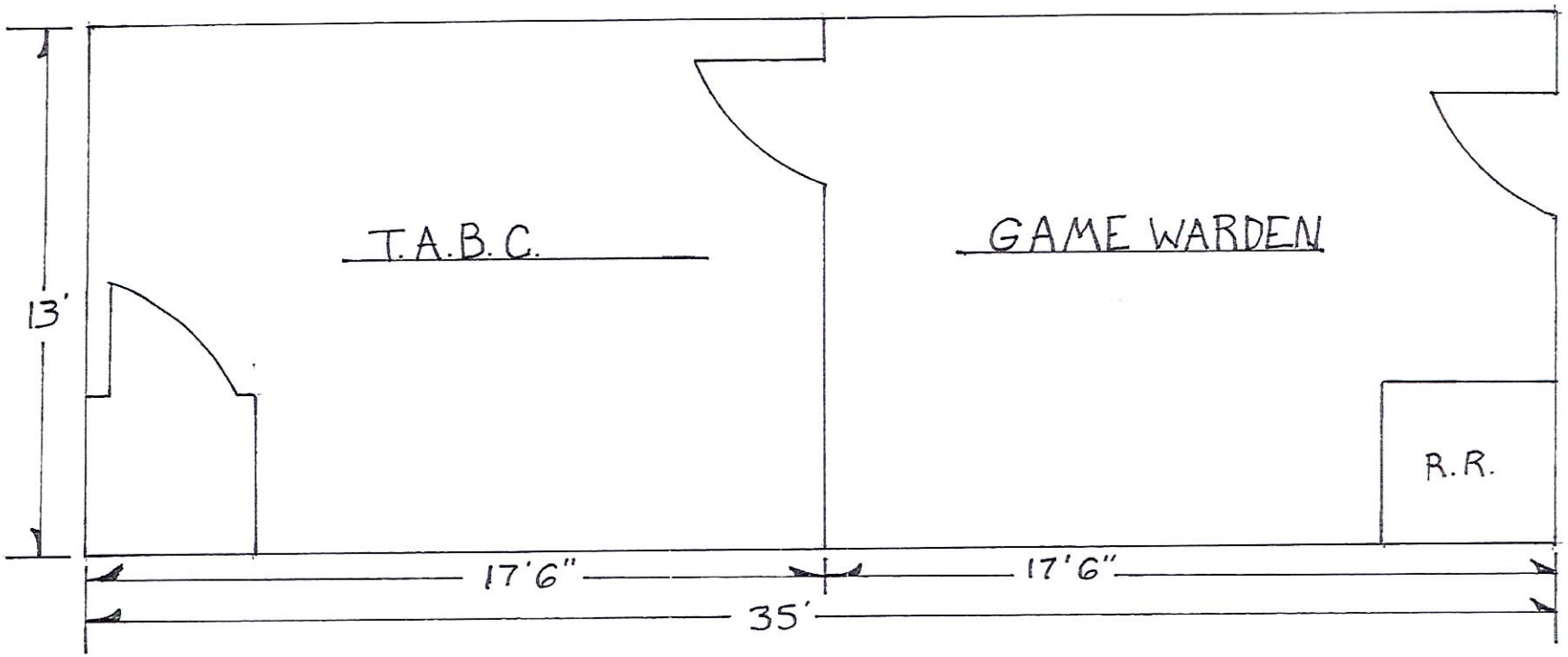
FLOOR PLAN
A2.1

THIS DRAWING CREATED FOR PRODUCTION ON 22"x34" PLOT SIZE SHEET (ARCH D PAPER SIZE SHEET)

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GAME WARDEN/T.A.B.C.

455 SF



G2 CSi
General Contractor

TIPS
AWARDED VENDOR

Additional Scope Proposal Details

Communication (Originally in owners' scope)

1. Install 2 cat 6 plenum cables to 12 cubicles locations per plans.
Install 2 cat 6 plenum cables to 11 locations per plans.
Install 2 cat 6 plenum cables to 3 locations per plans for spares.
Install 1 cat 6 plenum cable to 3 locations per plan for AP.
Install new Panduit Rack and wire managers.
Cables will be installed above ceiling in attic, using j hooks.
Install appropriate size faceplate at each location.
55 cat 6 total, label and test cables.
Demolition of existing data.

Video Surveillance System (Originally in owners' scope)

2. Camera cabling and cable support.
Two TU8001 Ethernet Surge Protectors
Two exterior cameras with mount at the following locations:
    - Axis P3717-PLE- Southeast Corner of Building
    - Axis P3717-PLE- Northeast Corner of Building

Initial programming will include:

- Enrolling the camera and setting up basic motion detection.
- One administrative account.
- One view only account.
- Estimated days of storage 30.
- 1080p at H.265 and 12 FPS.
- Calculations are based on 40% motion detection or event recording.

3303 Shell Road, Suite 3 Georgetown, TX 78628
Email: sales@g2csinc.com Fax: 512.688.5724 Tel: 512.688.5725
G2 Construction Services, Inc.

G2 CSi
General Contractor



Access Control System (Originally in owners' scope)

3. Cable and labor installation of the following equipment:
   - (1) LSP prewired & power supply to house the Lenel Access Control Boards with backup battery.
   - (2) Lenel access control boards (One 1320 & One 2220).
   - (2) 40KT readers (Two interior readers with keypads)
   - (2) 20KT readers (Two exterior mullion readers with keypads)
   - (4) door status contacts
   - (4) REX motion detectors
   - (1) 12v 7AH Backup Battery

Electrical (Additional Scope)

4. Add receptacles and switches in new walls.
Install two new 150 amp sub panels. One in existing location, one in new wall.
Provide and install all conduit and wire for 3 power drops for furniture.
Trench and install 250 LF of ¾" and 1" for entry and exit gates.(Originally bid solar & Battery)
Replace existing AC disconnects with new cuttler hammer disconnects.
Replace existing electrical at new grinder pump.
Replace all 2 X 4 light fixtures in game warden building with Wilco LED specified lights.
Replace all sconce lights on DPS & game warden building with new as per Wilco specifications.
Add a double flood LED at game warden building as requested by Wilco.
Trace all circuits in the existing 400-amp panel.
Redline updated plans with existing circuits and make a new panel schedule for existing panel.
Label every existing J box cover with circuit and voltage.
Re route existing conduit for new panel feed to existing 400-amp panel.
Pull wire out of existing 200 amp disconnect at pole and cap off conduit at building after the County has meter pulled.

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TIPS
AWARDED VENDOR

Plumbing

5. Remove and replace 4" S/S line 230 LF. , includes saw cut parking lot, trench, install new S/S line, and haul off all spoils. Installation of sand and fill, compacted and ready for asphalt repairs.

Install new sewer grinder pump (2HP) and replace float and associated piping.
Install new sink and associated apparatuses at breakroom.(During abatement the cabinet and sink was damaged)
Remove and replace 1 commode and 1 lavatory at game warden building.
Haul off all debris and clean up.

Paving

6. Asphalt Prime Pave Patch work for trenches at S/S line and gate conduit trenches.

800 SF to depth of 2".
Sealcoat approximately 20,000 SF- two coats.
Striping.

- Parking stalls
- Handicap stencils
- ADA hash-outs
- Fire lane

Cabinetry and Tops

7. White Melamine cabinet construction.

Approx 7 LF base cabinet, includes ADA sink frame/panel. Acrylic countertop with 4" splash. Two upper cabinets 24" X 30" each with 24" spacing between countertop and cabinets.
Top will be PL-1 Wilsonart 7921-38 Tuscan Walnut.
5mm pin holes on 32 mm system for shelf support.
20" full extension slides on white vinyl, or birch draw boxes.
Shelves to be ¾" melamine with edge banding (hardwood edge banding excluded)
Countertop- SS-1 Wilsonart 9201-gs Hot Stone.
96 mm wire pulls.

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G2 CSi
General Contractor

TIPS
AWARDED VENDOR

Mechanical Brand Change

8. Switch to Lennox in Lou of Goodman per owner's request.

Gutters and flashing repairs to alleviate leaks.

9. Install 24G standard color box profile gutters and downspouts at game warden building. Demolition and fabricate and install new window flashing, due to lack of proper flashing to alleviate future leaks.

Insulation

10. Apply +/- 5.5 nominal inches of open cell foam insulation to both gable ends, then apply a thermal barrier paint to all exposed spray foam.

Flooring at Game Warden Building

11. Floor Prep and install 504 SF of Tarkett ID Latitude Wood Plank 6 X 48. Install 240 LF Pinnacle-Cove-4" Wall Base.

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TIPS
AWARDED VENDOR

Division 8 Adds

12. Power wash and paint the exterior building to match existing color.
Removing water damaged sheetrock, studs, and track, and replace.
Additional Demolition and framing as per new drawings dated 7/26/23.
Demolition and installation of additional 15 doors and hardware as per new drawings dated 7/26/23.
Installation of R-13 batts were originally there was none.
Installation of R-13 Batts between the top of the exterior walls and the perlin.
Install insulation on top of new ceiling tile when finished.
R&R bars from windows in game warden building, demo all paneling, base board and ceiling tile.
Seal CMU, then paint all walls.
Patch gride and install new ceiling tiles to match DPS Building.

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G2 Construction Services, Inc.

WILLIAMSON COUNTY
1848
FACILITIES DEPARTMENT

EXECUTIVE SUMMARY

County Standard General Notes

PURPOSE:

Large public buildings with multiple user groups, having been occupied for many years, often present unforeseen complexities for parties seeking to make improvements. Often times, a current construction project or installation reveals layers of work over time that may now be outdated or no longer compliant with modern standards.

In an effort to keep various County agencies informed of building improvement and safety needs, Facilities will require the following General Notes to be included in all Contract documents and Scope of Work:

GENERAL NOTES:

1. *Contractor/ Installer shall notify County of any existing non-conforming/ non-code compliant installations or life-safety conditions uncovered or observed in the process of the Work. Conditions shall be reported whether or not they are within or outside the contractual scope of work.*

2. *Contractor shall maintain the Fire Protection system of the entire building in working order for the duration of the project. Notify County of any conditions related to the Fire Protection system uncovered or observed outside the contractual scope of work.*

by: Trenton H. Jacobs, County Architect Facilities Dept.

cc: Facilities Dept./ I.T Dept.

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
GENERAL	ADA	Meets all current ADA Standards.
	AHJ CODES	Meets all current AHJ standards and codes.
STRUCTURAL	ROOF	Design roof structure with the capacity to support future solar panel installation.
	ENVELOPE	Building envelope should be water tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise
	ROOF ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
ELECTRICAL	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
	FIXTURES	Energy efficient technology. LED fixtures or equivalent energy use.
PLUMBING	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	FIXTURES	Automatic (touch less): toilets, lavatory fixtures.
HVAC	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
HARDWARE	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
	RESTROOM HARDWARE	Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers
		Key boxes & specefic key box for elevator(s)
ACCESS CONTROL	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
SECURITY	BUILDING SPECIFIC	
INSULATION	SOUND BATTS	Sound batting should be installed at all office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation
		or deck insulation.
CEILING TILE	ACOUSTICAL TILE	Sound deadening type, not light weight foam type.
MAINTENANCE	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
LANDSCAPING	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.
	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.

		No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE /	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.
GARAGE/ SHOPS	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for
		mechanical ventilation.
MISCELLANEOUS	COMMISSIONING	No commissioning of buildings required. A fully functional and maintainable building is expected as part of the construction contracting and professional services
		contracting process.
	TRAINING	Provide training for specialty systems/items
	LABELS	Labels on ceiling grid for above ceiling equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	HAND DRYERS	Automatic hand dryers at restrooms.
	FIRE ALARM	Simplex or Silent Night
FIRE PROTECTION	PLANS	Update whole building plans (digital) and coordinate update of fire panel info

Trenton Jacobs

From: Trenton Jacobs
Sent: Monday, February 28, 2022 4:00 PM
To: Chris Ball; Jeffrey Hancock; Christi Stromberg; Rory M. Tierney; Nathan Pearl; Daniel Shea; Thomas Solis
Cc: Dale Butler
Subject: RE: WilCo CAT5-6 cable colors

Updates to Cable colors for POTS lines…

Badge Readers = RAINBOW
Public Safety = RED
POTS Lines = GRAY
Security (cameras and connect to Lenel Panel) = YELLOW
IT Data Drops, Light Controls, A/C = BLUE
IT Wireless AP = WHITE

Trenton H. Jacobs, AIA
County Architect

WILLIAMSON COUNTY 1848 FACILITIES

3101 SE Inner Loop
Georgetown, TX 78626

512-943-1193 Office
512-966-9472 Mobile

Surveys can be completed at: Customer Feedback
Should you need Facility Maintenance Services please submit a work order at: Service Request

NOTICE OF CONFIDENTIALITY:
The information in this communication is confidential and intended only for the exclusive use of the addressee.
The copying, distribution, or other use of this communication by the addressee or any other person or entity is prohibited.
If you have received this communication by mistake, please notify the sender immediately and destroy all forms of this communication.

From: Trenton Jacobs
Sent: Friday, November 12, 2021 12:19 PM
To: Chris Ball <cball@wilco.org>; Jeffrey Hancock <jeff.hancock@wilco.org>; Christi Stromberg <CStromberg@wilco.org>; Rory M. Tierney <rory.tierney@wilco.org>; Nathan Pearl <npearl@wilco.org>; Daniel Shea <dshea@wilco.org>; Thomas Solis <tsolis@wilco.org>
Cc: Dale Butler <dbutler@wilco.org>
Subject: RE: WilCo CAT5-6 cable colors

Based in Chris's feedback current standard colors for cabling…

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

A. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Contract/Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Contract/Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

B. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Contract/Agreement and the laws of the State of Texas.

C. The Contractor shall provide and maintain, until the Work covered in the Contract/Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
1.	Worker's Compensation	Statutory
2.	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

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

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

4. 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	

5. Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price or Contract Sum. The policy shall include coverage for loss or damage

caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions in the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

D. Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

      i. a certificate of coverage, prior to the other person beginning work on the Project; and
      ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

E. If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

F. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

G. The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

H. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement/Contract,

and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

I. Owner reserves the right to review the insurance requirements set forth herein during the Contract/Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

J. Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

K. Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

L. Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Contract/Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Contract/Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary,

and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article

is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5

Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1

The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2

In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's

administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4

Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the Owner. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 Prevailing Wage Schedule. The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 Complaints of Violations of Prevailing Wage Rates. Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. It the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 Prevailing Wage Retainage. Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions
If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "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 CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE 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.

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2

All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1

The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Commissioners Court - Regular Session **29.**

Meeting Date: 10/17/2023

Cobb Fendley 1811-273 WA4 SA5 On Call Utility Capital Imp Projects

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 5 to Work Authorization 4 under Williamson County Contract between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for On Call Utility Coordination and Relocated for All Williamson County Road and Bridge Capital Improvement Projects. This supplemental is to extend the expiration date to July 31, 2026 and increase the maximum amount payable to $300,000.00. Funding source: Capital Projects.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb Fendley 1811-273 WA4 SA5 On Call Utility Capital Imp Projects

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/09/2023 04:23 PM
County Judge Exec Asst.	Becky Pruitt	10/10/2023 04:25 PM
Form Started By: Vicky Edwards		Started On: 10/09/2023 01:29 PM
Final Approval Date: 10/10/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. _5__
TO
WORK AUTHORIZATION NO. __4__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects

This Supplemental Work Authorization No. __5_ to Work Authorization No. __4__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __4__ dated effective **November 3, 2021** (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 **$250,000.00** to **$300,000.00**.

II. The above referenced Work Authorization termination date shall be modified to **July 31, 2026**. 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: Sandra G Khoury	By:
Signature	Signature
Sandra G. Khoury, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Executive Vice President	Williamson County Judge
Title	Title
10/9/2023	
Date	Date

Attachment C - Work Schedule

Cobb Fendley & Associates, Inc. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **30.**

Meeting Date: 10/17/2023

2024 TAC Voting Member Appointment

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Robert B. Daigh, P.E. as Williamson County's Primary Voting Member and J. Terron Evertson, P.E. as Williamson County's Alternate Voting Member to the 2024 Campo Technical Advisory Committee.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2024 TAC Voting Member Appointment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/09/2023 03:20 PM
Form Started By: Vicky Edwards		Started On: 10/09/2023 03:11 PM
Final Approval Date: 10/09/2023		

2024 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER:

Name: Robert B. Daigh, P.E.

Title: Senior Director of Infrastructure

Organization: Williamson County

Representing: Williamson County

Address: 3151 SE Inner Loop, Georgetown, TX 78626

Phone: 512.943.3330

Email: bdaigh@wilco.org

Term Expiration: January 31, 2025

ALTERNATE VOTING MEMBER:

Name: J. Terron Evertson, P.E.

Title: Deputy Director of Infrastructure

Organization: Williamson County

Representing: Williamson County

Address: 3151 SE Inner Loop, Georgetown, TX 78626

Phone: 512.943.3330

Email: tevertson@wilco.org

Term Expiration: January 31, 2025

_____

Signature of Appointing Official

Return to: Kimberly Petty, Executive Assistant
kimberly.petty@campotexas.org

DEADLINE FOR COMPLETED FORM - DECEMBER 15, 2023

Commissioners Court - Regular Session **31.**

Meeting Date: 10/17/2023

2024 TAC Voting Member Appointment Smaller Cities

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Tom Yantis as Williamson County's Primary Voting Member and Matthew Rector as Williamson County's Alternate Voting Member to the Campo Technical Advisory Committee Smaller Cities.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2024 TAC Voting Member Appointment Smaller Cities

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/09/2023 04:43 PM
Form Started By: Vicky Edwards		Started On: 10/09/2023 03:18 PM
Final Approval Date: 10/09/2023		

2024 APPOINTMENT TO THE TECHNICAL ADVISORY COMMITTEE

PRIMARY VOTING MEMBER (SMALLER CITIES REPRESENTATIVE):

Name: Tom Yantis

Title: Assistant City Manager and Director of Development Services

Organization: City of Taylor

Representing: City of Taylor

Address: 400 Porter St., Taylor, TX 76574

Phone: 512.352.3863

Email: Tom.Yantis@taylortx.gov

Term Expiration: January 31, 2025

ALTERNATE VOTING MEMBER (SMALLER CITIES REPRESENTATIVE):

Name: Matthew Rector

Title: City Engineer

Organization: City of Hutto

Representing: City of Hutto

Address: 500 W Live Oak St., Hutto, TX 78634

Phone: 512.759.4025

Email: matt.rector@huttotx.gov

Term Expiration: January 31, 2025

_____

Signature of Appointing Official

Return to: Kimberly Petty, Executive Assistant
kimberly.petty@campotexas.org

DEADLINE FOR COMPLETED FORM - DECEMBER 15, 2023

Commissioners Court - Regular Session **32.**

Meeting Date: 10/17/2023

Preliminary plat for the Warren Tract 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 preliminary plat for the Warren Tract subdivision – Precinct 2.

Background

This proposed subdivision consists of 827 single family lots, 1 high density single family/multifamily/commercial lot, 8 open space lots, 1 amenity center lot, 4 water quality/open space lots, 1 open space/water quality/utility lot, 1 wastewater treatment plant lot and 26,714 linear feet of new roads on 232.44 acres.

Timeline

2022-10-19 – initial submittal of the preliminary plat
2022-11-18 – 1st review complete with comments
2022-12-30 – 2nd submittal of preliminary plat
2023-01-13 – 2nd review complete with comments
2023-04-14 – 3rd submittal of preliminary plat
2023-04-29 – 3rd review complete with comments
2023-05-30 – 4th submittal of preliminary plat
2023-06-14 – 4th review complete with comments
2023-08-24 – 5th submittal of preliminary plat
2023-09-08 – 5th review complete with comments
2023-09-26 – 6th submittal of preliminary plat
2023-10-11 – 6th review complete with comments clear
2023-10-12 – preliminary placed on the October 17, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

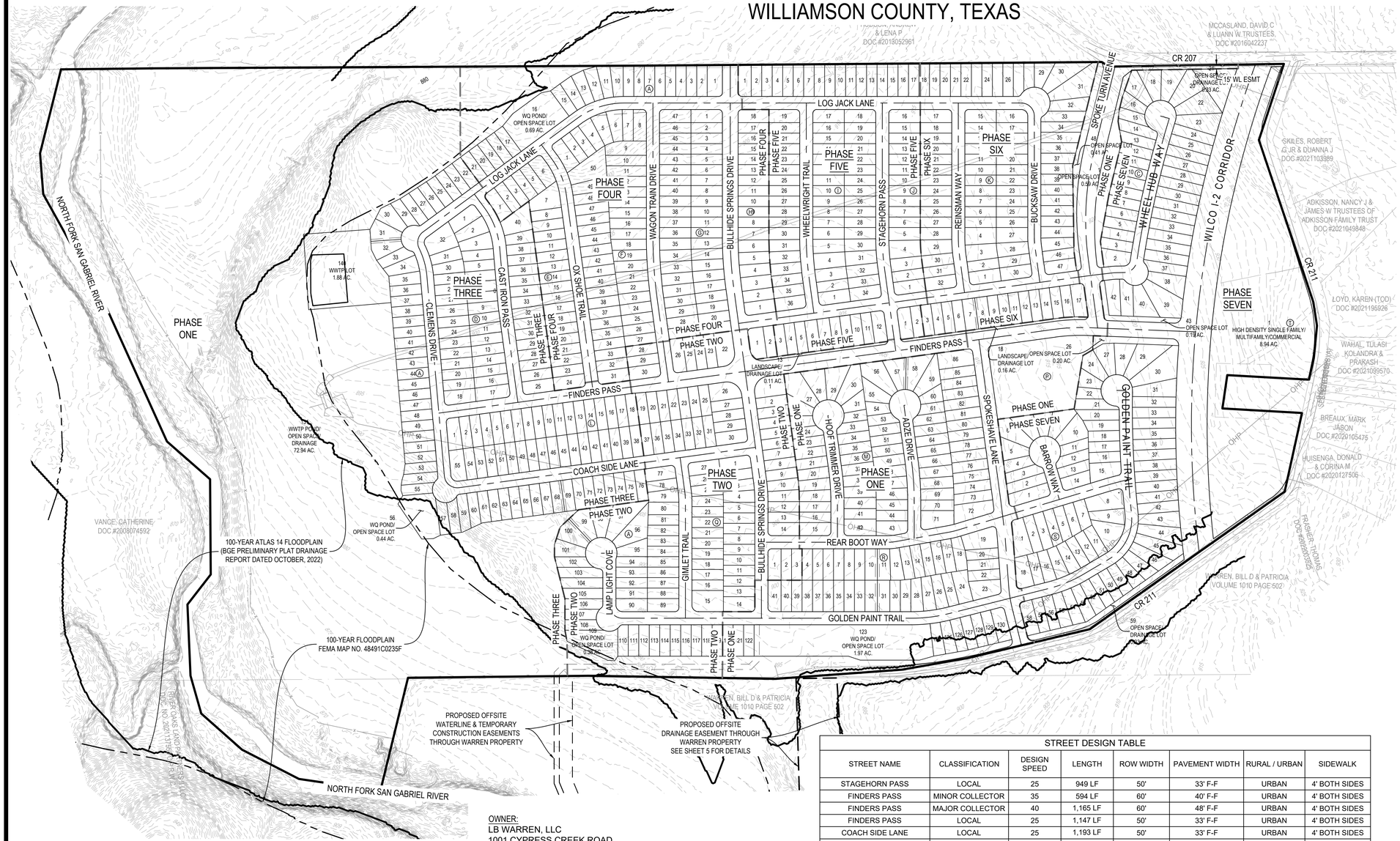
Attachments

preliminary plat - Warren Tract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 11:57 AM
Form Started By: Adam Boatright		Started On: 10/12/2023 11:38 AM
Final Approval Date: 10/12/2023		

WARREN TRACT
"CASCADE"
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS



NOTES:

1. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
2. THE CONTRACTOR SHALL OBTAIN A "NOTICE OF PROPOSED INSTALLATION OF UTILITY LINE" PERMIT FROM WILLIAMSON COUNTY FOR ANY WORK PERFORMED IN THE EXISTING COUNTY RIGHT-OF-WAY (DRIVEWAY APRON, WATER MAIN TIE-IN, ETC.) THIS PERMIT APPLICATION WILL REQUIRE A LIABILITY AGREEMENT, A CONSTRUCTION COST ESTIMATE FOR WORK WITHIN THE RIGHT-OF-WAY INCLUDING PAVEMENT REPAIR (IF NEEDED), A PERFORMANCE BOND, CONSTRUCTION PLANS AND, IF NECESSARY, A TRAFFIC CONTROL PLAN. AN INSPECTION FEE, AND A RE-CONSTRUCTION MEETING MAY ALSO BE REQUIRED, DEPENDING ON THE SCOPE OF WORK. THE PERMIT WILL BE REVIEWED AND APPROVED BY THE COUNTY ENGINEER AND MUST ALSO BE APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT IF ANY ROAD CLOSURE IS INVOLVED.
3. NO LOTS WITHIN THIS SUBDIVISION SHALL BE FURTHER SUBDIVIDED. (WCSR F1.2)
4. THE FRONT BUILDING SETBACK LINE ON ALL PUBLIC ROADS SHALL BE 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY, 10 FEET FROM THE BACK OF LOT LINE AND 5 FEET FROM THE SIDES OF LOT LINES. CORNER LOTS WILL BE 15 FT ON THE RIGHT-OF-WAY SIDE INSTEAD OF 5 FEET.
5. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION REQUIREMENT IN ACCORDANCE WITH WCSR SECTION B11.1.1 DUE TO ITS PROXIMITY TO THE DETENTION EXEMPT STREAM REACH OF THE NORTH FORK SAN GABRIEL RIVER.
6. THE INTERSECTION OF FINDERS PASS AND THE I-2 CORRIDOR MAY NOT HAVE ACCESS OR MAY HAVE POTENTIALLY LIMITED ACCESS.
7. UTILITY PROVIDERS WILL BE:
   WATER: CITY OF GEORGETOWN
   WASTEWATER: WCMUD 38
   ELECTRICAL: PEDERNALES ELECTRICAL COOPERATIVE
   TELECOM: AT&T
8. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISIONS OF LOT 1 BLOCK T. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF LOT X BLOCK T INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.
9. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021. RESIDENTIAL DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 211, THE ADJACENT COUNTY ROAD, OR THE I2 CORRIDOR.
10. ADDITIONAL ADJACENT PROPERTY OWNERSHIP INFORMATION:
    A: AYORDINE, OLADIPO & ABIMBOLA, DOC #2022089010
    B: STOUT, SETH & TIFFANY, DOC #2020118229
    C: ANTON, CAROL & MANUEL, DOC #2020115197
11. CORRIDOR I2 IS NOT PROPOSED TO BE CONSTRUCTED AS PART OF THIS PRELIMINARY PLAT. IT IS ANTICIPATED THAT CONSTRUCTION OF CORRIDOR I2 WILL BE COMPLETED IN THE FUTURE BY WILLIAMSON COUNTY AND/OR ANOTHER GOVERNMENTAL ENTITY, BUT NOT BY THE OWNER OR DEVELOPER OF THIS SUBDIVISION. THE 120' RIGHT-OF-WAY SHOWN FOR CORRIDOR I2 WILL BE DEDICATED BY FINAL PLAT.

Sheet List Table

Sheet Number	Sheet Title
1	OVERALL PROPERTY BOUNDARY
2	PRELIMINARY PLAT (SHEET 1 OF 3)
3	PRELIMINARY PLAT (SHEET 2 OF 3)
4	PRELIMINARY PLAT (SHEET 3 OF 3)
5	PRELIMINARY DRAINAGE PLAN
6	PRELIMINARY UTILITY PLAN (SHEET 1 OF 2)
7	PRELIMINARY UTILITY PLAN (SHEET 2 OF 2)

TOTAL NO. OF LOTS:
NO. OF BLOCKS: 20
NO. OF SINGLE FAMILY LOTS: 827
NO. OF HIGH DENSITY SINGLE FAMILY/ MULTI FAMILY/COMMERCIAL LOTS: 1
NO. OF OPEN SPACE LOTS: 8
NO. OF AMENITY CENTER LOTS: 1
NO. OF OPEN WQ POND/OPEN SPACE LOTS: 4
NO. OF WWTP POND/OPEN SPACE/DRAINAGE LOTS: 1
NO. OF WW TREATMENT PLANT LOTS: 1

TOTAL LINEAR FOOTAGE OF STREETS: 26,714 LF

ACREAGE ENTIRE SUBDIVISION: 232.44 ACRES

ORIGINAL SUBMITTAL DATE: 21 SEPTEMBER, 2022

OWNER:
LB WARREN, LLC
1001 CYPRESS CREEK ROAD
SUITE 203
CEDAR PARK, TX 78613

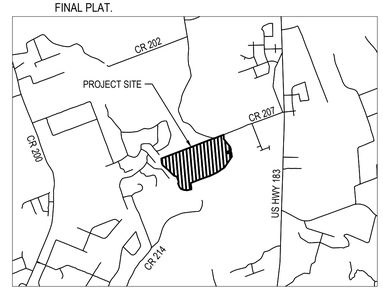
DEVELOPER:
CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES
6720 VAUGHT RANCH ROAD
SUITE 200
AUSTIN, TX 78730
512-320-8833

ENGINEER:
BGE, INC., TBPE F-1046
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728
(512) 879-0400

SURVEYOR:
BGE, INC., TBPE F-1046
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728
(512) 879-0400

STREET DESIGN TABLE

STREET NAME	CLASSIFICATION	DESIGN SPEED	LENGTH	ROW WIDTH	PAVEMENT WIDTH	RURAL / URBAN	SIDEWALK
STAGEHORN PASS	LOCAL	25	949 LF	50'	33' F-F	URBAN	4' BOTH SIDES
FINDERS PASS	MINOR COLLECTOR	35	594 LF	60'	40' F-F	URBAN	4' BOTH SIDES
FINDERS PASS	MAJOR COLLECTOR	40	1,165 LF	60'	48' F-F	URBAN	4' BOTH SIDES
FINDERS PASS	LOCAL	25	1,147 LF	50'	33' F-F	URBAN	4' BOTH SIDES
COACH SIDE LANE	LOCAL	25	1,193 LF	50'	33' F-F	URBAN	4' BOTH SIDES
WAGON TRAIN DRIVE	LOCAL	25	1,068 LF	50'	33' F-F	URBAN	4' BOTH SIDES
CLEMENS DRIVE	LOCAL	25	971 LF	50'	33' F-F	URBAN	4' BOTH SIDES
LAMP LIGHT COVE	LOCAL	25	279 LF	50'	33' F-F	URBAN	4' BOTH SIDES
LOG JACK LANE	LOCAL	25	2,529 LF	50'	33' F-F	URBAN	4' BOTH SIDES
SPOKESHAVE LANE	MINOR COLLECTOR	35	1,179 LF	60'	40' F-F	URBAN	4' BOTH SIDES
REINSMAN WAY	LOCAL	25	725 LF	50'	33' F-F	URBAN	4' BOTH SIDES
GOLDEN PAINT TRAIL	LOCAL	25	2,656 LF	50'	33' F-F	URBAN	4' BOTH SIDES
GIMLET TRAIL	LOCAL	25	614 LF	50'	33' F-F	URBAN	4' BOTH SIDES
CAST IRON PASS	LOCAL	25	824 LF	50'	33' F-F	URBAN	4' BOTH SIDES
WHEEL HUB WAY	LOCAL	25	809 LF	50'	33' F-F	URBAN	4' BOTH SIDES
BUCKSAW DRIVE	LOCAL	25	686 LF	50'	33' F-F	URBAN	4' BOTH SIDES
OX SHOE TRAIL	LOCAL	25	976 LF	50'	33' F-F	URBAN	4' BOTH SIDES
SPOKE TURN AVENUE	MAJOR COLLECTOR	40	1,013 LF	60'-80'	48'-60' F-F	URBAN	4' BOTH SIDES
WHEELWRIGHT TRAIL	LOCAL	25	804 LF	50'	33' F-F	URBAN	4' BOTH SIDES
REAR BOOT WAY	LOCAL	25	1,432 LF	50'	33' F-F	URBAN	4' BOTH SIDES
BULLHIDE SPRINGS DRIVE	MINOR COLLECTOR	35	1,173 LF	60'	40' F-F	URBAN	4' BOTH SIDES
BULLHIDE SPRINGS DRIVE	LOCAL	25	946 LF	50'	33' F-F	URBAN	4' BOTH SIDES
OREGON ROAD	LOCAL	25	1,355 LF	50'	33' F-F	URBAN	4' BOTH SIDES
HOOF TRIMMER DRIVE	LOCAL	25	487 LF	50'	33' F-F	URBAN	4' BOTH SIDES
ADZE DRIVE	LOCAL	25	514 LF	50'	33' F-F	URBAN	4' BOTH SIDES
BARROW WAY	LOCAL	25	190 LF	50'	33' F-F	URBAN	4' BOTH SIDES
CORRIDOR I2	ARTERIAL	DESIGN BY OTHERS					



LOCATION MAP
SCALE: 1" = 5000'

APR	DATE	DESCRIPTION	REV

DESIGNED BY: AU,AC,MK
REVIEWED BY: JAB
DRAWN BY: MS,AU,AC

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

WARREN TRACT
WILLIAMSON COUNTY, TEXAS

OVERALL PROPERTY BOUNDARY

STATE OF TEXAS
ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER
09/26/2023

1 OF 7

G:\TXCO\Projects\Brohn_Homes\9713-00-Warren\LD\01_CADD\01_Shts\9713-00-C-SP-PRLM.dwg Layout: OVERALL Plotted: 9/26/2023 4:19:42 PM

WARREN TRACT
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS



LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PHASE BOUNDARY
- ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED LOT SETBACK
- PROPOSED EASEMENT
- PROPOSED 4' SIDEWALK
- 100-YR FLOODPLAIN
- 28 PROPOSED LOT NUMBER

NOTES:

ADDITIONAL ADJACENT PROPERTY OWNERSHIP INFORMATION:
- A: AYORDINE, OLADIPO & ABIMBOLA, DOC #2022089010
- B: STOUT, SETH & TIFFANY, DOC #2020118229
- C: ANTON, CAROL & MANUEL, DOC #2020115197

	APR	DATE	DESCRIPTION	REV

DESIGNED BY: AU,AC,MK
REVIEWED BY: JAB
DRAWN BY: MS,AU,AC

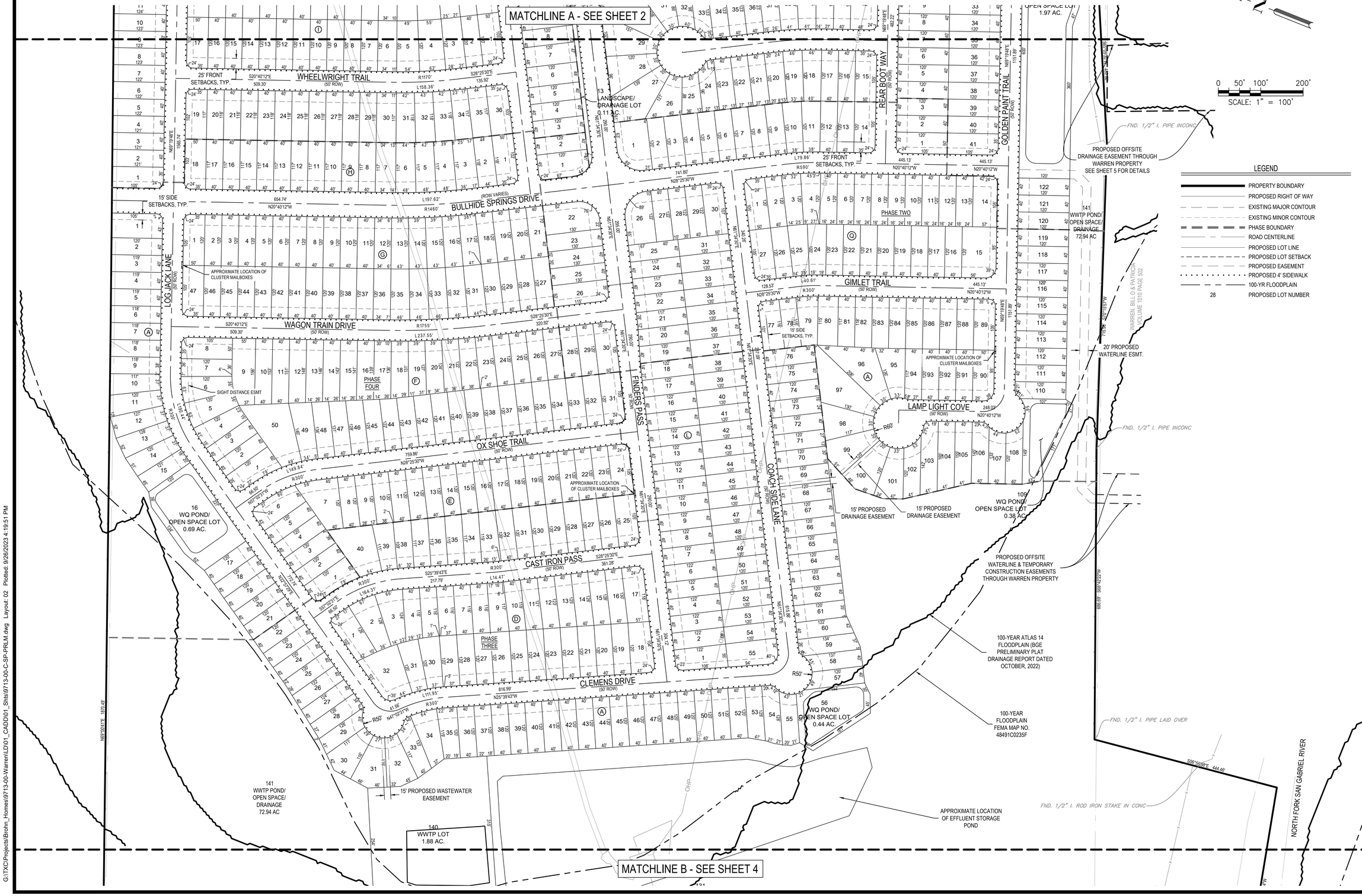
BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

WARREN TRACT
WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT (SHEET 1 OF 3)

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER
09/26/2023

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WARREN TRACT
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS



APR	DATE	DESCRIPTION	REV

DESIGNED BY: AU,AC,MK
REVIEWED BY: JAB
DRAWN BY: MS,AU,AC

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
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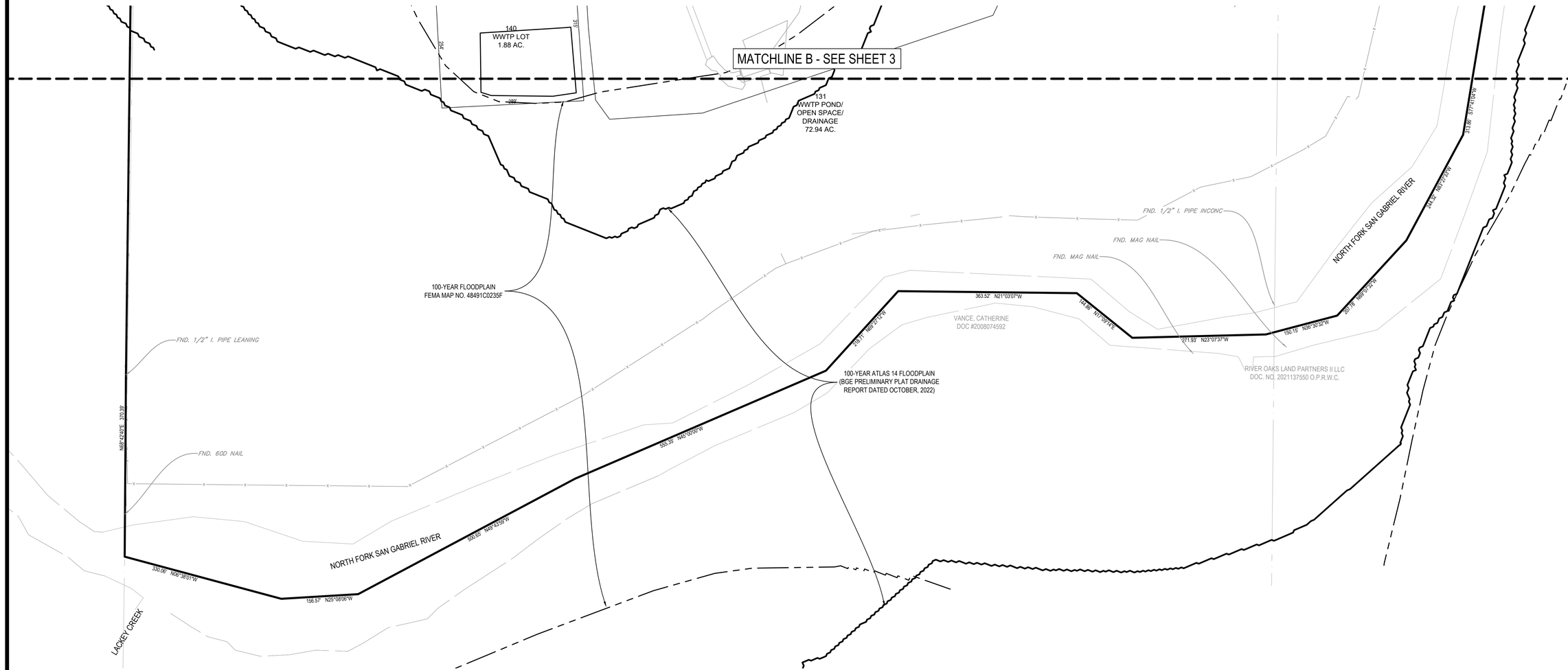
WARREN TRACT
WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT (SHEET 2 OF 3)

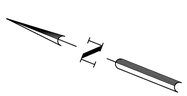
STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER
09/26/2023

3 OF 7

G:\TXCO\Projects\Brohn_Homes\9713-00-Warren\LD\01_CADD\01_Shts\9713-00-C-SP-PRLM.dwg Layout: 02 Plotted: 9/26/2023 4:19:51 PM

WARREN TRACT
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

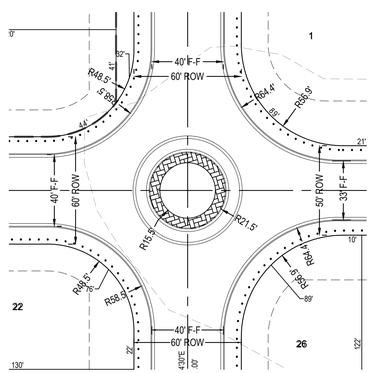




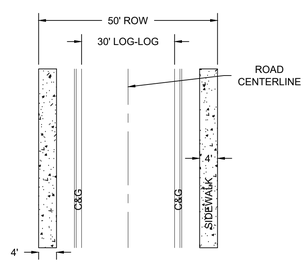
0 50' 100' 200'
SCALE: 1" = 100'

LEGEND

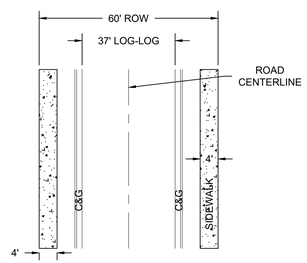
- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PHASE BOUNDARY
- ROAD CENTERLINE
- PROPOSED LOT LINE
- PROPOSED LOT SETBACK
- PROPOSED EASEMENT
- PROPOSED 4' SIDEWALK
- 100-YR FLOODPLAIN
- 28 PROPOSED LOT NUMBER



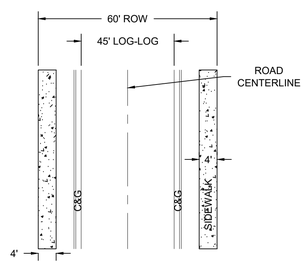
ROUNDABOUT DETAIL A
ARDEN AVENUE -
SHIREVIEW TRAIL
(SEE SHEET 3)



LOCAL ROAD CROSS SECTION

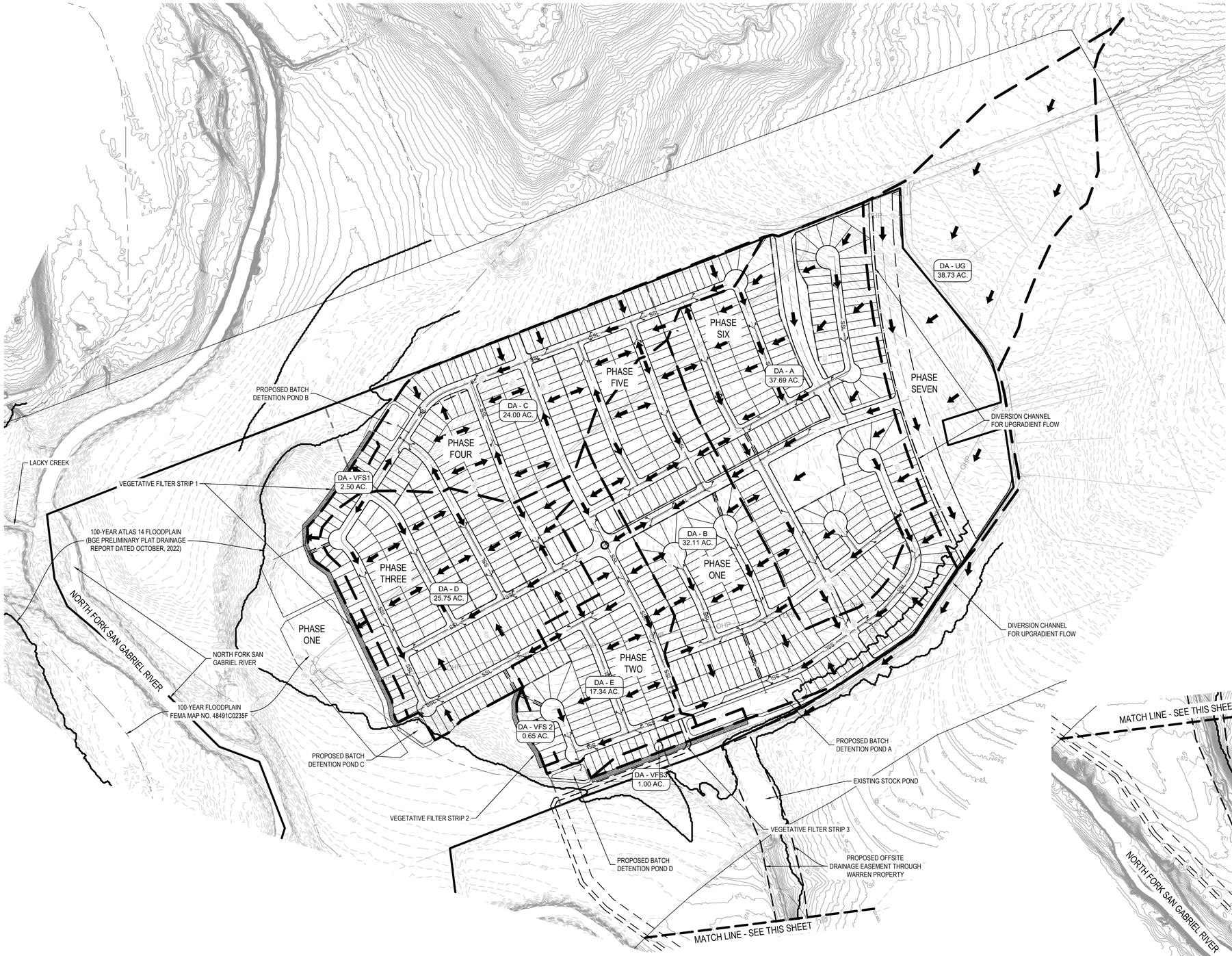


MINOR COLLECTOR
CROSS SECTION



MAJOR COLLECTOR
CROSS SECTION

| | | |



N

0 125' 250' 500'

SCALE: 1" = 250'

LEGEND

- PROPERTY BOUNDARY
- EX MAJOR CONTOUR
- EX MINOR CONTOUR
- SSL — PROPOSED STORM LINE
- PROPOSED DRAINAGE CHANNEL
- PROPOSED STORM MANHOLE
- PROPOSED CURB INLET
- DRAINAGE DIVIDE
- XXX / X.XX AC — POND NAME / DRAINAGE AREA — DRAINAGE AREA LABEL
- RUNOFF FLOW DIRECTION

APPROXIMATE REQ WQ VOLUMES BY AREA @ 55% IC:

A:	83212 cft
B:	72026 cft
C:	53369 cft
D:	54059 cft
E:	41628 cft

APR	DATE	DESCRIPTION	REV

DESIGNED BY: AU,AC,MK

REVIEWED BY: JAB

DRAWN BY: MS,AU,AC

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

WARREN TRACT
WILLIAMSON COUNTY, TEXAS

PRELIMINARY DRAINAGE PLAN

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER
09/26/2023

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WARREN TRACT
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS

CONNECT TO OFFSITE 16" WATER LINE

SKILES, ROBERT G JR & DUANNA J DOC #2021103989

DOC #2020127506

DOC #2022003825

1 HIGH DENSITY SINGLE FAMILY/ MULTIFAMILY/COMMERCIAL 8.94 AC.

WILLIAMSON COUNTY VOLUME 510 PAGE 560

MCCASLAND, DAVID C & LUANN W TRUSTEES, DOC #2016042237

21 OPEN SPACE/ DRAINAG LOT 0.33 AC.

15' WL ESMT

WHEEL HUB WAY

8" WATER

8" WASTEWATER

16" WATER

1 OPEN SPACE LOT 0.59 AC.

43 OPEN SPACE LOT 0.19 AC.

PHASE SEVEN

12" WATER

48 OPEN SPACE LOT 0.41 AC.

SPOKE TURN AVENUE

26 OPEN SPACE LOT 0.20 AC.

59 OPEN SPACE/ DRAINAGE LOT 0.33 AC.

BUCKSAW DRIVE

25 AMENITY LOT 2.22 AC.

18 LANDSCA DRAINAGE LOT 0.16 AC.

PHASE SIX

LOG JACK LANE

HUDSON, ANDREW & LENA P DOC #2013052396

STAGEHORN PASS

PHASE ONE

GOLDEN PAINT TRAIL

123 WQ POND/ OPEN SPACE LOT 1.97 AC.

WHEELWRIGHT TRAIL

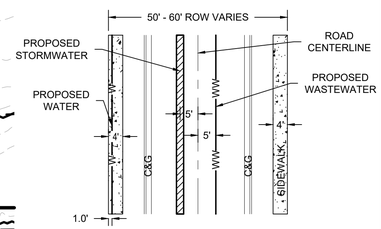
MATCHLINE - SEE SHEET 7

0 50' 100' 200'

SCALE: 1" = 100'

LEGEND

- PROPERTY BOUNDARY
- EX MAJOR CONTOUR
- EX MINOR CONTOUR
- PROPOSED SIDEWALK
- PROPOSED WASTEWATER LINE
- PROPOSED WW MANHOLE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED CAP



TYPICAL UTILITY ASSIGNMENT DETAIL N.T.S.

	APR	DATE	DESCRIPTION	REV

DESIGNED BY: AU,AC,MK

REVIEWED BY: JAB

DRAWN BY: MS,AU,AC

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

WARREN TRACT
WILLIAMSON COUNTY, TEXAS

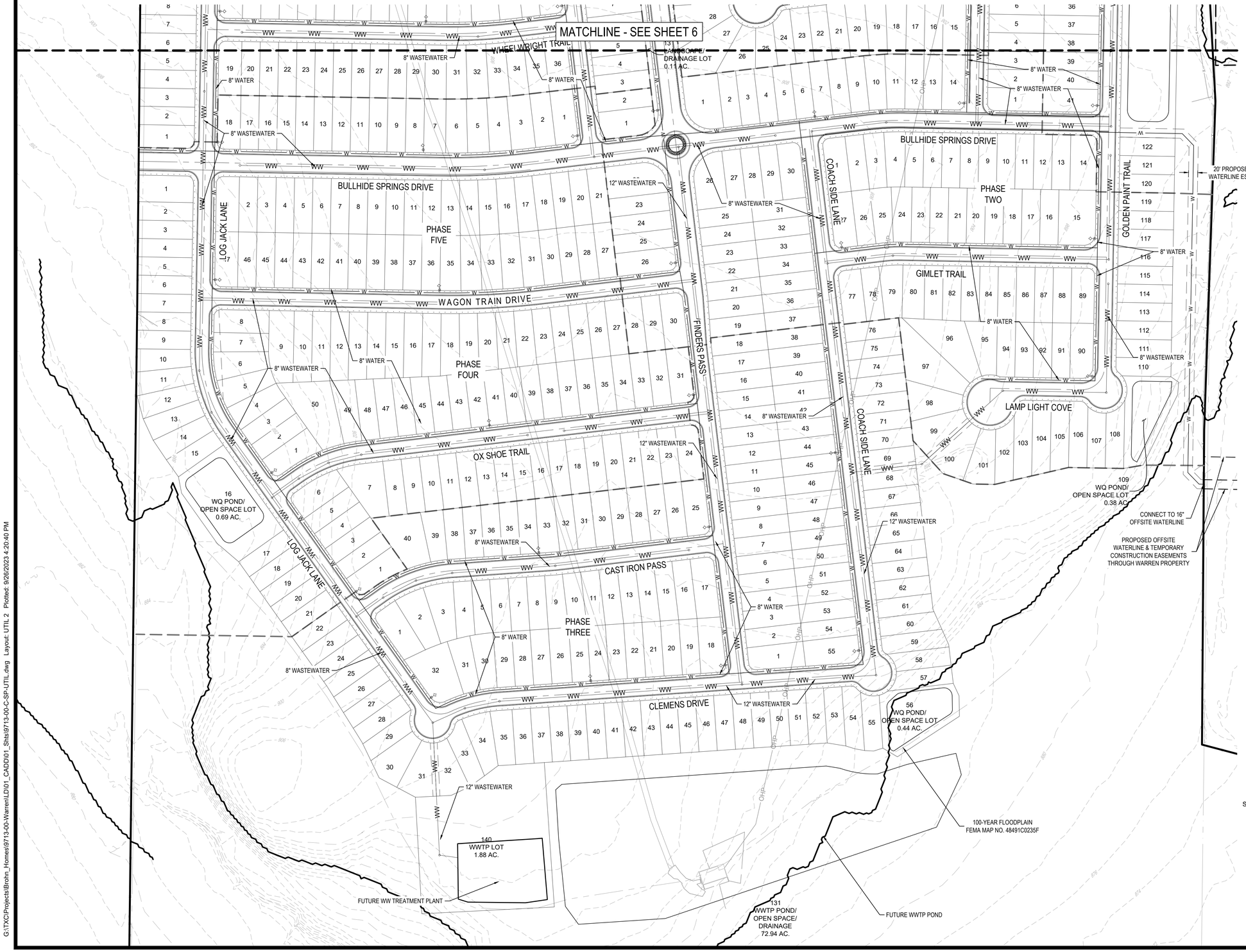
PRELIMINARY UTILITY PLAN (SHEET 1 OF 2)

STATE OF TEXAS
ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER
09/26/2023

6 OF 7

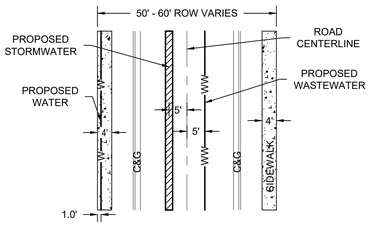
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WARREN TRACT
PRELIMINARY PLAT
WILLIAMSON COUNTY, TEXAS



LEGEND

- PROPERTY BOUNDARY
- EX MAJOR CONTOUR
- EX MINOR CONTOUR
- PROPOSED SIDEWALK
- PROPOSED WASTEWATER LINE
- PROPOSED WW MANHOLE
- PROPOSED WATER LINE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED CAP



TYPICAL UTILITY ASSIGNMENT DETAIL N.T.S.

REV	DESCRIPTION	DATE	APR

DESIGNED BY: AU,AC,MK
REVIEWED BY: JAB
DRAWN BY: MS,AU,AC

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

WARREN TRACT
WILLIAMSON COUNTY, TEXAS

PRELIMINARY UTILITY PLAN (SHEET 2 OF 2)

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER
09/26/2023

7 OF 7

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Commissioners Court - Regular Session **33.**

Meeting Date: 10/17/2023

Preliminary plat for the Santa Rita Ranch Phase 2B 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 preliminary plat for the Santa Rita Ranch Phase 2B subdivision – Precinct 2.

Background

This proposed subdivision consists of 214 single family lots, 1 open space/water quality/drainage/landscape/utility lot, 4 drainage/open space/landscape/ utility lots, 7 open space/landscape/utility lots and 15,211 linear feet of new roads on 115.80 acres.

Timeline

2023-05-12 – initial submittal of the preliminary plat
2023-06-09 – 1st review complete with comments
2023-08-11 – 2nd submittal of preliminary plat
2023-08-25 – 2nd review complete with comments
2023-09-08 – 3rd submittal of preliminary plat
2023-09-22 – 3rd review complete with comments
2023-10-10 – 4th submittal of preliminary plat
2023-10-12 – 4th review complete with comments clear
2023-10-12 – preliminary placed on the October 17, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Santa Rita Ranch Ph 2B

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 11:57 AM
Form Started By: Adam Boatright		Started On: 10/12/2023 11:44 AM
Final Approval Date: 10/12/2023		

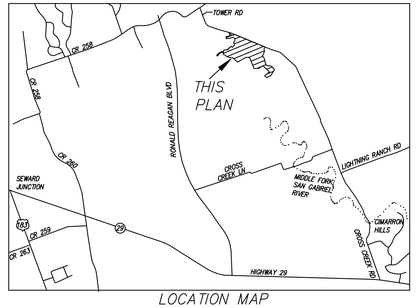
STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS	TYPE
ABETO COVE	PUBLIC	120'	30' FACE TO BACKDIVIDED	4'	25 MPH	**40**	LOCAL	URBAN
AMADOR COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**217**	LOCAL	URBAN
BARCELLUS BEND	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	**423**	MINOR COLLECTOR	URBAN
BARCELLUS BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**803**	LOCAL	URBAN
BENT TWIG STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,320**	LOCAL	URBAN
CASTILLO BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**231**	LOCAL	URBAN
CEDRO BLANCO COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**163**	LOCAL	URBAN
CORBINA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**149**	LOCAL	URBAN
COW CAMP LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**5,256**	LOCAL	URBAN
ELISE COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**118**	LOCAL	URBAN
FLOWER VALLEY PARKWAY	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	**40**	MINOR COLLECTOR	URBAN
LA COLINA	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,719**	LOCAL	URBAN
LA CRESTA	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	**650**	MINOR COLLECTOR	URBAN
MARANA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**102**	LOCAL	URBAN
OLD TOWER ROAD	PUBLIC	80'	VARIES**	NO SIDEWALKS	35 MPH	**304**	MINOR COLLECTOR	URBAN
TOWER ROAD	PUBLIC	(R.O.W. VARIES)	VARIES*	NO SIDEWALKS	45 MPH	**1,036**	FUTURE ARTERIAL	URBAN
TOWER ROAD	PUBLIC	136'	21' OF EX. PAVEMENT	NO SIDEWALKS	45 MPH	**2,097**	FUTURE ARTERIAL	URBAN
TROZO PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**504**	LOCAL	URBAN
WATERSOUND CIRCLE	PUBLIC	120'	30' FACE TO BACK DIVIDED	4'	25 MPH	**39**	LOCAL	URBAN
TOTAL LINEAR FOOTAGE OF STREETS:						**15,211 L.F.**		

* 75' FACE-TO-FACE AT CONNECTION TO SRR 2A-4. CURB WILL TAPER TO THE EAST THROUGH THE CURVE AND TRANSITION TO RIBBON CURB BEFORE CONNECTING TO EX. PAVEMENT

** 33' FACE TO FACE CONNECTION TO NEW TOWER ROAD. CURB WILL TAPER TO THE NORTH THROUGH THE CURVE AND TRANSITION TO RIBBON CURB BEFORE CONNECTIONG TO EX. PAVEMENT

0 200' 400'

SCALE: 1" = 200'

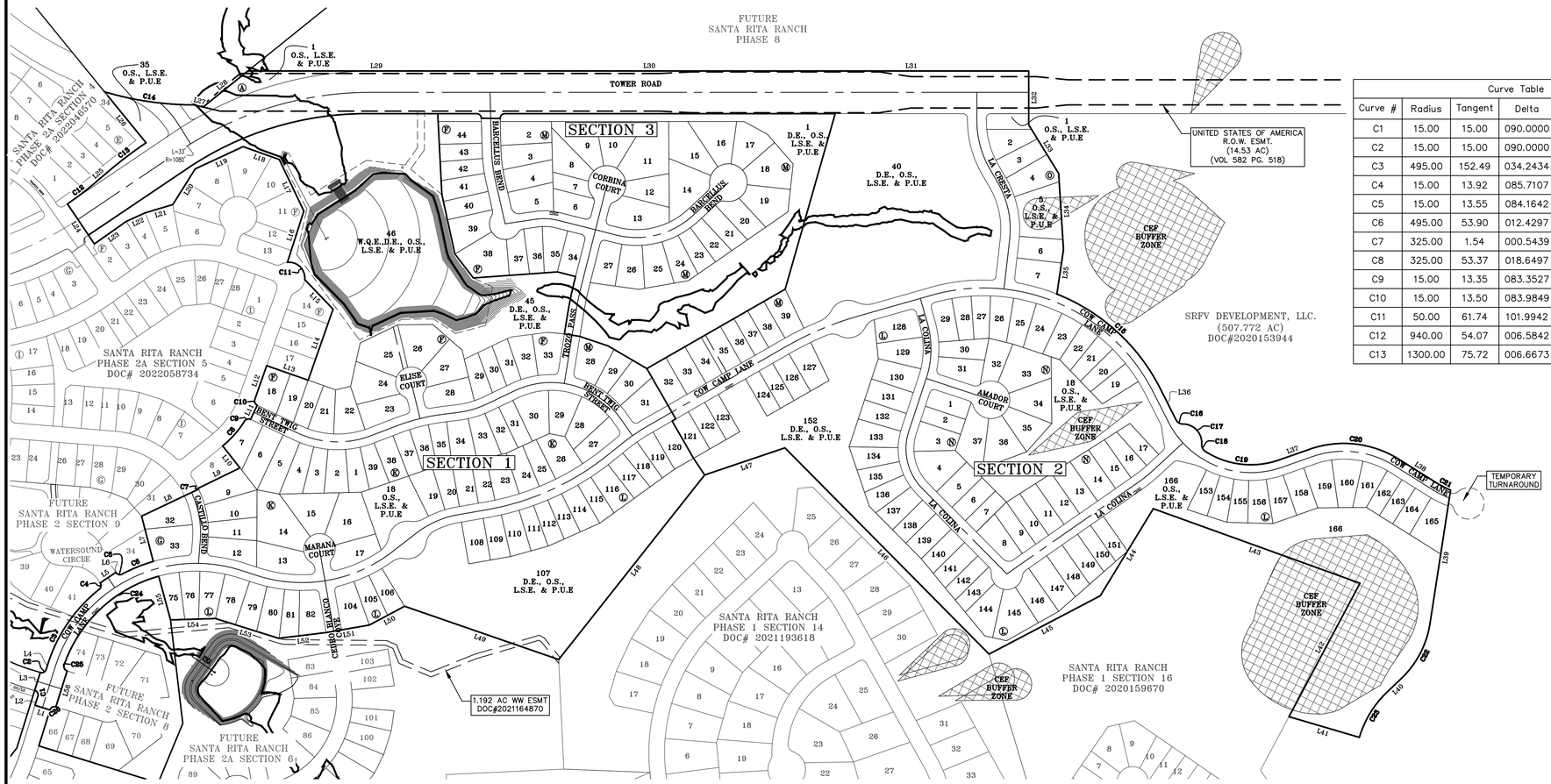


LOCATION MAP

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

TOTAL OF LOTS	226
SINGLE FAMILY LOTS:	214
W.Q.E., D.E., O.S., L.S.E. & P.U.E LOTS:	1
D.E., O.S., L.S.E. & P.U.E LOTS:	4
O.S., L.S.E. & P.U.E.	7



Curve Table					
Curve #	Radius	Tangent	Delta	Chord	Arc Length
C1	15.00	15.00	090.0000	21.21320	23.562
C2	15.00	15.00	090.0000	21.21320	23.562
C3	495.00	152.49	034.2434	291.45842	295.842
C4	15.00	13.92	085.7107	20.40449	22.439
C5	15.00	13.55	084.1642	20.10584	22.034
C6	495.00	53.90	012.4297	107.17455	107.385
C7	325.00	1.54	000.5439	3.08538	3.085
C8	325.00	53.37	018.6497	105.32066	105.787
C9	15.00	13.35	083.3527	19.94773	21.822
C10	15.00	13.50	083.9849	20.07098	21.987
C11	50.00	61.74	101.9942	77.71139	89.007
C12	940.00	54.07	006.5842	107.96221	108.022
C13	1300.00	75.72	006.6673	151.18982	151.275

Curve Table					
Curve #	Radius	Tangent	Delta	Chord	Arc Length
C14	994.93	145.28	016.6156	287.51697	288.527
C15	630.00	238.33	041.4440	445.83072	455.700
C16	24.00	14.80	063.3074	25.18962	26.518
C17	60.00	65.24	094.7913	88.32547	99.265
C18	24.00	14.40	061.9204	24.69324	25.937
C19	270.00	131.86	052.0607	236.97733	245.330
C20	330.00	159.06	051.4682	286.56865	296.435
C21	300.00	25.71	009.7957	51.22788	51.290
C22	305.00	103.37	037.4448	195.79996	199.328
C23	325.00	86.54	029.8208	167.25013	169.153
C24	445.00	233.28	055.3290	413.22122	429.725
C25	15.00	15.51	091.9290	21.56727	24.067
C26	15.00	15.00	090.0000	21.21320	23.562

Line Table		
Line #	Bearing	Length
L1	S54° 04' 23.55"E	50.00
L2	S35° 55' 36.45"W	30.00
L3	S35° 55' 36.45"W	60.00
L4	S35° 55' 36.45"W	15.52
L5	S74° 27' 34.25"W	60.00
L6	N15° 32' 25.75"W	1.21
L7	S04° 11' 22.89"W	149.13
L8	S83° 16' 38.23"W	201.15
L9	S82° 44' 00.05"W	147.87
L10	S19° 25' 49.40"E	89.07
L11	S43° 59' 59.35"W	50.00
L12	S37° 59' 04.93"W	114.12
L13	N52° 00' 55.07"W	140.00
L14	S37° 59' 04.93"W	240.00
L15	S25° 06' 24.92"E	130.50
L16	S36° 26' 42.05"W	171.85
L17	S06° 49' 15.00"E	182.19
L18	S51° 49' 15.00"E	122.31
L19	N83° 46' 29.80"E	168.04
L20	N50° 45' 59.90"E	134.66
L21	S87° 49' 07.02"E	92.00
L22	N84° 09' 46.54"E	65.90
L23	N73° 30' 05.39"E	124.27
L24	S15° 18' 03.26"E	153.69
L25	S68° 06' 53.48"W	58.28
L26	S20° 30' 09.55"E	209.76
L27	N57° 57' 36.73"W	30.05
L28	S69° 50' 40.95"W	183.35

Line Table		
Line #	Bearing	Length
L29	N71° 19' 16.81"W	819.01
L30	N71° 19' 16.81"W	920.05
L32	N18° 40' 43.19"E	171.13
L33	N12° 55' 40.82"W	182.61
L34	N15° 04' 37.25"E	243.54
L35	N27° 05' 09.29"E	143.14
L36	N08° 09' 49.26"W	112.29
L37	S89° 20' 20.97"W	103.07
L38	N39° 11' 33.68"W	140.78
L39	N27° 27' 12.38"E	430.97
L40	N64° 53' 53.77"E	65.98
L41	S54° 55' 20.98"E	233.69
L42	S46° 39' 50.58"W	481.82
L43	S51° 29' 37.42"E	700.00
L44	N50° 00' 22.58"E	325.00
L45	N81° 00' 22.58"E	400.00
L46	S26° 00' 37.64"E	924.73
L47	S89° 59' 49.24"E	270.00
L48	N57° 00' 10.76"E	750.00
L49	S52° 14' 02.41"E	519.41
L50	N80° 38' 29.35"E	127.10
L51	S81° 15' 01.20"E	139.98
L52	S78° 11' 00.31"E	152.24
L53	S53° 56' 45.00"E	210.75
L54	S73° 03' 59.40"E	143.48
L55	S03° 31' 49.08"W	144.21
L56	N36° 02' 35.28"E	120.00
L31	N71° 19' 16.81"W	748.75

TOTAL: 215 SF LOTS

DATE: MARCH 22, 2023

OWNER:
SRFV DEVELOPMENT, LLC
1700 CROSS CREEK LANE
LIBERTY HILL, TX 78642

DEVELOPER:
SRFV DEVELOPMENT, LLC
1700 CROSS CREEK LANE
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5701 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 115.80 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

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. LOTS 25-26 AND 31-32 BLOCK F, LOTS 1, 15-16, AND 32 BLOCK K, LOTS 144-145 AND153-155 BLOCK L, LOTS 8-10, AND15-18 BLOCK M, AND LOTS 35-36 BLOCK N MAY NOT BE FURTHER SUBDIVIDED.
5. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.

DRAINAGE AND FLOODPLAIN:

6. THE DEVELOPED 100-YR FLOODPLAIN BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED DECEMBER 22, 2021. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO, 48491C0275E, EFFECTIVE DATE SEPTEMBER 26,2008 FOR WILLIAMSON COUNTY, TEXAS.

WATER AND WASTEWATER:

7. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/GEORGETOWN UTILITY SYSTEMS
8. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19F/CITY OF LIBERTY HILL
9. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT OF WAY:

10. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
11. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

DESIGNED BY: SPC
DRAFTED BY: MB
DATE
REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. 600
Austin, Texas 78749
Phone No. (512) 280-5160
North Office
12129 RR 620 N. Suite 600
Austin, Texas 78750
Fax No. (512) 280-5165

SHEET NAME: OVERALL PRELIMINARY PLAT
JOB NAME: SANTA RITA RANCH PHASE 2B
PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
10-10-2023

DATE: MAY 2023
JOB NUMBER: 5170
SHEET: 1 OF 3
SHEET NO.: 1

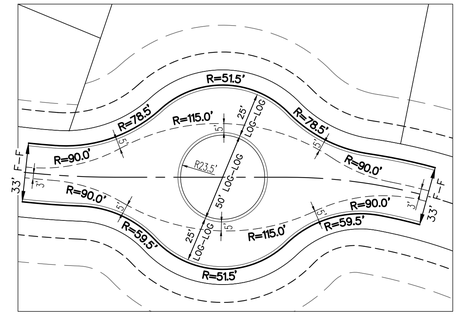
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SCALE: 1" = 100'

0 100' 200'

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK



DETAIL "A"
N.T.S.

DESIGNED BY:	SPC
DRAFTED BY:	MB
DATE	
REVISION	

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. 78749
Austin, Texas 78759
Phone No. (512) 280-5160 Fax No. (512) 280-5165
North Office
12129 RR 620 N. 600
Austin, Texas 78750

SHEET NAME: PRELIMINARY PLAT 100 SCALE (1 OF 2)
JOB NAME: SANTA RITA RANCH PHASE 2B
PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
10-10-2023

DATE: MAY 2023
JOB NUMBER: 5170
SHEET: 2 OF 3
SHEET NO.: 2

FILE PATH:J:\ACD\5170\dwg\5170-PRELIM PLAT.dwg - Oct 10, 2023 - 5:32pm

FUTURE
SANTA RITA RANCH
PHASE 8

TOWER ROAD
(R.O.W. VARIES)

UNITED STATES OF AMERICA
R.O.W. ESMT.
(14.53 AC)
(VOL 582 PG. 518)

1
O.S., L.S.E.,
& P.U.E.

1
D.E., O.S.,
L.S.E., &
P.U.E.

41
D.E., O.S.,
L.S.E., &
P.U.E.

100-YR DEVELOPED
FLOODPLAIN
PER ATLAS-14

CEF
BUFFER
ZONE

BARCELLUS BEND (50' ROW)

LA CRESTA (60' ROW)

SECTION 3

SECTION 2

SECTION 1

SEE DETAIL "B"
THIS SHEET

15' D.E. ESMT.
PER PLAT

COW CAMP LANE (50' ROW)

LA COLINA (50' ROW)

152
D.E., O.S.,
L.S.E., &
P.U.E.

18
O.S.,
L.S.E.,
&
P.U.E.

166
O.S.,
L.S.E., &
P.U.E.

SEE DETAIL "C"
THIS SHEET

SRFV DEVELOPMENT, LLC
(507.772 AC)
DOC# 2020153944

TEMPORARY
TURN AROUND
EASEMENT

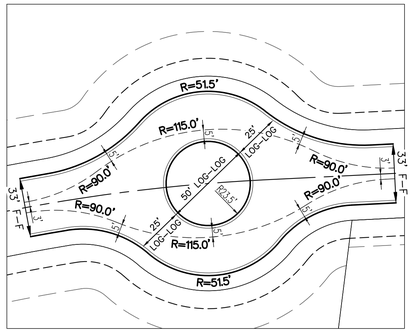
SANTA RITA RANCH
PHASE 1 SECTION 14
DOC# 2021193618

SANTA RITA RANCH
PHASE 1 SECTION 16
DOC# 2020159670

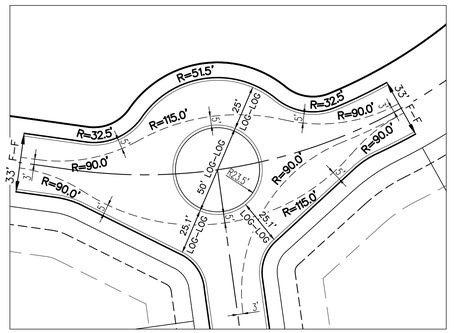
CEF
BUFFER
ZONE

CEF
BUFFER
ZONE

CEF
BUFFER
ZONE



DETAIL "B"
N.T.S.



DETAIL "C"
N.T.S.



0 100' 200'

SCALE: 1" = 100'

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	100-YR FEMA FLOODPLAIN
	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
	MAILBOX KIOSK

DESIGNED BY: SPC
DRAFTED BY: MB

DATE

REVISION

Carlson, Brigance & Doering, Inc.
Civil Engineering ◆ Surveying
FIRM ID #F3791
Main Office
5501 West William Cannon Dr. 78749
Austin, Texas 78749
Phone No. (512) 280-5160
North Office
12129 RR 620 N. Ste. 600
Austin, Texas 78750
Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE (2 OF 2)

JOB NAME: SANTA RITA RANCH PHASE 2B

PROJECT: PRELIMINARY PLAT

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

10-10-2023

DATE
MAY 2023

JOB NUMBER
5170

SHEET
3 OF 3

SHEET NO.
3

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Commissioners Court - Regular Session **34.**

Meeting Date: 10/17/2023

Preliminary plat for Leanos subdivision – Pct 4

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

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action approval of the preliminary plat for Leanos subdivision – Precinct 4.

Background

This proposed subdivision consists of 4 lots and 362 linear feet of new roads on 10.103 acres.

Timeline

2023-03-10 – initial submittal of the preliminary
2023-04-06 – 1st review complete with comments
2023-04-17 – 2nd submittal of preliminary plat
2023-05-03 – 2nd review complete with comments
2023-06-01 – 3rd submittal of preliminary plat
2023-06-16 – 3rd review complete with comments
2023-07-04 – 4th submittal of preliminary plat
2023-07-18 – 4th review complete with comments
2023-07-21 – 5th submittal of preliminary plat
2023-08-04 – 5th review complete with comments
2023-09-21 – 6th submittal of preliminary plat
2023-10-04 – 6th review complete with comments
2023-10-06 – 7th submittal of preliminary plat
2023-10-12 – 7th review complete with comments clear
2023-10-12 – preliminary plat placed on the October 17, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Leanos

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 11:57 AM
Form Started By: Adam Boatright		Started On: 10/12/2023 11:51 AM
Final Approval Date: 10/12/2023		

PRELIMINARY PLAT

LEANOS SUBDIVISION

BEING A SURVEYED 10.103 ACRE TRACT (440.083 SQUARE FEET) SITUATED IN THE PEDRO ZARZA SURVEY, ABSTRACT NUMBER 14 IN WILLIAMSON COUNTY, TEXAS, AND BEING A CALLED 10.102 ACRE TRACT DESCRIBED IN A DEED TO EDWARD LEANOS AND ROSA LEANOS RECORDED IN DOCUMENT NUMBER 2021033182, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS.



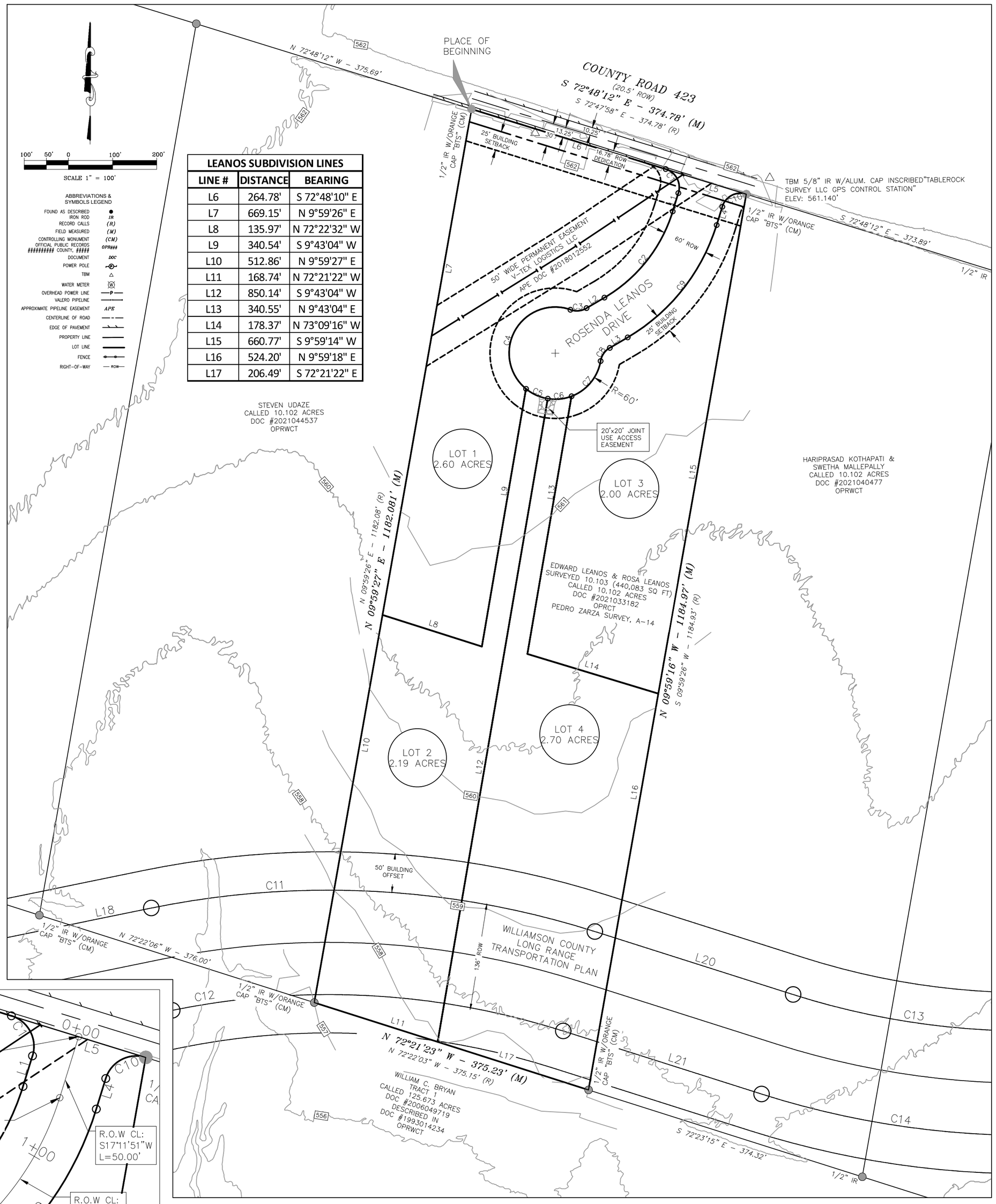
SHEET INDEX:
SHEET 1: COVER
SHEET 2: SIGNATURE BLOCKS & PLAT NOTES

TOTAL AREA: 10.103 ACRES
TOTAL NUMBER OF LOTS: 4
AVERAGE LOT SIZE: 2.42 ACRES

OWNERS: EDWARD LEANOS AND ROSA LEANOS
COUNTY ROAD 423
THRALL, TEXAS 76578

SURVEYOR: MICHAEL D. MCGUINNESS, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 1965
TABLE ROCK SURVEY, LLC
2204 TIMBERLOCH PLACE, SUITE 180
THE WOODLANDS, TEXAS 77380

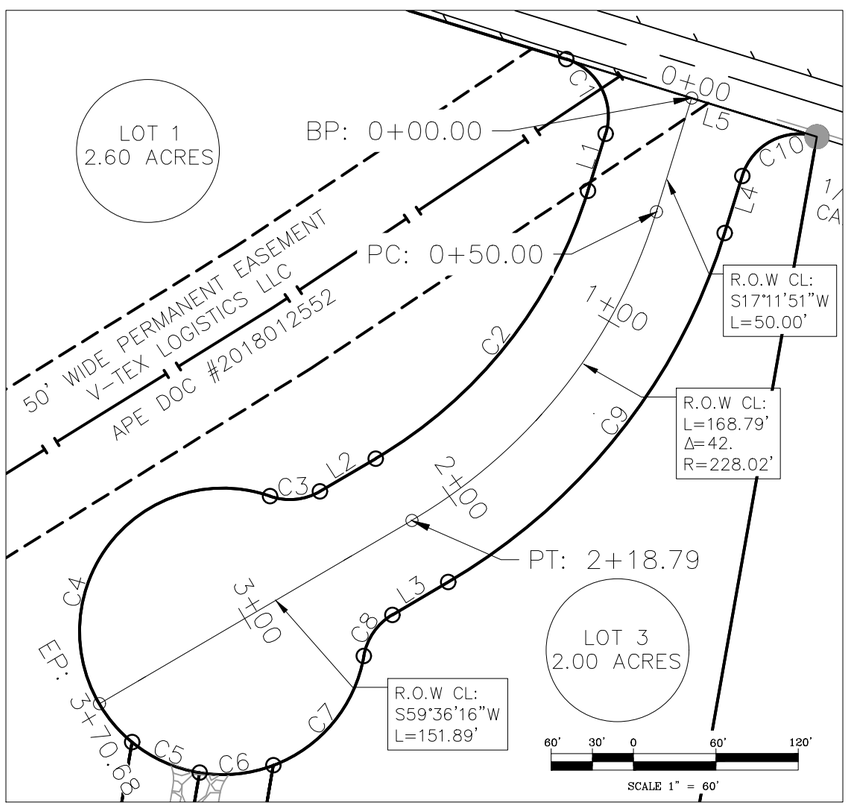
ENGINEER: SERGIO LOZANO-SANCHEZ, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO.89158- STATE OF TEXAS
LOC CONSULTANTS CIVIL DIVISION, INC
TSBE FIRM NO. F-23579
2211 S. IH-35 SUITE 107
AUSTIN, TEXAS 78741



LEANOS SUBDIVISION LINES		
LINE #	DISTANCE	BEARING
L6	264.78'	S 72°48'10" E
L7	669.15'	N 9°59'26" E
L8	135.97'	N 72°22'32" W
L9	340.54'	S 9°43'04" W
L10	512.86'	N 9°59'27" E
L11	168.74'	N 72°21'22" W
L12	850.14'	S 9°43'04" W
L13	340.55'	N 9°43'04" E
L14	178.37'	N 73°09'16" W
L15	660.77'	S 9°59'14" W
L16	524.20'	N 9°59'18" E
L17	206.49'	S 72°21'22" E

ROSENDA LEANOS DRIVE CURVES					
CURVE #	LENGTH	RADIUS	DELTA	CH BEARING	CH LENGTH
C1	39.27'	25'	90.00°	S 27°48'11" E	35.36'
C2	146.58'	198.03'	42.41°	S 38°23'52" W	14326'
C3	21.68'	25'	49.68°	S 84°26'40" W	21.00'
C4	167.54'	60'	159.99°	S 29°17'30" W	118.17'
C5	31.36'	60'	29.94°	S 65°40'23" E	35.36'
C6	31.48'	60'	30.06°	N 84°19'34" E	31.12'
C7	62.18'	60'	59.37°	N 39°36'40" E	59.43'
C8	21.68'	25'	49.68°	N 34°45'53" E	21.00'
C9	190.99'	258.01'	42.41°	N 38°23'55" E	186.66'
C10	39.27'	25'	89.99°	N 62°11'42" E	35.35'

ROSENDA LEANOS DRIVE LINES		
Line #	Length	Direction
L1	25.00'	S 17°11'50" W
L2	27.08'	S 59°36'16" W
L3	27.08'	N 59°36'16" E
L4	25.00'	N 17°11'50" E
L5	110.00'	N 72°48'14" W



PROPOSED LRTP CURVES						
CURVE #	LENGTH	RADIUS	DELTA	CH BEARING	CH LENGTH	TANGENT
C11	585.32'	1148.00'	29°	S 86°58'35" E	579.00'	299.17'
C12	515.98'	1012.00'	29°	S 86°58'35" E	510.41'	263.73'
C13	949.41'	1012.00'	54°	N 80°45'14" E	914.98'	512.89'
C14	1077.00'	1148.00'	54°	N 80°45'14" E	1037.94'	581.81'

PROPOSED LRTP LINES		
LINE #	DISTANCE	BEARING
L18	213.41'	N 78°25'01" E
L19	213.41'	N 78°25'01" E
L20	271.17'	S 72°22'12" E
L21	271.17'	S 72°22'12" E

ROSENDA LEANOS DRIVE – STREET TABLE	
NAME	ROSENDA LEANOS DRIVE
CLASSIFICATION	LOCAL ROAD-RURAL
ROW WIDTH	60 FEET
PAVEMENT WIDTH	20 FEET
SHOULDER WIDTH	4 FEET
DESIGN SPEED	25 MPH
LENGTH OF ROADWAY	362 FEET
CURB TYPE	PAVED SHOULDER
MAINTENANCE AUTHORITY	PUBLIC

LOC Consultants
FIRM No. 23579
2211 South IH-35 Suite 107
Austin, Texas 78741
(512)524-0677

SHEET 1 of 2
PLAT PREPARATION DATE: MARCH 10, 2023
APPLICATION SUBMITTAL DATE: 03/10/2023

PRELIMINARY PLAT

LEANOS SUBDIVISION

BEING A SURVEYED 10.103 ACRE TRACT (440.083 SQUARE FEET) SITUATED IN THE PEDRO ZARZA SURVEY, ABSTRACT NUMBER 14 IN WILLIAMSON COUNTY, TEXAS, AND BEING A CALLED 10.102 ACRE TRACT DESCRIBED IN A DEED TO EDWARD LEANOS AND ROSA LEANOS RECORDED IN DOCUMENT NUMBER 2021033182, OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS.

A. DEVELOPMENT OF LOTS

1) LOTS 2 AND 4 MAY NOT BE FURTHER SUBDIVIDED.
2) THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.

B. ROAD DEDICATION AND MAINTENANCE

1) DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD– ROSENDA LEANOS DRIVE AND NOT TO CR 423 THE ADJACENT COUNTY ROAD.
2) IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
3) DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
4) LOTS 2 AND 4 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
5) NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6) RIGHT–OF–WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

C. UTILITY SERVICE PROVIDERS

1) WATER SERVICE IS PROVIDED BY: SOUTHWEST MILAM WATER SUPPLY CORPORATION.
2) WASTEWATER SERVICE IS PROVIDED BY: ON–SITE SEWAGE FACILITY.
3) ELECTRIC SERVICE IS PROVIDED BY: ONCOR ELECTRIC

D. FLOODPLAIN PLAT AND DRAINAGE NOTES

1) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100–YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0375F, EFFECTIVE DATE 20 19 FOR WILLIAMSON COUNTY, TEXAS.
2) THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON–SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON–SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.
3) THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATES ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT–OF–WAY. THIS REQUIREMENT APPLIES TO BLOCK A LOTS 1, 2, 3, AND 4.
4) MAXIMUM OF 65% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
5) MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

E. GENERAL NOTES

1) IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICATION STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE REPRESENTATION BY OTHER PARTIES IN THE PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
2) THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
3) RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT–OF–WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
4) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
5) ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
6) 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 OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

LOC Consultants
FIRM No. 23579
2211 South IH–35 Suite 107
Austin, Texas 78741
(512)524–0677

PLAT PREPARATION DATE: MARCH 10, 2023
APPLICATION SUBMITTAL DATE: 03/10/2023

Commissioners Court - Regular Session **35.**

Meeting Date: 10/17/2023

Employment - Senior Director of Emergency Services

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the employment of Employee #14724 in the position of Senior Director of Emergency Services and the possible appointment of an Interim Senior Director of Emergency Services. 0904.00100.

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	10/12/2023 10:16 AM
Form Started By: Shannon Francis		Started On: 10/12/2023 09:44 AM
Final Approval Date: 10/12/2023		

Commissioners Court - Regular Session **36.**

Meeting Date: 10/17/2023

Policy exception for Felony Prosecutor II SVU position salary

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 Prosecutor II position in the District Attorney's Office.

Background

The District Attorney requests a policy exception on the newly created Special Victim Unit Prosecutor II position (PCN 2111) to successfully recruit an applicant with extensive experience as a Trial Prosecutor 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.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. Item 37 was submitted by Hal Hawes, General Counsel. There was no indication that the item was submitted to HR for a recommendation or that HR made a recommendation. There were no attachments to item 37 and there was no discussion by the Commissioners before the 5-0 vote approving.

The District Attorney's policy exception request precisely mirrors the General Counsel's agenda item. If there was other consideration given to the General Counsel's item, by HR or otherwise, it was not provided with the agenda item request nor was it discussed by the Court in the Open Meeting. The one and only apparent difference between the General Counsel's Agenda request and the District Attorney's Agenda request is that the General Counsel is your employee and the District Attorney is not.

In the past, the HR Director has declined to present or recommend any policy exception for the District Attorney's Office. If there is a new policy that requires the HR Director to review and make a recommendation concerning policy exception requests, for purposes of transparency and compliance, that policy should be published.

The District Attorney's requests for B-Grade assignment and attendant salary increases was presented to the HR Director in the Cycle 5B Salary Study, just completed in 2023. The District Attorney requested a B-41 Grade for our Prosecutor II positions. The HR Director rejected the request. I have repeatedly voiced the deficiencies in the Salary Study as applied to the Office of the District Attorney for the 26th Judicial District. *See attached memo on salary study concerns.*

The District Attorney subsequently submitted a Reclassification Request in the Budget process, presenting his Salary and B-Grade recommendations. The HR Director rejected the Reclassification Request and the Commissioners refused to consider the District Attorney's Reclassification request in the Budget process. Had the District Attorney's reclassification request been approved in the Budget process, the salary for this new Prosecutor II position would be $122,865.48 ($113,764.33 minimum + $9,101.15 (8% allowed by current CC funding decision).

By allowing the HR Director sole and unchecked authority to reject the District Attorney's Salary Study requests without review by or appeal to the Court, and by then compounding that rejection by refusing to consider the District Attorney's Reclassification Request during the Budget process, the District Attorney's only avenue to public presentation of his requests for consideration by the Court is by policy exception – one by one.

In the alternative, the District Attorney requests that the Court approve the District Attorney's reclassification request to change the Prosecutor B-Grade from B.39 to B.41. This position could then be funded, within policy after November 1, 2023 at $130,828.98 (B.41 minimum + 15%) – making a policy exception unnecessary.

This matter was submitted to and discussed with Rebecca Clemmons (HR) and Ashlie Holladay (Budget Office). Attached is Ms. Holladay's loaded budget figures.

Attachments: District Attorney's Budget Reclassification Request Summary – Pros. II
Memo on Salary Study Concerns
Line Item Transfer Amount

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DA Budget Reclassification Request Summary - Pros. II

Memo on Salary Study Concerns

Line Item Transfer Amount

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/09/2023 02:12 PM
Form Started By: Grace Frias		Started On: 10/05/2023 11:57 AM
Final Approval Date: 10/09/2023		

DISTRICT ATTORNEY'S SUMMARY OF POSITION B-GRADE ASSIGNMENTS

DA First Assistant

Number of Positions	Current B Grade	New B Grade	Title Conversion		Current Salary	New B Grade Minimum	Fiscal Impact
1	B-46	B-49	N/A		$175,181.00	$168,081.00	$0

DA Division Chief

Number of Positions 4	Current B Grade	New B Grade	Title Conversion		Current Salary	New B Grade Minimum	Fiscal Impact
1 (Trial)	B-44	B-45	N/A		$145,692.00	$138,281.00	$0
1 (Civil)	B-44	B-45	DA Civil Division Chief and General Counsel		$146,316.00	$138,281.00	$0
1 (Intake)	B-44	B-45	DA Intake Division Chief and Grand Jury		$136,000.00	$138,281.00	$2,281
1 (Appellate)	B-44	B-45	N/A		$145,605.00	$138,281.00	$0
							$2,281

DA Felony Prosecutor III - Court Chief

Number of Positions	Current B Grade	New B Grade	Title Conversion		Current Salary	New B Grade Minimum	Fiscal Impact
6	B-41	B-43	Alternative - DA Division Director		$122,238	$125,425.00	$3,187
					$122,253	$125,425.00	$3,172
					$122,238	$125,425.00	$3,187
					$126,462	$125,425.00	$0
					$130,000	$125,425.00	$0
				ARPA	$130,000	$125,425.00	$0
							$9,546

DA Felony Prosecutor II

Number of Positions	Current B Grade	New B Grade	Title Conversion		Current Salary	New B Grade Minimum	Fiscal Impact
9	B-39	B-41	N/A		$115,000	$113,764	$0
					$106,456	$113,764	$7,308
				ARPA	$106,582	$113,764	$7,182
					$119,927	$113,764	$0
				VAWA	$109,639	$113,764	$4,125
				ARPA	$106,582	$113,764	$7,182
					$107,489	$113,764	$6,275
					$114,066	$113,764	$0
					$110,244	$113,764	$3,520
							$35,592

DA Felony Prosecutor I

Number of Positions	Current B Grade	New B Grade	Title Conversion		Current Salary	New B Grade Minimum	Fiscal Impact
4	B-37	B-39	N/A		$94,079	$103,187	$9,108
					$101,623	$103,187	$1,564
					$107,489	$103,187	$0
					$105,080	$103,187	$0
							$10,672

ASK Option 1 - Reclassification if new Chief of Staff position is approved

DA Chief Office Admin

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
1	B-29	B-32	DA Office Manager	$89,916	$73,049	$0

ASK Option 2 - Reclassificaion if new Chief of Staff postion is not approved

DA Chief Office Admin

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
1	B-29	B-34	DA Chief of Staff	$89,916	$80,627	$0

DA Financial Manager

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
1	B-29	B-34	N/A	$85,522	$80,627	$0

DA Legal Assistant IV

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
5	B-25	B-30	Alternatives - DA Court Manager or DA Court Admin	$59,482	$66,172	$6,690
				$57,109	$66,172	$9,063
				$64,957	$66,172	$1,215
				$56,720	$66,172	$9,452
				$59,353	$66,172	$6,819
						$33,239

DA Legal Assistant III

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
5	B-23	B-25	DA Office Admin	$54,895	$51,611	$0
				$56,659	$51,611	$0
				$52,897	$51,611	$0
				$46,769	$51,611	$4,842
				$57,081	$51,611	$0
						$4,842

DA Lead Victim Assistance Coordinator

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
1	B-26	B-28	N/A	$68,739	$59,926	$0

DA Victim Assistance Coordinator

Number of Positions	Current B Grade	New B Grade	Title Conversion	Current Salary	New B Grade Minimum	Fiscal Impact
2	B-24	B-26	N/A	$55,965	$54,243	$0
				$54,652	$54,243	$0

DA Legal Assistant I

Request: Instruct HR and the Budget office to change the B.grades of all requested positions in the DA's office to conform with the District Attorney's Request. Fund approximately $94,000 for this purpose.

Salary Study: In theory, the one way to provide for the immediate future for our office. A comprehensive data-based metric to help the Commissioners and the District Attorney to adequately provide sufficient personnel and salaries to retain and attract the experienced, professional talent expected by our community. The following appear to be the guiding assumptions that guide Commissioner's Court and HR for the salary study:

1. The Purpose is to attract and retain quality county employees.
2. Set the minimum B grade at the market median of the lowest possible salaries for each position.
3. All **funding policies** are critically **linked to the minimum of the B. Grade** set for each position.
4. Salary Study provides accurate, timely information.

What has changed:

1. **Salary study is deficient**:
    a. Over 50% of data for positions is simply missing.
    b. Examples of comparable data are incorrect, i.e. Civil Division Chief, and Travis County Directors.
    c. No comparison or look at actual salaries.
    d. Provides no ability to compare internally to other Williamson County Offices.
    e. No opportunity for the Elected to discuss the study with Commissioner's Court.

2. **Comparable Entities data has changed already**:
    a. Bell County District Attorney's Office is currently involved in a salary study using the Williamson County District Attorney's salary data for their office.
    b. Hays County: In the 1st six months have given a 10% across the board raise and have entertained and voted to increase multiple salaries and positions within the District Attorney's office on regular agenda meetings. We lost two potential employees (that we know of) to Hays County.
    c. Texas Attorney General Salaries have increased substantially. See Texas Tribune
3. **Cost of Living-Housing in Williamson County**:
    a. Many applicants for our positions have tried to weigh the salary against the cost of buying a home and living in Williamson County v. the cost of living elsewhere.
    b. Referencing cost of living data in Houston/Dallas market is not sufficient as the Austin area increased cost of living is dramatically higher than Houston.

Overall Justification for B. Grade increases: The District Attorney has worked diligently to be a good steward of our taxpayer funded office. We strive to run the office efficiently, lawfully, and skillfully to provide professional, experienced service to individuals affected by criminal justice and our community. Appropriately resourcing our office has been a struggle for the 6 ½ years I have been in office, and our one chance to get this right occurs every 5 years or so during a salary study. In light of the County's tremendous growth and increase in serious criminal activity, we need appropriate salary starting points. Additionally, we need funding rules flexible enough to allow for the continued operation of the District Attorney's office at a high standard to insure a safe community for all County residents.

Line Item Transfer Amount

Should the court approve this request, the Budget Office will place a line item transfer on the subsequent agenda for the amount highlighted below.

	VICTIMS ASSIST COORD B24	FELONY PROSECUTOR II B39
FY 24 ADOPTED SALARY	$ 53,049.93	$ 111,443.03
REQUESTED SALARY PER SHAWN DICK	$ 58,000.00	$ 125,000.00
SALARY DELTA	$ (4,950.07)	$ (13,556.97)
FICA	$ (378.68)	$ (1,037.11)
RETIREMENT	$ (794.49)	$ (2,175.89)
TOTAL FUNDS NEEDED	**$ (6,123.24)**	**$ (16,769.97)**
GRAND TOTAL FOR BOTH POSITIONS	**$ (22,893.21)**	
% ABOVE THE MINIMUM OF THE GRADE	18.08%	21.14%

Commissioners Court - Regular Session **37.**

Meeting Date: 10/17/2023

Jail to Jobs Services Contract at the Williamson County Expo Center

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a services contract with Nineveh Ministries, Inc. d/b/a Jail to Jobs to provide services to support the operations of the Williamson County Expo Center.

Background

Jail to Jobs will provide services as an independent contractor and supply one supervisor and up to three personnel based on facility preparation needs associated with event schedules. Services to primarily include stall cleaning and disinfecting, wash rack maintenance, shavings delivery, stall and livestock panel construction and deconstruction, bleacher maintenance, janitorial tasks and trash collection and disposal. All participants will be vetted to ensure that no participants have been convicted of any crime consisting of sexual crimes, and/or animal cruelty crimes. Services contract was reviewed by Purchasing, Contract Audit and Legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail to Jobs Services Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/09/2023 02:15 PM
Form Started By: Russell Fishbeck		Started On: 10/09/2023 08:58 AM
Final Approval Date: 10/09/2023		

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
NINEVEH MINISTRIES D/B/A JAIL TO JOBS
FOR
SUPPORT OF WILLIAMSON COUNTY EXPO CENTER OPERATIONS

This Services Contract ("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 **Nineveh Ministries, Inc. d/b/a Jail to Jobs** (hereinafter "Services Provider"), a Texas non-profit corporation operating in the State of Texas with an address located at 5 Indian Meadows Dr., Round Rock, TX 78665.

I.

No Agency Relationship: It is understood and agreed that Services Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Services Provider hold itself out as an agent or official representative of the County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Services 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.

II.

Entire Contract & Incorporated Documents: 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 (as if copied in full) into this Contract include the following:

A. This Contract; and
B. Any required insurance certificates evidencing required coverages.

III.

Services: Services Provider shall provide services to support the operations of the Williamson County Expo Center ("Expo Center") *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Services Provider expressly acknowledges that he or she is not an employee of the County. The services include, but are not limited to the following:

A. Services Provider's Responsibilities:

1. On dates and times agreed upon, in advance, between both the County and Services Provider, Services Provider will supply one (1) supervisor and up to three (3) personnel for four (4) shifts from 8:00 am to 12:00pm or for eight (8) hour shifts from 8:00 am to 5:00 pm with a sixty (60) minute lunch from 12:00pm to 1:00pm.
2. Services Provider's personnel and the supervisor shall provide services, to include but not limited to stall cleaning and disinfecting, wash rack maintenance, shavings delivery, stall and livestock panel construction and deconstruction, bleacher maintenance, janitorial tasks, and trash collection and disposal.
3. All personnel will be vetted to ensure that no participant will have been convicted of any crime consisting of sexual crimes, and/or animal cruelty crimes.
4. Services Provider's supervisor shall ensure the quality of work as well as the behavior of the personnel while at the Expo Center.
5. Services Provider shall ensure all personnel are legally allowed to work in Texas and the United States as per all federal rules and regulations.
6. Services Provider shall maintain workman's comp insurance on the supervisor and all personnel.
7. Services Provider shall keep accurate timesheets on all personnel and supervisor.
8. Services Provider will obtain necessary approvals from guardians of any juveniles who serve as Services Provider's personnel.
9. Timely notify County of any changes in staffing that may affect the services provided hereunder.

B. County's Responsibilities:

1. The Expo Center will acquire and distribute the funds necessary to fulfill the terms and conditions of this Contract.
2. The Expo Center will coordinate with Services Provider to schedule work, in advance, needed to be accomplished each day for the Services Provider's personnel and the supervisor, to include but not limited to, stall cleaning and disinfecting, wash rack maintenance, shavings delivery, stall and livestock panel construction and deconstruction, bleacher maintenance, janitorial tasks, and trash collection and disposal.

3. The Service Provider's supervisor and/or personnel may operate Expo Center equipment at the discretion of the Expo Center General Manager, to include but not limited to, shavings vacuum, power washers, and blowers.
4. The Expo Center will not be responsible for payment of Services Provider's supervisors or personnel who fail to report or do not complete the assigned tasks or duties.
5. The Expo Center will communicate to the on-site supervisor for Services Provider if there are any personnel who are not performing up to acceptable standards.
6. The Expo Center will communicate to the Services Provider's Director if the supervisor is not performing to acceptable standards.

IV.

INDEMNIFICATION - EMPLOYEE OR PARTICIPANT PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES 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 OR PARTICIPANT OF THE SERVICES 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. SERVICES 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, SERVICES 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 CONTRACT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICES 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.

V.

Fee: Services Provider will be paid based on a rate of $18.00 per hour for one (1) Services Provider supervisor and $13.00 per hour for Services Provider personnel. **The maximum not-to-exceed amount of the total fees to be paid under this Contract shall be $48,000.00.**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government

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

VI.

Insurance: Services 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/Participant
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

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

VII.

Term: This Contract shall be effective as of the date of the last party's execution hereinbelow and continue thereafter until September 30, 2024, unless otherwise extended by written amendment executed by both parties.

VIII.

Termination: This Contract may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, the County will only be liable for actual services rendered and actually received.**

IX.

No Assignment: This Contract may not be assigned.

X.

Confidentiality: Services 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.

XI.

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.

XII.

Good Faith: The Parties agree to act in good faith in the performance of this Contract.

XIII.

Compliance with All Laws: Services Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

XIV.

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.

XV.

Notices: The Parties designate the following persons for receipt of notice:

If to County:
Name: Hon. Bill Gravell (or successor)
Title: County Judge
Address: Williamson County
710 Main Street
Georgetown, TX 78626
Phone: (512) 943-1550

If to Services Provider:
Title: Director or Authorized Representative
Address: Jail to Jobs
5 Indian Meadows Dr.
Round Rock, TX 78665
Phone: (737) 234-5627

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

XVI.

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.

XVII.

Right to Audit: The Services 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 The Services Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Services Provider agrees that the County shall have access during normal working hours to all necessary the County 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 The Services Provider reasonable advance written notice of intended audits, which will be at the County's discretion.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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

AGREED AND APPROVED:

WILLIAMSON COUNTY

By: _____ **Date:** _____

Hon. Bill Gravell
County Judge

SERVICES PROVIDER

NINEVEH MINISTRIES, INC. D/B/A JAIL TO JOBS

By: _____ **Date:** 10/4/23

Printed Name: Eric Mejia

Title: Williamson County Director

Commissioners Court - Regular Session **38.**

Meeting Date: 10/17/2023

2024 HazMat Monitor Maintenance Homeland Security (SOGA)

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 accepting HS-Homeland Security Grant Number 2957209 in the amount of $41,000.00 to support the Williamson County Hazmat Monitor Maintenance Project.

Background

Homeland Security grant funds will be utilized to perform routine/preventative maintenance on hazardous materials monitoring equipment used by the Williamson County Hazmat and Regional Response Teams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HSGP Acceptance Resolution

HSGP Congratulatory Letter

HSGP Statement of Grant Award

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 08:34 AM
Form Started By: Hank Jones		Started On: 10/11/2023 04:33 PM
Final Approval Date: 10/12/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the acceptance of the grant award from the Office of the Governor, Homeland Security Grant Program (HSGP) for the Williamson County Monitor Maintenance Project. The (HSGP) grant application number is 2957209.

WHEREAS, The Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Award be accepted from the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP); and

WHEREAS, The Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) in full; and

WHEREAS, The Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves acceptance of the grant award from the Office of the Governor, Homeland Security Grant Program (HSGP) for the Williamson County Monitor Maintenance Project.

Adopted this 17th day of October 2023.

_____

Bill Gravell Jr.
Williamson County Judge

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Executive Director
Public Safety Office

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2957209	**Award Amount:**	$41,000.00
Date Awarded:	9/26/2023	**Grantee Cash Match:**	$0.00
Grant Period:	01/01/2024 - 12/31/2024	**Grantee In Kind Match:**	$0.00
Liquidation Date:	03/31/2025	**Grantee GPI:**	$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	**Total Project Cost:**	$41,000.00
Grantee Name:	Williamson County		
Project Title:	Williamson County Hazmat Monitor Maintenance		
Grant Manager:	Dorothy Caston		
Unique Entity Identifier (UEI):	C4BDCBLYNND6		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	9/11/2023
Federal/State Award ID Number:	EMW-2023-SS-00025
Total Federal Award/State Funds Appropriated:	$102,000,951.00

Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Commissioners Court - Regular Session **39.**

Meeting Date: 10/17/2023

2024 HazMat Monitor/Suit/SCBA Maintenance Homeland Security, Urban Area Security Initiative Grant Resolution

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 accepting HS-Homeland Security, Urban Area Security Initiative - Regular Projects (UASI-R) for the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project, Grant Number 4893401 in the amount of $79,000.00 to support the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project.

Background

Homeland Security, Urban Area Security Initiative - Regular (UASI-R) grant funds will be utilized to perform routine/preventative maintenance on hazardous materials monitor/suit/SCBA equipment used by the Williamson County Hazmat and Regional Response Teams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HSGP, UASI-R Acceptance Resolution

HSGP, UASI-R Congratulatory Letter

HSGP, UASI-R Statement of Grant Award

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 08:41 AM
Form Started By: Hank Jones		Started On: 10/11/2023 06:00 PM
Final Approval Date: 10/12/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the acceptance of the grant award from the Office of the Governor, Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiative – Regular Projects (UASI-R) for the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project. The (HSGP), (UASI-R) grant application number is 4893401.

WHEREAS, The Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project Grant Award be accepted from the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiative – Regular Projects (UASI-R); and

WHEREAS, The Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiative – Regular Projects (UASI-R) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiative – Regular Projects (UASI-R) in full; and

WHEREAS, The Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves acceptance of the grant award from the Office of the Governor, Homeland Security Grant Program (HSGP), 2023 Urban Area Security Initiatives – Regular Projects for the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project.

Adopted this 17th day of October 2023.

_____

Bill Gravell Jr.
Williamson County Judge

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Executive Director
Public Safety Office

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4893401	**Award Amount:**	$79,000.00
Date Awarded:	9/26/2023	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2023 - 09/30/2024	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2024	**Grantee GPI:**	$0.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)	**Total Project Cost:**	$79,000.00
Grantee Name:	Williamson County		
Project Title:	Hazmat Monitor/Suit/SCBA Maintenance		
Grant Manager:	Dorothy Caston		
Unique Entity Identifier (UEI):	C4BDCBLYNND6		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	9/11/2023
Federal/State Award ID Number:	EMW-2023-SS-00025
Total Federal Award/State Funds Appropriated:	$102,000,951.00

Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Commissioners Court - Regular Session **40.**

Meeting Date: 10/17/2023

Eitan LMR Agreement

Submitted For: Michael Hernandez **Submitted By:** Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Limited Market Release Agreement with Eitan Medical North America Inc.

Background

WilCo EMS utilizes IV pumps manufactured by Eitan Medical to administer certain medications. Eitan Medical has developed a new software that allows users to remotely program/update the IV pumps. This agreement would allow the EMS department to have a 90-day trial to utilize the software for evaluation. There is no cost. The agreement has been reviewed by WilCo Legal.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Eitan Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Shannon Francis	10/12/2023 11:44 AM
County Judge Exec Asst.	Becky Pruitt	10/12/2023 01:31 PM
Form Started By: Michael Knipstein		Started On: 10/12/2023 07:38 AM
Final Approval Date: 10/12/2023		

LIMITED MARKET RELEASE AGREEMENT

This Limited Market Release Agreement ("**Agreement**") is hereby entered into on the date of the last party's execution hereto (the "**Effective Date**") by and between **Eitan Medical North America Inc.**, a Delaware corporation with offices at 65 Enterprise 3rd Floor Aliso Viejo, CA 92657, USA including its affiliates ("**Eitan Medical**"), and Williamson County, Texas, a political subdivision of the State of Texas, acting herein by and through its governing body, with an address at 710 Main Street, Georgetown, Texas (the "**Customer**"). Eitan Medical and Customer, each a "**Party**" and collectively the "**Parties**".

WHEREAS, Eitan Medical Ltd., the parent company of Eitan Medical, is the developer and owner of the Sapphire product line of infusion pumps (the "**Sapphire Pump**") including the Connect accessory (the "**Connect**"), and the Insights platform (the "**Insight**"), and as more specifically described in **Appendix A** incorporated herein; and

WHEREAS, Eitan Medical has developed a new Software Version Rev 16.10. for the Sapphire Pump, which is released and approved for the market and based on Eitan Medical's internal procedures, Eitan Medical desires that the Software be evaluated prior to broad marketing efforts (the "**Software**" and together with the Connect, and the Insight, the "**Products**")); and

WHEREAS, in connection with the release of the Software, the Connect and the Insight and approval for the market, Eitan Medical desires that the Products be evaluated prior to broad marketing efforts; and

WHEREAS, Customer wishes to serve as a Limited Market Release ("**LMR"**) site for the Products; **NOW THEREFORE**, in consideration of the mutual covenants and premises herein contained, the Parties hereto agree as follows:

1. Customer agrees to perform LMR testing for the Products, in accordance with the LMR protocol attached hereto as **Appendix A** (the "**LMR Protocol**"). With respect to the Software, Customer will install it on the Sapphire Pumps pursuant to the protocol in **Appendix A**. For the foregoing purpose Eitan Medical grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use (i) the Software and the Connect on the Pumps owned by Customer; (ii) the Insight in connection with the Pumps, in each case, solely for implementing the LMR Protocol during the period specified in the Protocol (the "**LMR Period**"), and subject to the terms and conditions below (the "**License**").

2. As part of the LMR Protocol, Customer shall collect and share with Eitan Medical feedback associated with the use and operation of the Products as set forth in the LMR Protocol, including without limitation, ideas and suggestions for enhancements, improvements or new functionality, user experience feedback, problems encountered, and details regarding general satisfaction and remaining unmet needs (collectively the "**Feedback**"). The Feedback shall be collected by means set forth in the LMR Protocol, including through questionnaire and surveys. Customer hereby assigns all rights in the Feedback to Eitan Medical, and Eitan Medical may use the Feedback in any manner and for any purpose. Without limiting the foregoing, Eitan Medical and/or its affiliates shall be entitled to use the Feedback in press releases, customer testimonials, and as a reference in marketing and sales initiatives by Eitan Medical or by its affiliates. At the end of the LMR, the Customer may, upon approval of the Customer's Commissioners Court, purchase the Connect devices provided to it in accordance with the prices and terms mutually agreed by the parties prior to the end of the LMR. Otherwise all Connect devices provided to it shall be returned to Eitan Medical within 10 days from the completion of the LMR or earlier as requested by Eitan Medical.

3. Customer acknowledges that the Products include valuable trade secrets of Eitan Medical. Customer agrees to treat the Products as confidential and proprietary information of Eitan Medical and will not without the express written authorization of Eitan Medical: (i) demonstrate, copy, sell or market the Products to any third party; (ii) publish or otherwise disclose information relating to the Products and/or the LMR, including without limitation, information relating to the Feedback and the performance or quality of the Products to any third party; or (iii) modify, disassemble, decompile, reverse engineer the Software, the Insight or any part thereof, or create derivative works thereof.

4. The Products are licensed and not sold, and as between the Parties, all right, title and interest, including intellectual property rights, in and to the Software and the Products, and confidential information vested therein, no matter by whom made, shall remain vested solely and exclusively with Eitan Medical. To the extent Customer obtains any rights in the foregoing, Customer hereby grants all such right, title and interest in and to any of the Products or confidential information vested therein, and all intellectual property rights in either of the foregoing, to Eitan Medical. Eitan Medical grants no implied licenses in the Products to Customer by virtue of this Agreement.

5. Customer shall comply with any and all applicable federal, state and local laws, regulations, rules, guidelines, and ordinances in connection with its activities related to this Agreement, including disclosing to all applicable state and health care programs discounts and reductions in price provided by Eitan Medical, and accurately reporting with respect to this Agreement in connection with participation in any transparency reporting program.

6. The terms of the Pumps' user manual, included with the Pumps when purchased and/or provided by or to Customer, apply with respect to all warranties and limitation of liability contained therein, and are hereby incorporated by reference. Customer acknowledges that this Agreement does not modify or change such terms with respect to the Pumps.

7. The term of this Agreement shall commence on the Effective Date and shall continue for ninety (90) business days ("LMR Duration"). Each party shall have the right to terminate this Agreement during the LMR Period: (i) upon thirty (30) days prior written notice if the other Party is in material breach of any obligation under this Agreement, and the breaching Party fails to remedy such breach within the notice period; or (ii) immediately upon material breach of the other party, if such breach is not capable of being cured. The Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Eitan Medical. No penalty will be assessed for the Customer's termination of this Agreement for convenience. Any terms and conditions that by their nature or otherwise reasonably should survive any termination or expiration of this Agreement shall be deemed to survive including, without limitation, Sections 2, 3, 4 , 5, 6, 8 - 13.

8. IN NO EVENT WILL Eitan Medical (NOR ANY OF ITS AFFILIATES OR ANY OTHER PARTY ON ITS BEHALF) BE LIABLE UNDER THIS AGREEMENT TO THE CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, LOSS SALES, DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. Eitan Medical'S AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMTED TO AN AMOUNT EQUAL TO CUSTOMER'S COMPENSATION HEREUNDER. Eitan Medial acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to Eitan Medical; therefore, all references of any kind to Customer indemnifying, holding or saving harmless any other party, including but not limited to Eitan Medical, for any reason whatsoever are hereby deemed void and deleted.

9. Customer shall not assign or transfer all or any of its rights or benefits or delegate any of its obligations under this Agreement without the prior written consent of Eitan Medical. Eitan Medical may assign this Agreement in whole or in part without the prior written consent of Customer.

10. This Agreement (and its exhibits) constitutes the complete understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, understandings and other communications relating thereto, whether written or oral. This Agreement may only be amended by writing signed by both Parties. The failure of either party to enforce any provision hereof shall not be deemed a waiver of that party's right to enforce that provision at a later date. If any provision of this Agreement is held to be illegal, invalid or unenforceable, then such provision shall be limited or eliminated to the minimum extent necessary, and the remainder of this Agreement shall continue in full force and effect.

11. This Agreement is governed by the laws of the State ofTexas , and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of theWilliamson County, Texas, to resolve any dispute arising out of or pursuant to this Agreement.

12. Any notice given by one party to the other shall be deemed properly given if specifically acknowledged by the receiving party in writing or when delivered to the recipient by hand, fax, electronic mail or special courier during normal business hours to such address as notified in writing from time to time by either party. Any notice sent in accordance with this Section shall be effective (i) if mailed, four (4) business days after mailing, (ii) if sent via facsimile or electronic mail, upon transmission and electronic confirmation of receipt or if transmitted and received on a non-business day on the first business day following transmission and electronic confirmation of receipt, (iii) if delivered by hand, upon delivery. Each communication and document made or delivered by one party to another pursuant to this Agreement shall be in the English language.

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

14. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Customer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer 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.

15. Eitan Medical agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after the termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Eitan Medical which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Eitan Medical agrees that Customer shall have access during normal working hours to all necessary Eitan Medical facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Eitan Medical reasonable advance notice of intended audits.

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

Eitan Medical North Americal Inc. Signature: Ben Noonan By: Ben Noonan Title: General Manager - North America	**Williamson County, Texas** Signature: _____ By: Judge Bill Gravell Title: County Judge

Appendix A

Appendix – A - LMR Protocol

LMR Duration:

LMR will take place for __90__ business days commencing on the Effective Date of the Limited Market Release Agreement incorporated herein and ending 90 business days thereafter.

Pumps:

Sapphire Multi-Therapy devices

Sapphire Connect x 4

Number of Products:

Customer will upgrade __4____Sapphire Multi-Therapy devices.

Software Upgrade Process:

Customer will be responsible for performing the Software upgrade process with support by Eitan Medical. The Software and tools required for the upgrade will be provided by Eitan Medical. The Software will be loaded on the Customer's infusion pump fleet. It is understood that the upgrade will be completed in phases as the pumps are in use. During the LMR Period, when a pump is returned to Customer facility, and before it is shipped to a new patient, the Customer agrees to upload the new Software on the device.

Training:

Customer will be provided with the documentation required to perform internal training related to the use of the Software. Eitan Medical will provide a virtual training session with Customer's trainers before training begins to ensure trainers understand the material and changes included in the Software.

Data Collection:

Customer agrees to collect and share with Eitan Medical Feedback associated to the use of the Software, including but not limited to:

Number of therapies, type of therapies, noted improvements, performance evaluation, training clarity, Software upgrade process, and any other issue Eitan Medical or the Customer wish to follow up on.

For the foregoing purposes the Customer shall fill in customary questionnaire and/or survey to be provided by Eitan Medical

Communication Plan

LMR Initiation call

Duration: 1 hour

Purpose: Setting up expectations from the LMR process, agreement on formal LMR start date.

Participants:

Eitan Medical – CEO/ VP Digital Health, Sales Representative

Eitan Medical – Product Manager

Customer – Trainer, LMR Point of contact, Technician

Bi-weekly LMR follow up calls

Duration: 1 hour per week

Purpose: Follow up on LMR Progress, share feedback, address emerging issues, technical support

Participants:

Eitan Medical – CEO/ VP Digital Health

Eitan Medical – Product Manager, Sales Representative

Customer – Trainer, LMR Point of contact, Technician

During the LMR period, Eitan Medical & Customer designate specific personal to support a bi-weekly call where Customer is expected to provide the following:

- Number of pumps upgraded to the new Software
- Training issues
- Any issue associated with the use of the Software
- Number or users downloaded the new Drug Library Editor Software

LMR Summary call

Duration: 1 hour

Purpose: Conclusion of LMR, distribution of Survey.

Participants:

Eitan Medical – CEO , Sales Representative

Eitan Medical – Product Manager

Customer – Trainer, LMR Point of contact, Technician

Commissioners Court - Regular Session **41.**

Meeting Date: 10/17/2023

WilCo Care Agreement Update

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an updated interlocal agreement between Williamson County and Williamson County and Cites Health District related to collaboration for WilCo Care Recipients.

Background

This is an update to the original agreement approved on 02/22/2022. The update expands covered zip codes to include 78626 and 78664 and adjusts the age to 55 instead of 60 for participation. This ILA allows Health District personnel and County Community Health Paramedicine personnel to work together to provide service to WilCo Care recipients. The overall goal of the ILA is to engage WilCo Care recipients and improve efficiencies of WilCo Care utilization by the target population. There is no payment obligation with this ILA. All work can be accomplished with current County CHP staff.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Shannon Francis	10/12/2023 11:32 AM
County Judge Exec Asst.	Becky Pruitt	10/12/2023 01:31 PM
Form Started By: Michael Knipstein		Started On: 10/12/2023 08:20 AM
Final Approval Date: 10/12/2023		

INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND WILLIAMSON COUNTY, TEXAS,
(Collaboration Between Williamson County and Cities Health District and County Community Health Paramedicine Program relating to WilCo Care Recipients)

THIS INTERLOCAL AGREEMENT is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter the "Health District"), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter the "County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. The Health District and the County are herein referred to collectively as the "Parties" and individually as "Party.

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows these entities to contract with one another to perform governmental functions and services;

WHEREAS, the Parties desire to contract with each to allow Health District personnel and County Community Health Paramedicine personnel ("CHP Personnel") to work together to provide services to WilCo Care recipients; and

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial and not detrimental to the Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for promoting and ensuring public health and safety.

2.2 The purpose of this Agreement is promote public health and safety by authorizing a collaboration between the CHP Personnel and Health District personnel in providing services to persons enrolled in WilCo Care.

3. TERM

3.1 The term of this Agreement shall extend from the effective date hereof until the first anniversary of the effective date.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated by either of the Parties in accordance with Section 7 herein, and that such termination may be affected at any time during the term.

4. NO PAYMENT OBLIGATIONS

Neither Party shall have any payment obligations to the other Party for the collaborative services provided under this Agreement.

5. OBLIGATIONS OF THE PARTIES

5.1 The County will use its CHP personnel and the Health District will use its personnel to provide the collaborative services described in Exhibit "A" which is attached hereto and incorporated herein for all purposes (the "Collaborative Services").

5.2 It is understood that CHP personnel and Health District personnel, in performing the Collaborative Services, will be visiting recipients in their homes and having access to and sharing information concerning such recipients. To the extent such information constitutes protected health information, it shall be subject to a HIPAA Business Associate Agreement, executed between the Health District and the County in connection with this Agreement.

6. LIABILITY

The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

7. TERMINATION FOR CONVENIENCE

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

8. NOTICE

All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

If to Williamson County:
Name: Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626

If to Health District:
Name: Executive Director
Address: 355 Texas Ave.
Round Rock, Texas 78664

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, the Health District and the County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 The Health District and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

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

10.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

10.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of Party does not appropriate sufficient funds as determined by Party's budget for the fiscal year in question. Party may effect such termination by giving other the other Party written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.15 Right to Audit. Both Parties agree that the other Party 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 the other Party which are directly pertinent to the services to be performed under this Agreement by such other Party for the purposes of making audits, examinations, excerpts, and transcriptions. The Parties agree that the other Party shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The Party performing the audit shall give the other Party reasonable advance notice of intended audits.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

[Signature page follows.]

APPROVED by the Williamson County Board of Health on behalf of the Williamson County and Cities Health District, in its meeting held on the 11th day of October, 2023, and executed by its authorized representative.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: _____
Caroline Hilbert, Executive Director

Date Signed: 10/11/2023

APPROVED by the Commissioners Court of Williamson County in its meeting held on the _____ day of _____, 20_____, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____

EXHIBIT A

WCEMS CHP and WCCHD Collaboration

Goal: Provide a more robust outreach and follow up for WilcoCare recipients.

Initial recipient focus group:

- Residents of Taylor, Jarrell, Florence, Bartlett, Granger who reside in the following zip codes 76574, 76527, 76537, 76530, and 76511
- Residents of Georgetown and Round Rock who reside in the following zip codes: 78626 and 78664
- Anyone over the age of 55 regardless of residence

CHP actions/items to address with each contact:

- Social Needs
- Medical Needs
- Medical home establishment
- Access to medications
- Understanding of medications and medication safety assessment
- Reliable transportation
- Food stability
- Housing stability
- Access to communication

CHP Enrollment description: Clients will be referred by WCCHD navigators via an electronic form. Each consenting enrollee will be assisted for 30 days. Assistance via phone is acceptable, but a home visit is allowable when needed as well. If at anytime during the enrollment, the CHP finds that the client needs more robust services, they can be transitioned to a traditional CHP enrollment program.

Tasks to complete for implementation:

1. Establish launch date and timeline for program building - complete
2. Meet as needed to establish mutual goals – date set
3. Educate on each program's capabilities and duties – date set
4. Establish any documents and data collection systems
5. Establish MOU/ILA for BOH and Commissioner's court

Action Items as discussed in initial meeting:

1. February 8th – full team meeting to introduce program
2. March 1st – launch date for referrals
3. Establish "system" for referrals and communication (Aunt Bertha platform?)
4. Establish consent for services
5. Process development for identification of clients in need and referrals
6. Documentation database for CHP – partially complete
7. Establish reporting process

Commissioners Court - Regular Session **42.**

Meeting Date: 10/17/2023

Central Counting Station Appointment

Submitted For: Judith Ritchie **Submitted By:** Judith Ritchie, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on establishing a Central Counting Station and appointment of officers to serve at the Central Counting Station for the election of November 7, 2023.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Nov 7 2023 Central Counting Station

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/09/2023 02:11 PM
Form Started By: Judith Ritchie		Started On: 10/03/2023 07:30 PM
Final Approval Date: 10/09/2023		

ORDER ESTABLISHING CENTRAL COUNT STATION

JOINT GENERAL AND SPECIAL ELECTIONS

NOVEMBER 7, 2023

On this 10th day of October 2023, the Commissioners Court of Williamson County, Texas, does hereby establish on Central Counting Station for counting ballots for the Joint General and Special Elections being held on Tuesday, November 7, 2023. The Central Counting Station shall be established and organized pursuant to Chapter 127, Subchapter "A" of the Election Code. The Central County Station shall be located at the Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas.

The following officers are appointed to serve as the Central Count Station:

Counting Station Manager:	Judith L. Ritchie
Tabulation Supervisor:	Brandon Jenkins
Assistant Tabulation Supervisors:	Peter Bazan, Vikki Farrow, Yajaria Gonzalez, Kristine Heimerman, David Kohn, Lorraine McKay, Ann Morrison, Jaime Newton, David Neilsen Savannah Roberts, Stephen Soto, employees of ES&S, and other qualified employees (as needed)
Presiding Judge	Steve Armbruster
Alternate Presiding Judge	Mary Griffith

Signed this 10th day of October 2023

Bill Gravel, Jr., County Judge

Commissioners Court - Regular Session **43.**

Meeting Date: 10/17/2023

Appointment of Early Ballot Board Judge and Alternate Judge

Submitted For: Judith Ritchie **Submitted By:** Judith Ritchie, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the appointment of Early Voting Ballot Board Judge and Alternate Judge.

Background

Pursuant to Texas Election Code Chapters 32 and 87, Appointment of Early Voting Ballot Board Judge and Alternate Judge, the county chairs of the Republican Party and Democratic Party have provided names for Judge and Alternate Judge to serve on the Early Voting Ballot Board for the November 7, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Early Voting Ballot Board Judge and Alternate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 11:49 AM
Form Started By: Judith Ritchie		Started On: 10/12/2023 11:32 AM
Final Approval Date: 10/12/2023		

Early Voting Ballot Board

November 7, 2023, General Election

Judge: Karen Clary

Alternate Judge: Jessica Stempko

Commissioners Court - Regular Session **44.**

Meeting Date: 10/17/2023

Approval of Purchase of VOTEC Election Management and Compliance System from VOTEC Corporation for Elections Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase #202432 of VOTEC Election Management and Compliance System (VEMACS) and Ballot Board annual licenses, maintenance, and support from VOTEC Corporation for the Williamson County Elections Department in the amount of $105,113.80 and exempting VOTEC Corporation from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(7)(D) discretionary exemption for captive replacement parts or components for equipment.

Background

The VOTEC Election Management and Compliance System (VEMACS) is an election management platform that the Williamson County Elections Department currently uses to manage voter registration. As an add-on module to VEMACS, the Elections Department uses the Ballot Board Signature Verification Module, which is used in the processing of ballots by mail received annually for multiple elections. Purchase recommendation is for FY 24. Funding source is 01.0100.0492.004506 for FY24. Department contacts are Judith Ritchie and Vikki Farrow.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Votec Quotes

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/11/2023 03:47 PM
County Judge Exec Asst.	Becky Pruitt	10/12/2023 08:25 AM
Form Started By: Mary Watson		Started On: 10/05/2023 03:07 PM
Final Approval Date: 10/12/2023		

VOTEC

VOTEC Corporation

- INVOICE -

Judith Ritchie
Williamson County
P.O. Box 209
Georgetown, TX 78627
Email Invoice to: judith.ritchie@wilco.org

Invoice # [redacted]
October 1, 2023

Subject: VEMACS Support - 10/01/2023 - 09/30/2024

If you have any questions concerning this invoice, please contact us at: accounts.receivable@votec.net

Item	Quantity	Description	Unit Price	Extended
1	1	Base VEMACS support fee	$1,200.00	$1,200.00
2	371,687	VEMACS per voter fee per schedule - 2022		$87,136.18
3	87,136	Per Voter Surcharge at 4 percent of VEMACS per voter schedule fee	$0.04	$3,485.44
4	10	Oracle per user license for VEMACS Support	$100.00	$1,000.00
		Total		**$92,821.62**

Due and payable upon invoice.

Thank you.

VOTEC Corporation

- INVOICE -

Judith Ritchie
Williamson County
P.O. Box 209
Georgetown, TX 78627
Email Invoice to: judith.ritchie@wilco.org

Invoice # [redacted]
October 1, 2023

Subject: BallotBoard License

If you have any questions concerning this invoice, please contact us at: accounts.receivable@votec.net

Item	Quantity	Description	Unit Price	Extended
1	1	Ballot Board Base Fee	$3,000.00	$3,000.00
4	371,687	Ballot Board - Per Voter Fee	$0.025	$9,292.18
		Total		**$12,292.18**

Due and payable upon invoice.

Thank you.

Commissioners Court - Regular Session **45.**

Meeting Date: 10/17/2023

Authorize Issuing Advertisement for IFB #24IFB001 Portland Cement 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 Portland Cement under IFB #24IFB001.

Background

Williamson County is seeking to purchase Type I/II and Type IL Portland Cement, from qualified companies and conforming to Texas Department of Transportation Departmental Materials Specifications DMS-4600 “Hydraulic Cement”, Effective date: June 2023 (Formerly DMS-4600 the Hydraulic Cement Quality Monitoring Program, or HCQMP). This project was previously advertised under IFB #23IFB28 and IFB #23IFB47 with over one thousand one hundred fifty (1,150) invites sent to vendors but no bids received, and they should formally be closed. Funding source is 01.0200.0210.003597 and 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	10/04/2023 09:48 AM
County Judge Exec Asst.	Becky Pruitt	10/04/2023 02:24 PM
Form Started By: Dolores Donaldson		Started On: 10/02/2023 03:38 PM
Final Approval Date: 10/04/2023		

Commissioners Court - Regular Session **46.**

Meeting Date: 10/17/2023

Approval of Blank Purchase Order for Tire Purchases from Texas Commercial Tire for Fleet Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing a blanket purchase order for tires to Texas Commercial Tire in the amount of $100,000.00 pursuant to BuyBoard contract #636-21.

Background

To facilitate ease and speed of ordering tires for Williamson County fleet vehicles, a blanket purchase order is recommended for Texas Commercial Tire. The Fleet Services Department will utilize this purchase order on as as-needed basis throughout the year. This expenditure will be charged to 01.0882.0882.003525. Funding is authorized in the FY24 budget for these purchases. Department contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/11/2023 04:04 PM
County Judge Exec Asst.	Becky Pruitt	10/12/2023 08:25 AM
Form Started By: Misty Brooks		Started On: 10/05/2023 03:59 PM
Final Approval Date: 10/12/2023		

Commissioners Court - Regular Session **47.**

Meeting Date: 10/17/2023

Department of Infrastructure Road & Bridge Division Career Ladders

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a career ladder for the Department of Infrastructure.

Background

Career ladders are attached for review.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Road & Bridge Division Career Ladders

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/09/2023 02:13 PM
Form Started By: Vicky Edwards		Started On: 10/06/2023 03:59 PM
Final Approval Date: 10/09/2023		

Department of Infrastructure Road & Bridge Division

Career Ladder	Titles	Grade	Criteria
Field Operations	Operator I	19	HS diploma or equivalent. One year experience in crew specific tasks and the operation of related equipment. Working knowledge of specific job-related technology.
	Operator II	21	HS diploma or equivalent. Class A CDL with Hazardous Materials and Tanker Endorsements. First Aid and CPR. Two years of related work experience. Successfully performs all duties of Williamson County Operator I. Working knowledge of specific job related technology. Basic knowledge of roadway and ROW maintenance and crew specific skills. Basic knowledge of the operation of 6 and 12 yard dump trucks, backhoes, loaders, and compactors, basic knowledge of the TMUTCD.
	Operator III	23	HS diploma or equivalent. Class A CDL with Hazardous Materials and Tanker Endorsements. First Aid and CPR. Four years of related work experience. Successfully performs all duties of Williamson County Operator II. Working knowledge of specific job related technology. Thorough knowledge of roadway and ROW maintenance and crew specific skills. Thorough knowledge of the operation of Operator II level equipment, along with live bottom trailers, chip spreaders, bulldozers, bucket trucks, vacuum brooms, and excavators. Thorough knowledge of the asphalt injection process for roadway stabilization. Thorough knowledge of the TMUTCD.
	Operator IV	25	HS diploma or equivalent. Class A CDL with Hazardous Materials and Tanker Endorsements. First Aid and CPR. Six years of related work experience. Successfully performs all duties of Williamson County Operator III. Working knowledge of specific job related technology. Expert knowledge of roadway and ROW maintenance and crew specific skills. Expert knowledge of the Operator III level equipment, along with road recyclers, blades, rollers, and vacuum brooms. Thorough knowledge of the asphalt injection process for roadway stabilization. Expert knowledge of the TMUTCD.
	Safety and Training Coordinator I	28	BS degree and three years of safety program implementation and administration experience or an equivalent combination of education and experience. One year of demonstrated lead or supervisory experience. Knowledge of occupational hazards, safety equipment and practices. Knowledge of MS Office Suite and construction project management systems.
	Safety and Training Coordinator II	30	BS degree and five years of safety program implementation and administration experience or an equivalent combination of education and experience. Two years of demonstrated lead or supervisory experience. Knowledge of occupational hazards, safety equipment and practices. Knowledge of MS Office Suite and construction project management systems.
Administrative	Administrative Specialist III	20	HS diploma and three years of general clerical experience including technical application processing. Prior experience with permitting distribution, cash handling and customer service. Proficient in MS Office Suite.
	Administrative Specialist IV	21	HS diploma and four years of general clerical experience including technical application processing. Prior experience with permitting distribution, cash handling and customer service. Proficient in MS Office Suite.
	Office Administrator	25	HS diploma and three years of office management or administration experience including accounts payable/receivable experience or an equivalent combination of education and experience. Knowledge of budget and accounting practices. Proficient in MS Office Suite and financial tracking systems.

Department of Infrastructure Road & Bridge Division

Career Ladder	Titles	Grade	Criteria
Engineering	Engineer Associate I	29	BS degree in Civil Engineering or related field.
	Engineer Associate II	30	BS degree in Civil Engineering or related field. EIT (Engineer in Training) Certification.
	Engineer I	32	P.E. (Professional Engineer) Licensure. BS degree in Civil Engineering or related field. Knowledge of MS Office Suite and engineering development systems and software.
	Engineer II	34	P.E. (Professional Engineer) Licensure. BS degree in Civil Engineering or related field. Two years roadway geometric and drainage design experience. Knowledge of MS Office Suite and engineering development systems and software.
	Engineer III	36	P.E. (Professional Engineer) Licensure. BS degree in Civil Engineering or related field. Six years roadway geometric and drainage design experience. Knowledge of MS Office Suite and engineering development systems and software.
	Senior Engineer	38	P.E. (Professional Engineer) Licensure. BS degree in Civil Engineering or related field. Eight years roadway geometric and drainage design experience. Knowledge of MS Office Suite and engineering development systems and software.
	Sr Technical Engineer	40	P.E. (Professional Engineer) Licensure. BS degree in Civil Engineering or related field. Ten years experience planning, design and construction of roadway, drainage, environmental or land development projects. Four years of demonstrated lead or supervisory experience.

Department of Infrastructure Road & Bridge Division

Career Ladder	Titles	Grade	Criteria
Planning	Planner I	26	BS degree in Planning, Geography, Engineering or related field or an equal combination of education and experience. Knowledge of ArcGIS software and MS Office Suite.
	Planner II	28	BS degree in Planning, Geography, Engineering or related field and three years of planning experience including GIS and transportation planning experience or an equivalent combination of education and experience. Knowledge of ArcGIS software and MS Office Suite.
	Planner III	30	BS degree in Planning, Geography, Engineering or related field and five years of planning experience including GIS and transportation planning experience or an equivalent combination of education and experience. Knowledge of ArcGIS software and MS Office Suite. Three years of subdivision and land development experience.
	Senior Planner	32	BS degree in Planning, Geography, Engineering or related field and eight years of planning experience including GIS and transportation planning experience or an equivalent combination of education and experience. Knowledge of ArcGIS software and MS Office Suite. Five years of subdivision and land development experience. Good oral and written communication skills.
	Sr Technical Planner	34	BS degree in Planning, Geography, Engineering or related field and ten years of planning experience including GIS and transportation planning experience or an equivalent combination of education and experience. Two years of demonstrated lead or supervisory experience. Knowledge of ArcGIS software and MS Office Suite. Five years of subdivision and land development experience.
Inspection	Inspector I	24	HS diploma or equivalent. Two years of related experience in a construction capacity. Knowledge of construction materials, including construction materials sampling and testing. Knowledge of MS Office Suite and construction material tracking applications.
	Inspector II	26	HS diploma or equivalent. Three years of experience in construction roadway including one year of inspection experience. Knowledge of construction materials, sampling and testing. Knowledge of MS Office Suite and construction material tracking applications.
	Inspector III	28	HS diploma or equivalent. Four years of experience in construction roadway including two years of inspection experience. Superior knowledge of construction materials, sampling and testing. Superior knowledge of MS Office Suite and construction material tracking applications.

Commissioners Court - Regular Session **48.**

Meeting Date: 10/17/2023

Receive the October 2023 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the October 2023 Construction Summary Report and PowerPoint Presentation

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October 2023 Construction Summary Report

October 2023 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 11:51 AM
Form Started By: Marie Walters		Started On: 10/12/2023 10:39 AM
Final Approval Date: 10/12/2023		

ROAD BOND PROGRAM

Construction Summary Report

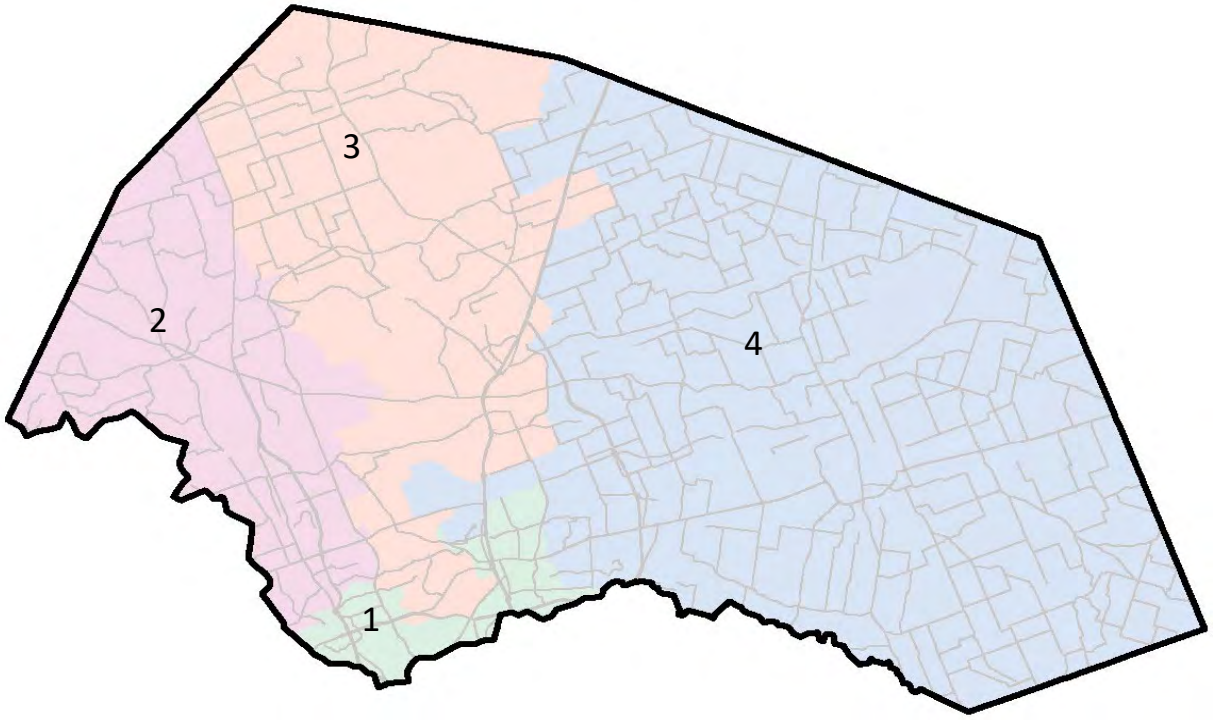
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

September 2023

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Volume XXIII - Issue No.9



Presented By: HNTB

Table of Contents



Completed Projects 1

PRECINCT No. 1 – Commissioner Terry Cook 5

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive) 8

PRECINCT No. 2 – Commissioner Cynthia Long 10

CR 258 Extension (US 183 to Sunset Ridge Drive) 13

Ronald Reagan at Elizabeth Park Tempoary Signals 15

PRECINCT No. 3 – Commissioner Valerie Covey 16

Great Oaks Drive Bridge at Brushy Creek 19

CR 111 Westinghouse Road 21

Southwest Bypass Extension 24

CR 245 Reconstruction 25

Corridor H/Sam Bass Road 27

PRECINCT No. 4 – Commissioner Russ Boles 29

East Wilco Highway (Southeast Loop Segment 1, Phase 1) 32

CR 401 Reconstruction 33

Samsung Highway (Future County Road) (CR 404 to FM 973) 34

East Wilco Highway (FM 3349 at US 79 (FM 3349 from US to CR 404)) 35

CR 366 (Chandler Road to Carlos G. Parker Boulevard) 37

Bud Stockton Extension (CR 305 to FM 487) 39

CR 404 at FM 973 Improvements 40

CR 307 and CR 305 (CR 307 North of CR 305) 41

Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404) 42

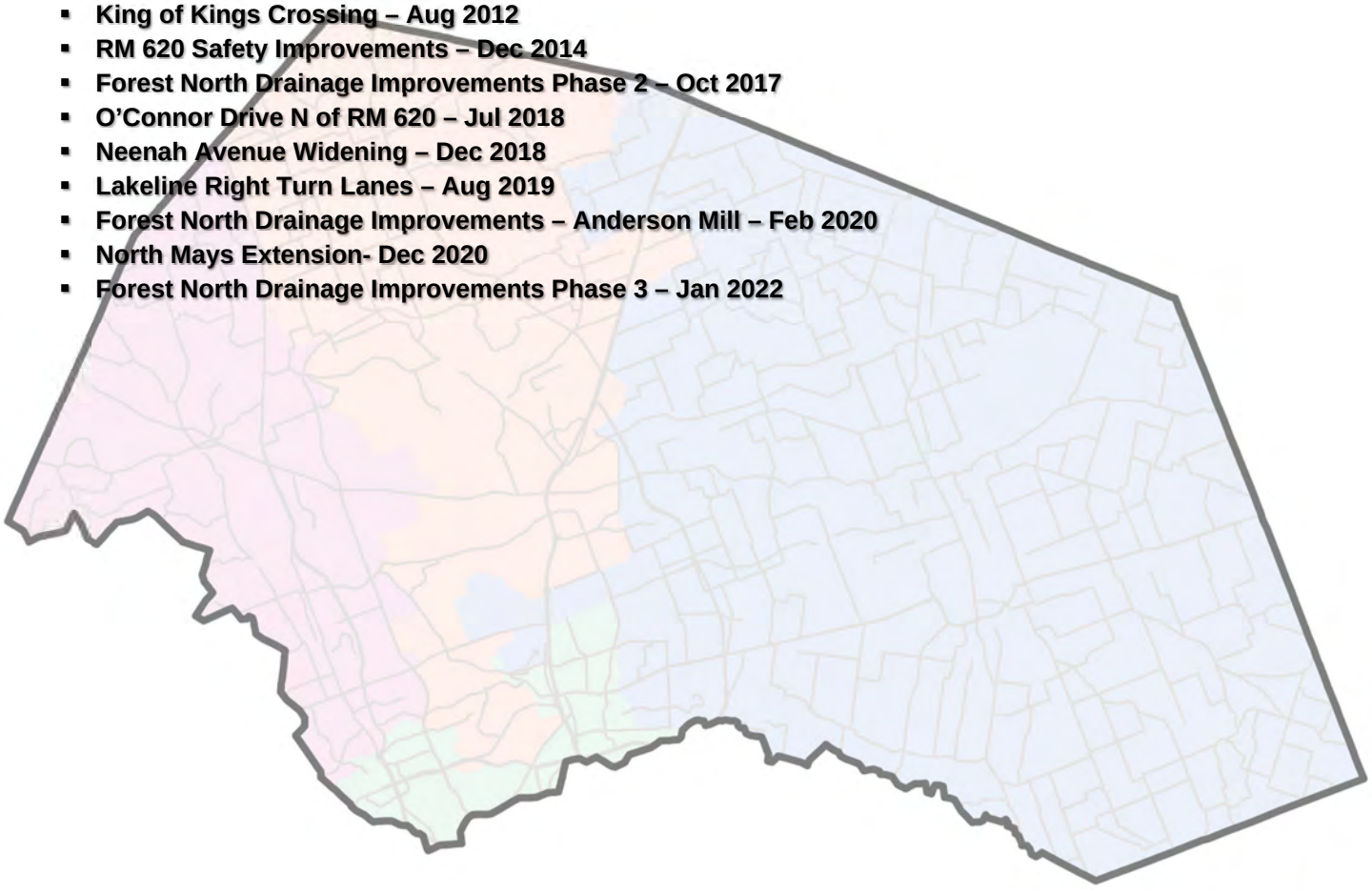
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 1

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



WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 2

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



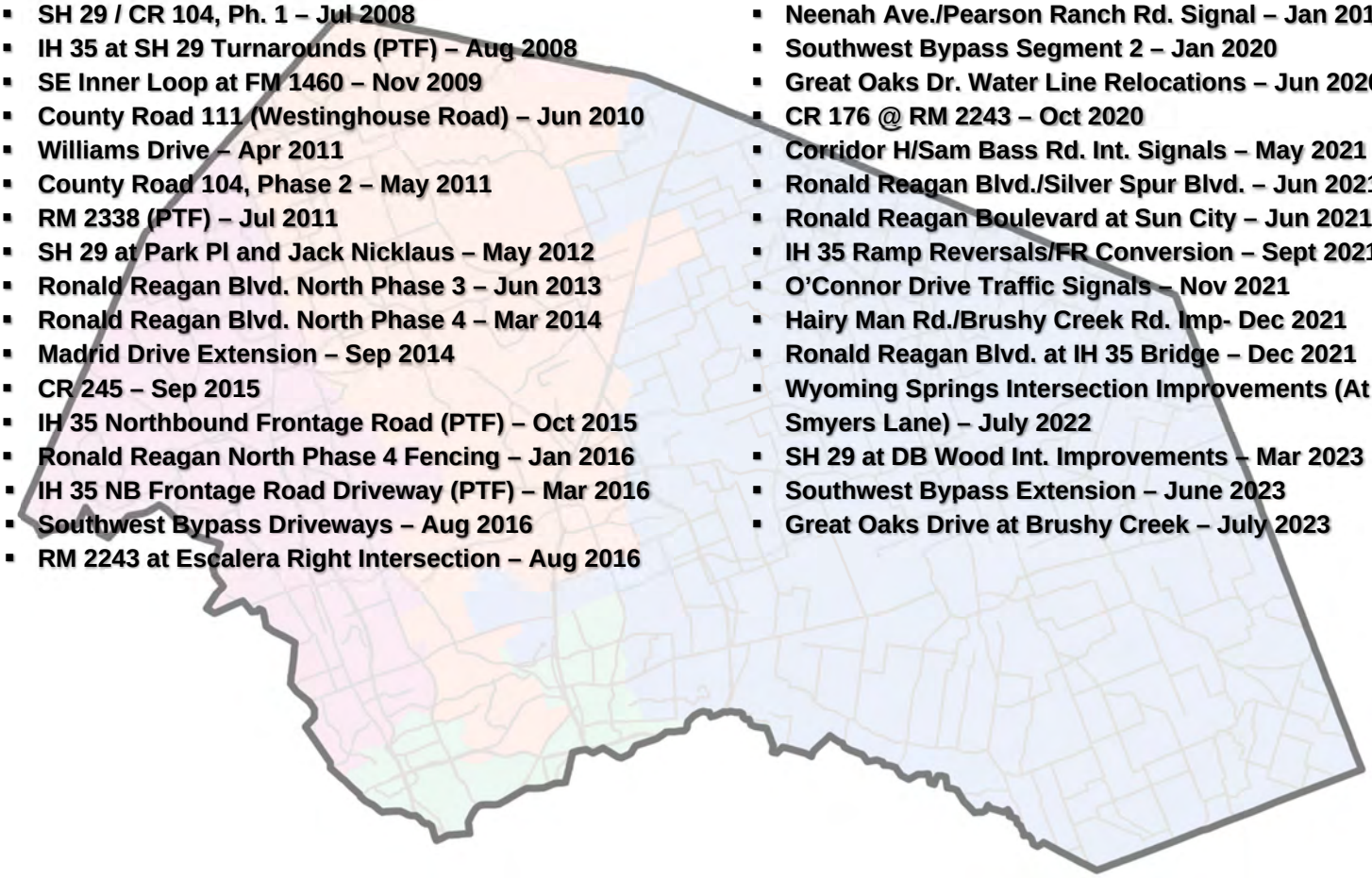
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 3

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



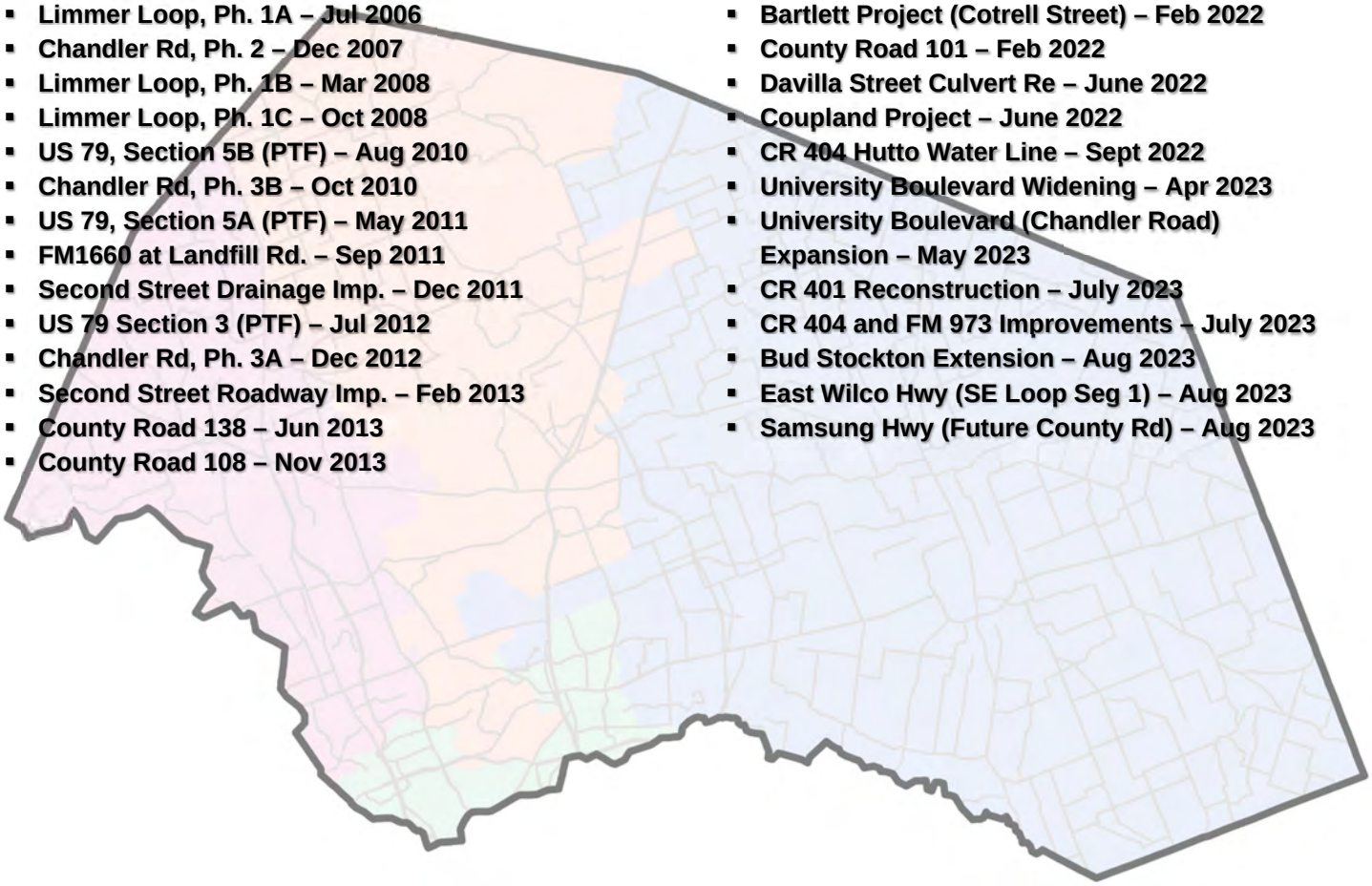
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

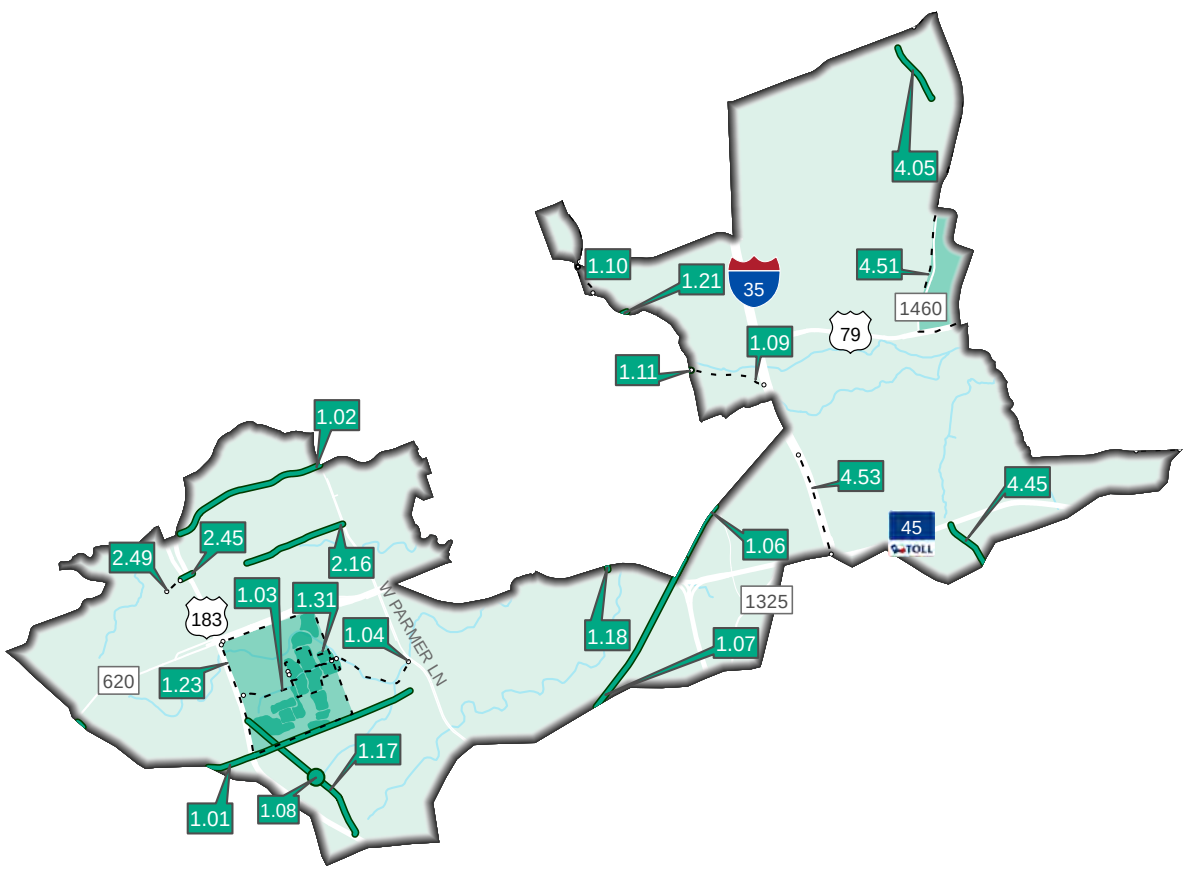
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2023

Precinct 4

- **Bridge RPLs (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge RPL – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Imp. – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Imp. – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail– Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **CR Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Re – June 2022**
- **Coupland Project – June 2022**
- **CR 404 Hutto Water Line – Sept 2022**
- **University Boulevard Widening – Apr 2023**
- **University Boulevard (Chandler Road) Expansion – May 2023**
- **CR 401 Reconstruction – July 2023**
- **CR 404 and FM 973 Improvements – July 2023**
- **Bud Stockton Extension – Aug 2023**
- **East Wilco Hwy (SE Loop Seg 1) – Aug 2023**
- **Samsung Hwy (Future County Rd) – Aug 2023**



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



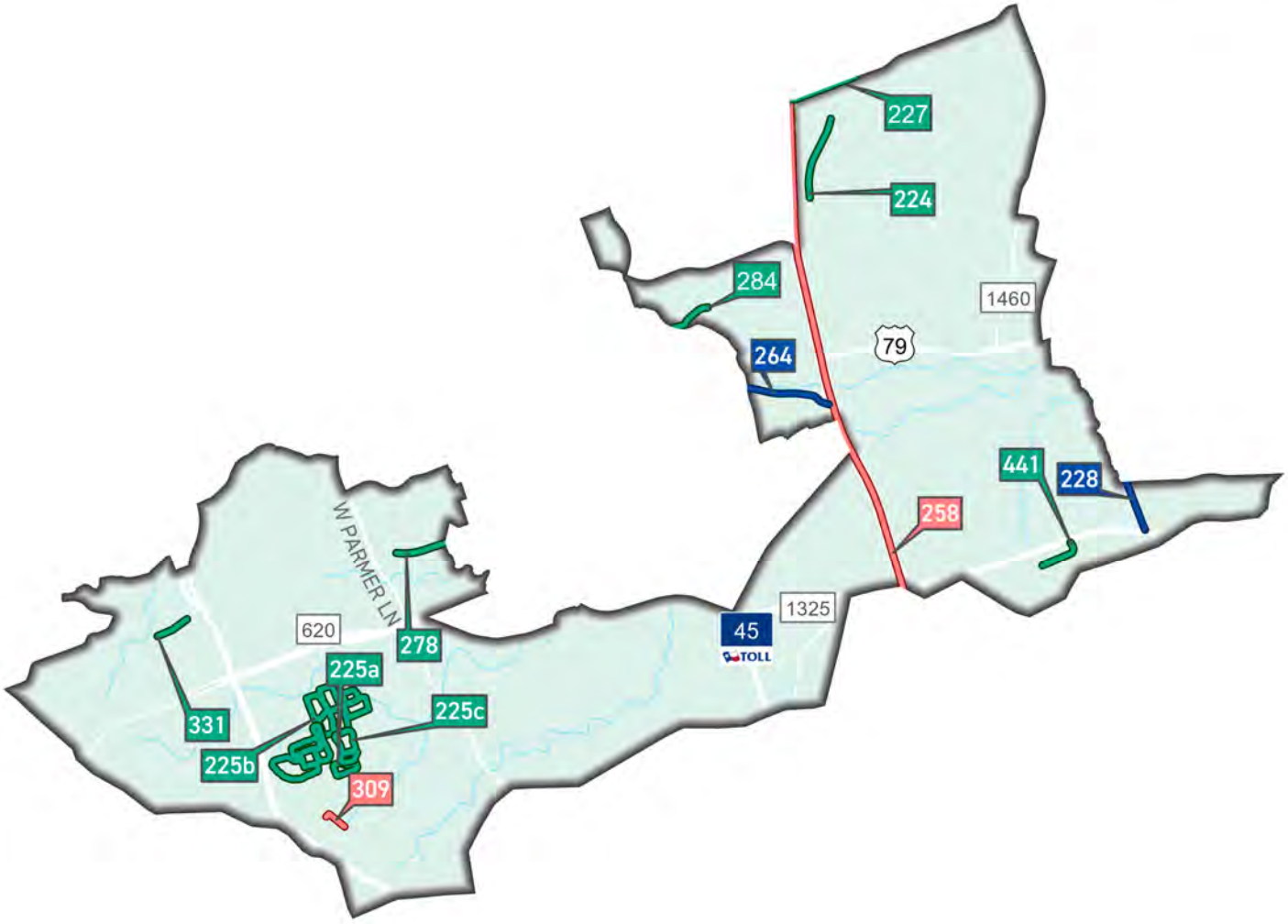
Completed/Open to Traffc

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1 ----
1.04 Lake Creek Drainage - Phase 2 ----
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility ----
1.10 Wyoming Springs North ----
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes ----
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis ----

---- Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

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

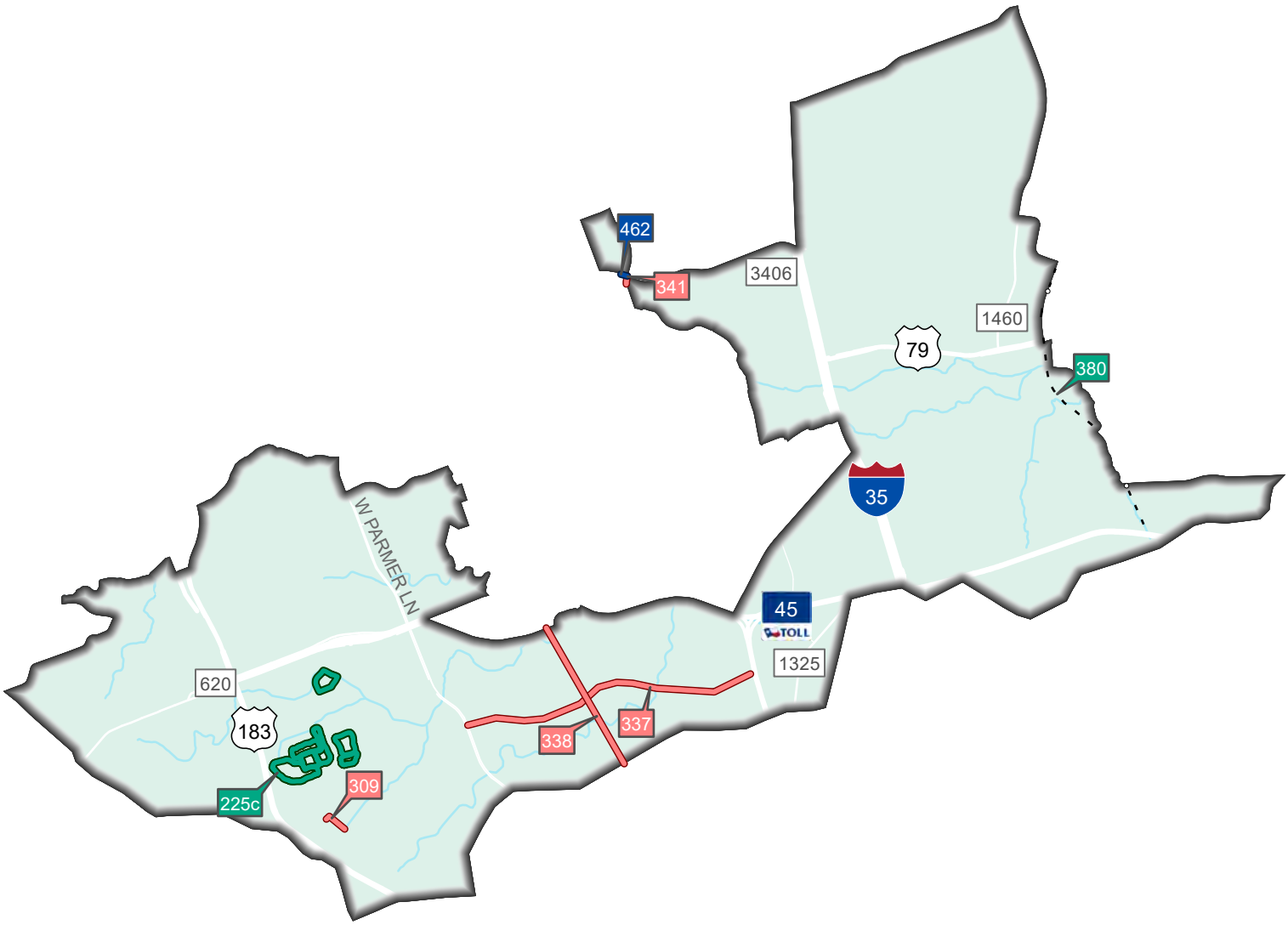
Under Construction/Bidding

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

Completed/Open to Traffic

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

2019 ROAD BOND PROGRAM PROJECTS
Precinct 1 - Commissioner Cook



In Design

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

Under Construction/Bidding

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

Completed/Open to Traffic

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

Study

Project Name: North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265 Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689

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

9/30/2023 Comments - Scheduling a meeting with the City of Round Rock to conduct the final walk through.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$0.00

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

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

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

Change Order Number	Approved	Cost This CO	Total COs
03	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
04	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Change Order Number	Approved	Cost This CO	Total COs
05	2/23/2021	$194,528.81	$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

Change Order Number	Approved	Cost This CO	Total COs
6	3/23/2021	$364,733.96	$ 673,035.73

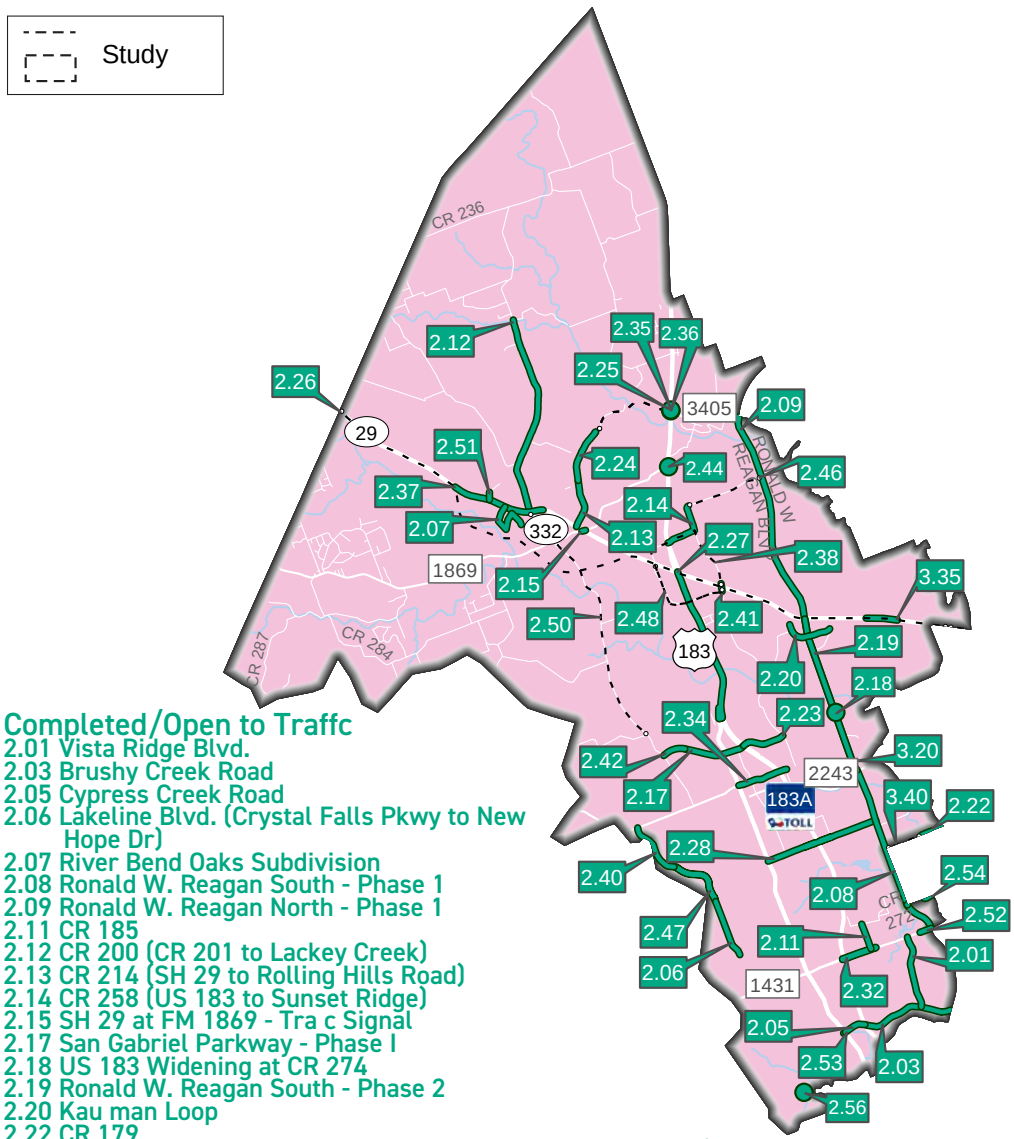
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
7	4/12/2022	$302,109.20	$ 975,144.93

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

Adjusted Price = $11,750,980.68

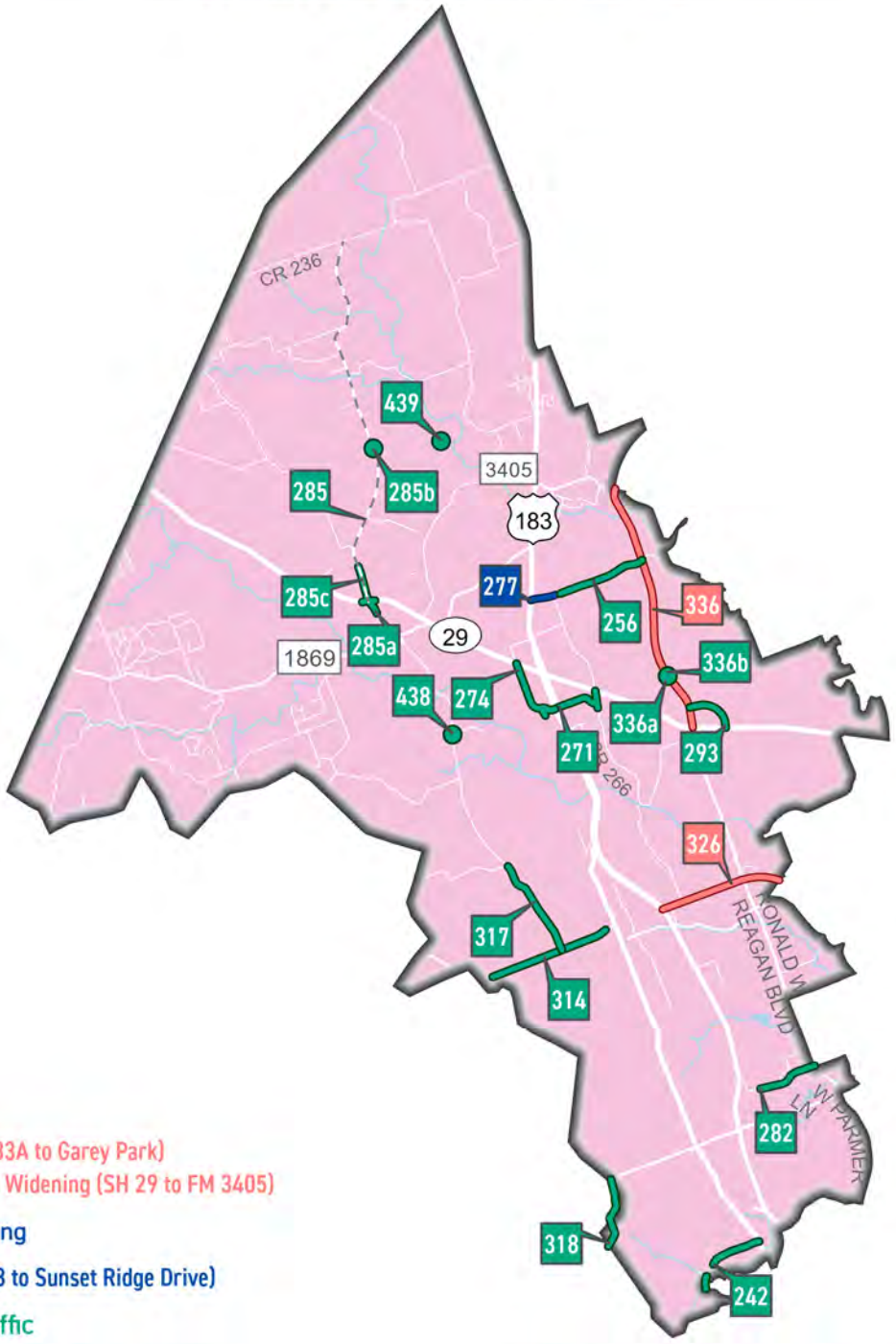
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffc
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Tra c Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic ----
2.26 SH 29 Improvements and Schematic ----
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Tra c Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements ----
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ----
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) ----
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ----
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

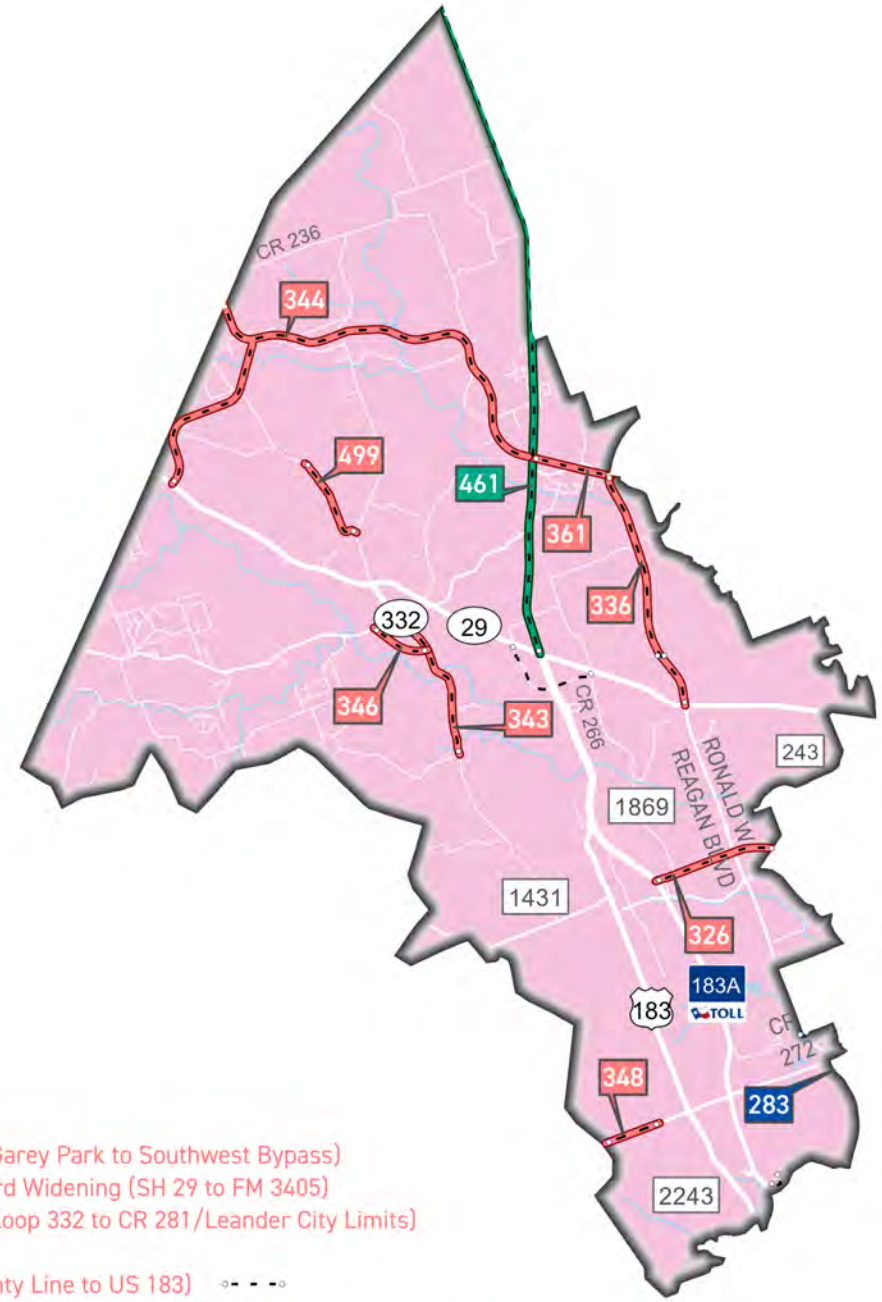
277 CR 258 Extension (US 183 to Sunset Ridge Drive)

Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road /CR 279 (Loop 332 to CR 281/Leander City Limits) to Sam Bass Road)
344 Corridor I2 (Burnet County Line to US 183)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
499 CR 201 (CR 200 to Umbrella Sky)

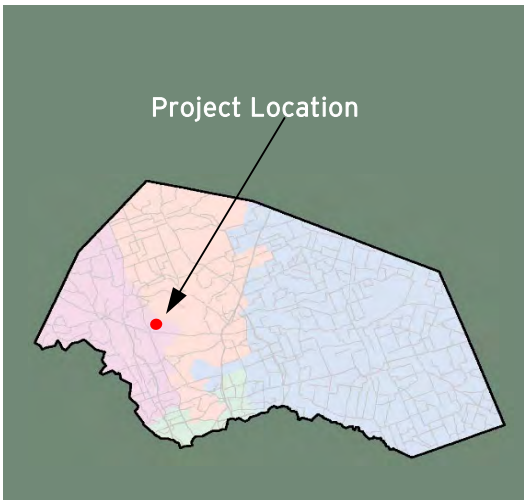
Under Construction/Bidding

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)

Completed/Open to Traffic

461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)





CR 258 Extension
(US 183 to Sunset Ridge Drive)

Project Length: 0.526 Miles
Roadway Classification: Major Collector

Project Schedule: October 2022 - Early 2024
Estimated Construction Cost: $6.7 Million



OCTOBER 2023 IN REVIEW

9/1/2023: Joe Bland Construction (JBC) is pre-excavating the ditch for the waterline that was added with the LHISD change order.

9/8/2023: JBC began potholing the three pipelines in the ditch line, along southbound CR 258. Subcontractor BMP hydro-mulched and placed soil retention blankets throughout the project.

9/15/2023: No work performed this week.

9/22/2023: No work performed this week.

9/29/2023: JBC installed two 12" gate valves at the water line C pipe and began testing. JBC began embankment at the turn lane widening for the Liberty Hill School District. The contractor continued grading, forming, and pouring concrete riprap in the west ditch along southbound CR 258.



Design Engineer: American Structurepoint
Contractor: Joe Bland Construction
Construction Observation: Bruce Thurin, HNTB

Williamson County Road Bond Program

Project Name: CR 258 Extension
Project No. 22IFB141

Original Contract Price = $5,836,754.36

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
9/14/2022	9/27/2022	11/28/2022	12/8/2022				395	-29	366

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	11/1/2022	11/30/2022	0	$47,590.20	$47,590.20	$5,287.80	$5,287.80	1	0
2	12/1/2022	1/31/2023	55	$536,565.20	$584,155.40	$59,618.36	$64,906.16	10	15
3	2/1/2023	2/28/2023	28	$463,314.38	$1,047,469.78	$51,479.37	$116,385.53	17	23
4	3/1/2023	3/31/2023	31	$354,614.85	$1,402,084.63	$39,401.65	$155,787.18	23	31
5	4/1/2023	4/30/2023	30	$455,839.20	$1,857,923.83	$50,648.80	$206,435.98	31	39
6	5/1/2023	5/31/2023	31	$1,166,374.04	$3,024,297.87	$129,597.12	$336,033.10	50	48
7	6/1/2023	6/30/2023	30	$1,003,480.88	$4,027,778.75	-$124,044.74	$211,988.36	64	56
8	7/1/2023	7/31/2023	31	$614,801.35	$4,642,580.10	$32,357.96	$244,346.32	73	64
9	8/1/2023	8/31/2023	31	$170,332.60	$4,812,912.70	$8,964.87	$253,311.19	76	73
10	9/1/2023	9/30/2023	30	$192,986.82	$5,005,899.52	$10,157.21	$263,468.40	79	81

9/30/2023 Comments- Contractor completed the relocation of the City of Georgetown water line and concrete rip rap. The Contractor continued placing embankment for the turn lane widening for the Liberty Hill ISD.

Change Order Number	Approved	Cost This CO	Total COs
01	11/11/2022	$ -	$ -

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
02	11/22/2022	$ 422,565.69	$ 422,565.69

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

Change Order Number	Approved	Cost This CO	Total COs
03	6/6/2023	22,263.50	444,829.19

4D. Third Party Accommodation. Other. This Change Order compensates the Contractor for additional work to install sleeves for future utilities across CR 258 and Questa Trail. The payment will be split between the Developer and Williamson County. This method of payment was agreed on between the Developer and Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
04	8/1/2023	-153,292.00	291,537.19

5A. Contractor exercises option to change the traffic control plan. This Change Order removes the unnecessary traffic control and construction items from the Contract, per the agreement to completely close existing CR 258 for the duration of Summer. This Change Order also revises the Disincentive dollar amount in the Project Construction Manual to $1,250/day. 1B. Design Error or Omission. This Change Order also revises the Unit of Measure for the asphalt items that were added in Change Order #2.

Change Order Number	Approved	Cost This CO	Total COs
05	9/14/2023	539,623.96	831,161.15

4B.Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for widening the eastbound pavement, adding a right turn lane/driveway into Liberty Hill's proposed High School, and relocating an existing water line out from under the new Liberty Hill High School driveway. LHISD will reimburse the County 100%.

Adjusted Price = $6,667,915.51

Project Name: Ronald Reagan at Elizabeth Park Temporary Signals
Project No. 23IFB21

Original Contract Price = $216,902.22

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/7/2023	2/28/2023	4/7/2023	4/17/2023	7/6/2023			135		135

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	14	$30,069.40	$30,069.40	$3,341.04	$3,341.04	14	10
2	5/1/2023	5/31/2023	31	$64,940.18	$95,009.58	$7,215.58	$10,556.62	43	33
3	6/1/2023	6/30/2023	30	$86,210.24	$181,219.82	-$1,018.73	$9,537.89	78	56
4	7/1/2023	7/31/2023	6	$12,277.51	$193,497.33	-$5,588.96	$3,948.93	81	60

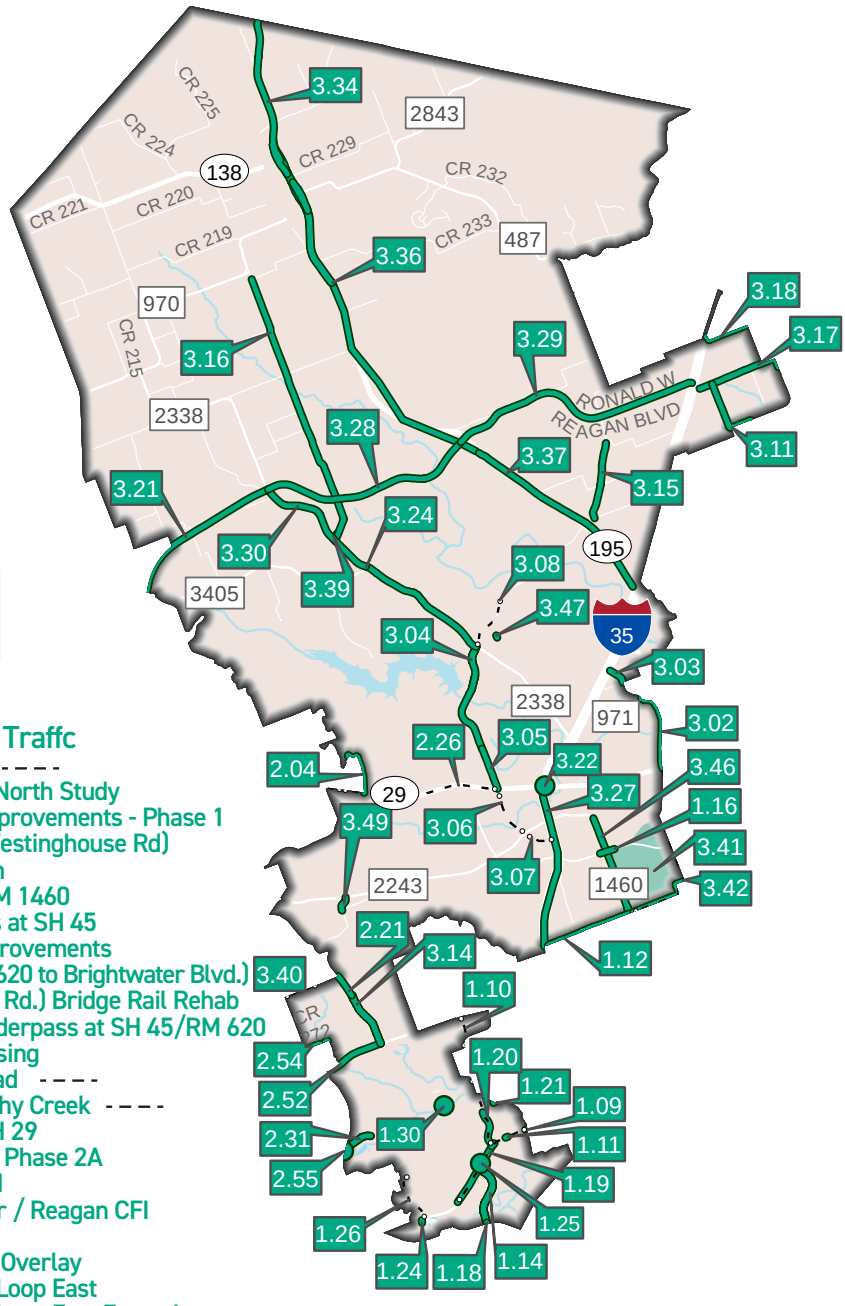
9/30/2023 Comments - Contractor is waiting for delivery of the permanent signal controller.

Change Order Number	Approved	Cost This CO	Total COs
01	5/24/2023	$28,245.75	$ 28,245.75

2. Unadjusted utility (unforeseeable). 2G. Other: This Change Order will add and remove items from the project due to unforeseen changes in field conditions. The project conditions have been altered since the initial design and this Change Order will correct these issues. This Change order will also compensate the contractor for installing a temporary controller so that the signal can be activated immediately rather than waiting on the permanent controller which has a long lead-time for delivery.

Adjusted Price = $245,147.97

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



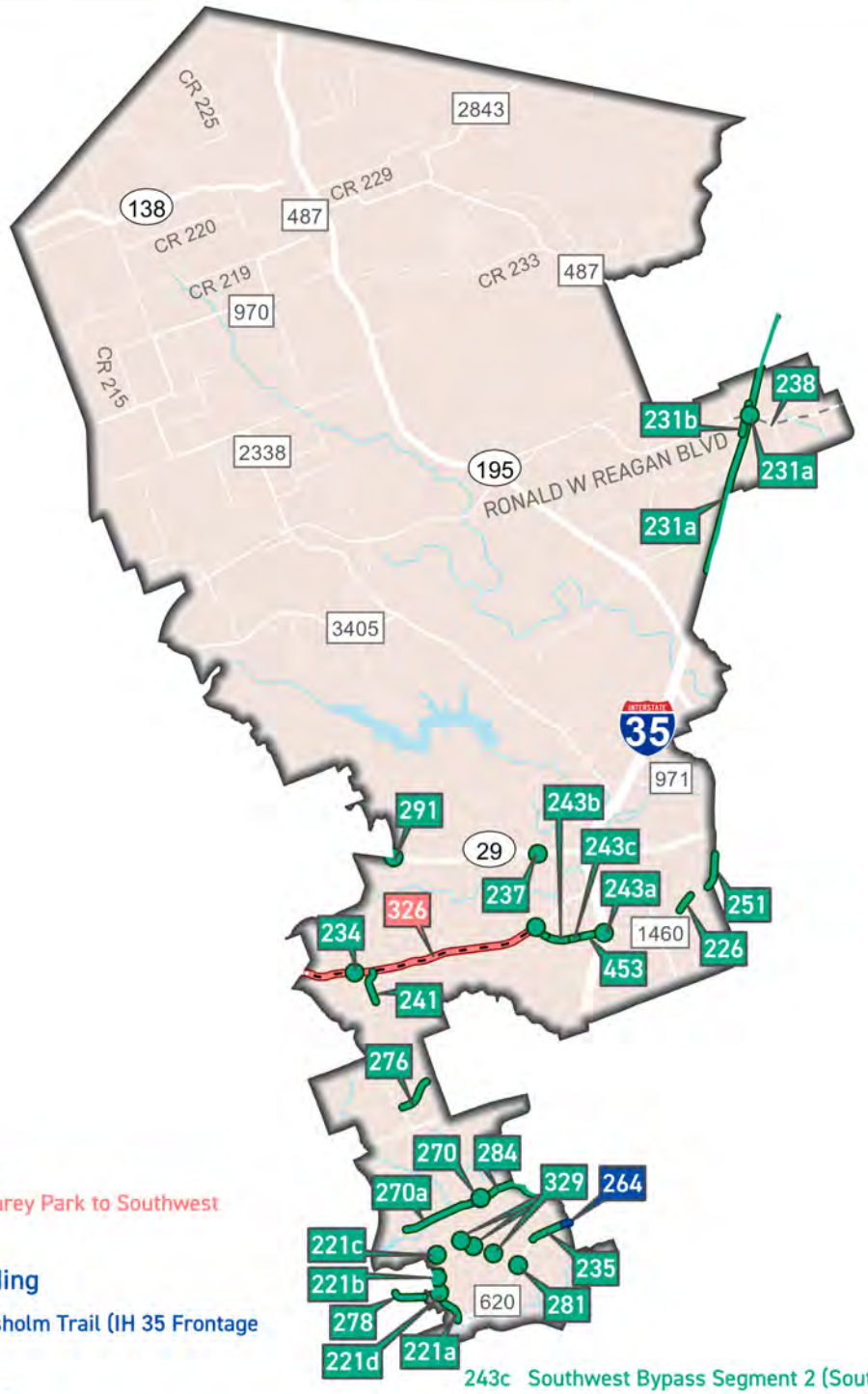
Study

Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)

Under Construction/Bidding

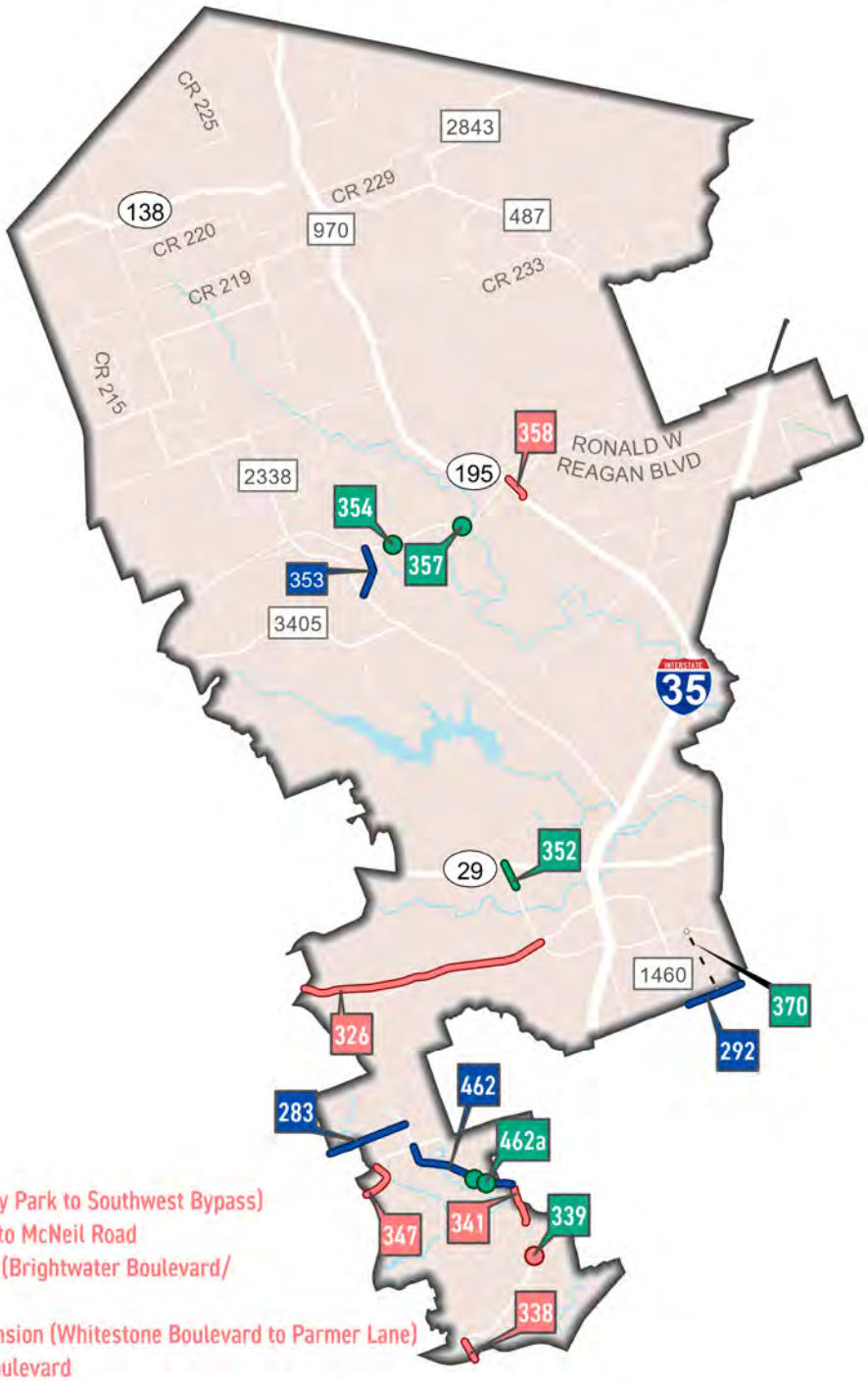
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
270 Great Oaks Drive Bridge at Brushy Creek
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard

Under Construction/Bidding

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
292 CR 111/CR 105 Westinghouse (FM 1460 to SH 130)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

339 Wyoming Springs Intersection Improvements (At Smyers Lane)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

Project Name: Great Oaks Drive Improvements at Brushy Creek
Project No. T4327 Original Contract Price = $10,580,634.11

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/30/2021	8/3/2021	9/3/2021	9/13/2021	7/12/2023			585		585

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/13/2021	9/30/2021	18	$299,881.08	$299,881.08	$33,320.12	$33,320.12	3	3
2	10/1/2021	10/31/2021	31	$305,937.90	$605,818.98	$33,993.10	$67,313.22	6	8
3	11/1/2021	11/30/2021	30	$353,916.66	$959,735.64	$39,324.07	$106,637.29	10	14
4	12/1/2021	12/31/2021	31	$323,378.73	$1,283,114.37	$35,930.97	$142,568.26	13	19
5	1/1/2022	1/31/2022	31	$388,799.66	$1,671,914.03	$43,199.97	$185,768.23	17	24
6	2/1/2022	2/28/2022	28	$496,378.98	$2,168,293.01	$55,153.22	$240,921.45	22	29
7	3/1/2022	3/31/2022	31	$243,581.01	$2,411,874.02	$27,064.55	$267,986.00	25	34
8	4/1/2022	4/30/2022	30	$232,084.08	$2,643,958.10	$25,787.13	$293,773.13	27	39
9	5/1/2022	5/31/2022	31	$754,642.60	$3,398,600.70	$83,849.18	$377,622.31	35	45
10	6/1/2022	6/30/2022	30	$340,143.43	$3,738,744.13	$37,793.71	$415,416.02	38	50
11	7/1/2022	7/31/2022	31	$475,914.67	$4,214,658.80	$52,879.41	$468,295.43	43	55
12	8/1/2022	8/31/2022	31	$373,966.90	$4,588,625.70	$41,551.87	$509,847.30	47	60
13	9/1/2022	9/30/2022	30	$334,474.19	$4,923,099.89	$37,163.80	$547,011.10	50	65
14	10/1/2022	10/31/2022	31	$596,227.60	$5,519,327.49	$66,247.51	$613,258.61	56	71
15	11/1/2022	11/30/2022	30	$150,522.30	$5,669,849.79	$16,724.70	$629,983.31	58	76
16	12/1/2022	12/31/2022	31	$210,284.10	$5,880,133.89	$23,364.90	$653,348.21	60	81
17	1/1/2023	1/31/2023	31	$487,668.38	$6,367,802.27	$54,185.38	$707,533.59	65	86
18	2/1/2023	2/28/2023	28	$319,021.56	$6,686,823.83	$35,446.84	$742,980.43	68	91
19	3/1/2023	3/31/2023	31	$481,061.68	$7,167,885.51	$53,451.29	$796,431.72	73	97
20	4/1/2023	4/30/2023	30	$1,102,824.63	$8,270,710.14	-$361,131.19	$435,300.53	80	102
21	5/1/2023	5/31/2023	31	$398,266.76	$8,668,976.90	$20,961.41	$456,261.94	84	107
22	6/1/2023	6/30/2023	30	$713,888.01	$9,382,864.91	$37,573.06	$493,835.00	91	112
23	7/1/2023	7/31/2023	12	$518,248.40	$9,901,113.31	$27,276.23	$27,276.23	96	114
24	8/1/2023	8/31/2023	0	$85,268.20	$9,986,381.51	$4,487.80	$4,487.80	97	114

9/30/2023 Comments - Contractor is waiting for materials to install additional signs.

Change Order Number	Approved	Cost This CO	Total COs
01	3/29/2022	$ 29,487.96	$ 29,487.96

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2022	$ 100,234.16	$ 129,722.12

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

Change Order Number	Approved	Cost This CO	Total COs
03	3/2/2023	27,926.96	157,649.08

1A: Incorrect PS&E. This Change Order adds items to pay for traffic rail Junction Boxes, a 36' tall traffic signal pole, an Electric Service TY A, a Guardrail End Treatment, and Removable Work Zone Pavement Markings. These items of work were not properly addressed in the project plan set.

Change Order Number	Approved	Cost This CO	Total COs
04	3/2/2023	11,820.42	169,469.50

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds a pay item for additional pavement widening to improve the turning radius at the south end of the existing Great Oaks bridge over Brushy Creek.

Change Order Number	Approved	Cost This CO	Total COs
05	3/22/2023	2,831.80	172,301.30

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds an item to pay for additional signs needed at the Oak Ridge Drive and Great Oaks Drive intersection during Phase 3 construction. This Change Order also adds an item to pay for water valves to be adjusted on the southwest corner of the existing Great Oaks Drive and Brushy Creek Road intersection.

Change Order Number	Approved	Cost This CO	Total COs
06	7/11/2023	65,607.52	237,908.82

2G. Miscellaneous difference in site conditions. Unadjusted utility (unforeseeable). This Change Order adds an item to pay for the redesigned Panel 7 at Wall 1A due to BCMUD water line elevations differing from that shown in the plans. This Change Order also adds an item to pay for the reinforcing steel previously ordered and delivered to the project for the original design of Panel 7 at Wall 1A. In addition, this Change Order reduces the original item 423-6005 RETAINING WALL (SPREAD FOOTING) due to this change.

Change Order Number	Approved	Cost This CO	Total COs
07	7/11/2023	9,735.71	247,644.53

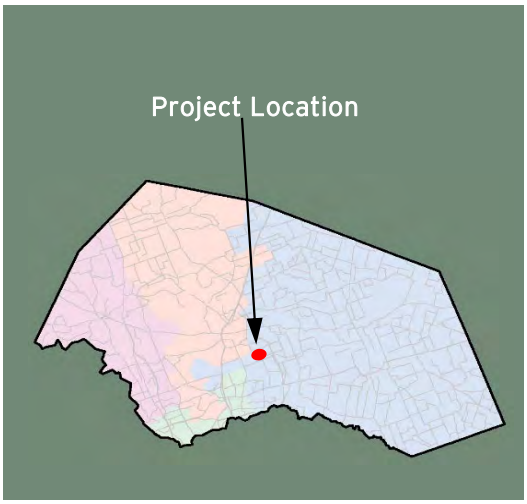
1A. Design Error or Omission. Incorrect PS&E: This Change Order adds a new pay item to reimburse the contractor for replacing a mis-sized traffic signal pole (Pole #7), due to incorrect height in the plans. The contractor ordered and received the traffic signal pole prior to the error being found. The contractor has delivered the mis-sized pole to the Williamson County Maintenance yard.

Change Order Number	Approved	Cost This CO	Total COs
08	9/14/2023	30,351.08	277,995.61

1A. Design Error or Omission. Incorrect PS&E: This Change Order adds new pay items to reimburse the contractor for street signs and pavement markings that were not shown in the plans. This Change Order also adds an item for a clearance sign that was shown in the plans but had no pay item to pay for the work. In addition, this Change Order adds a pay item to reimburse the contractor for ground boxes not installed.

Adjusted Price = $10,858,629.72





CR 111 Westinghouse Road
(FM 1460 to SH 130 and CR 110 North to CR 111)

Project Length: 4.633 Miles
Roadway Classification: Rural Collector

Project Schedule: January 2022 - Spring 2024
Estimated Construction Cost: $22.2 Million



OCTOBER 2023 IN REVIEW

9/1/2023: Capital Excavation pressure tested the 12-inch waterline east of FM 1460. Flasher placed new work zone pavement markings on CR 110, and CR 111 from east of Rock Ride to the west of Jacobs Way.

9/8/2023: Capital placed topsoil along northern ditch line at east end of project. Subcontractor ESSI placed erosion control blankets and drill seeded.

9/15/2023: Capital excavated ditch line and placed topsoil along northern ditch line at Jacobs way to CR 105 Spur. Subcontractor ESSI placed erosion control blankets and drill seeded east end of project by Higgs Road.

9/22/2023: Capital placed drainage pipe east of FM 1460. Capital milled at the crossover to new section east of Gateway School and Texas Materials paved asphalt at the detour for the CR 110 and CR 105 intersection.

9/29/2023: Capital continued placing drainage pipes and curb inlets east of FM 1460. The contractor began removing existing headwalls and corrugated metal pipe at the CR 110 intersection.



Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB

Williamson County
Road Bond Program

Project Name: CR 111 Westinghouse Road
Project No. 22IFB39 Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022				700		700

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2022	2/28/2022	28	$142,149.86	$142,149.86	$15,794.43	$15,794.43	1	4
2	3/1/2022	3/31/2022	31	$1,624,724.26	$1,766,874.12	$180,524.92	$196,319.35	9	8
3	4/1/2022	4/30/2022	30	$1,286,121.32	$3,052,995.44	$142,902.37	$339,221.72	15	13
4	5/1/2022	5/31/2022	31	$1,110,146.62	$4,163,142.06	$123,349.64	$462,571.36	21	17
5	6/1/2022	6/30/2022	30	$482,208.08	$4,645,350.14	$53,578.66	$516,150.02	23	21
6	7/1/2022	7/31/2022	31	$787,719.86	$5,433,070.00	$87,524.44	$603,674.46	27	26
7	8/1/2022	8/31/2022	31	$822,906.88	$6,255,976.88	$91,434.10	$695,108.56	31	30
8	9/1/2022	9/30/2022	30	$1,707,686.45	$7,963,663.33	$189,742.92	$884,851.48	40	35
9	10/1/2022	10/31/2022	31	$1,107,286.40	$9,070,949.73	$123,031.82	$1,007,883.30	45	39
10	11/1/2022	11/30/2022	30	$518,917.48	$9,589,867.21	$57,657.50	$1,065,540.80	48	43
11	12/1/2022	12/31/2022	31	$1,285,779.15	$10,875,646.36	-$493,138.36	$572,402.44	51	48
12	1/1/2023	1/31/2023	31	$620,120.59	$11,495,766.95	$32,637.93	$605,040.37	54	52
13	2/1/2023	2/28/2023	28	$846,149.01	$12,341,915.96	$44,534.15	$649,574.52	58	56
14	3/1/2023	3/31/2023	31	$639,962.65	$12,981,878.61	$33,682.25	$683,256.77	61	61
15	4/1/2023	4/30/2023	30	$717,084.56	$13,698,963.17	$37,741.29	$720,998.06	65	65
16	5/1/2023	5/31/2023	31	$661,601.87	$14,360,565.04	$34,821.15	$755,819.21	68	69
17	6/1/2023	6/30/2023	30	$591,898.92	$14,952,463.96	$31,152.58	$786,971.79	71	74
18	7/1/2023	7/31/2023	31	$555,320.94	$15,507,784.90	$29,227.41	$816,199.20	73	78
19	8/1/2023	8/31/2023	31	$451,231.96	$15,959,016.86	$23,749.06	$839,948.26	76	82

9/30/2023 Comments - Contractor continued placing rip rap at culverts at several locations and they continued placing base material at the east end of the project and CR 105 spur. The contractor moved traffic to the new intersection of CR 111 and CR 110.

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Change Order Number	Approved	Cost This CO	Total COs
01	5/3/2022	$233,364.00	$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

Change Order Number	Approved	Cost This CO	Total COs
02	5/3/2022	$7,553.84	$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

Change Order Number	Approved	Cost This CO	Total COs
03	7/142022	$20,307.20	$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

Change Order Number	Approved	Cost This CO	Total COs
04	7/13/2022	$454,267.40	$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

Change Order Number	Approved	Cost This CO	Total COs
05	11/22/2022	$41,134.66	$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

Change Order Number	Approved	Cost This CO	Total COs
06	11/22/2022	$24,159.20	$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

Change Order Number	Approved	Cost This CO	Total COs
07	12/14/2022	$28,440.00	$ 809,226.30

1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

Change Order Number	Approved	Cost This CO	Total COs
08	12/14/2022	$276,200.00	$ 1,085,426.30

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

Change Order Number	Approved	Cost This CO	Total COs
09	4/25/2023	$14,282.00	$ 1,099,708.30

1. Design Error or Omission. 1B Other: This Change Order compensates the contractor for relocating the existing service line to tie into the new meter location. The meter was relocated outside of the new ROW per the plans, but the plans did not show a service line connection for the residence back in at this location. Per the ILA, the County must, at its own expense, pay all cost related to the relocation of Jonah's water lines.

Change Order Number	Approved	Cost This CO	Total COs
10	6/6/2023	$39,507.50	$ 1,139,215.80

2E. Differing in Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for removing and replacing the existing concrete driveway at the Valero gas station as well as removing the sidewalk that is in conflict with the proposed roadway widening.

Change Order Number	Approved	Cost This CO	Total COs
11	8/22/2023	81,433.12	$ 1,220,648.92

6 Untimely ROW/Utilities 6C: Utilities Not Clear: This Change Order compensates the contractor for relocating the existing 12-inch City of Georgetown water line that is in conflict with the culvert a Driveway 1. The water line is being relocated between the proposed box culvert and the ROW along the north side of the project.

Adjusted Price = $22,244,981.80

Project Name: Southwest Bypass Extension
Project No. 22IFB110

Original Contract Price = $4,288,543.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/23/2022	7/12/2022	8/18/2022	8/29/2022	6/22/2023			239	37	276

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/29/2022	8/31/2022	3	$77,542.20	$77,542.20	$8,615.80	$8,615.80	2	1
2	9/1/2022	9/30/2022	30	$126,769.50	$204,311.70	$14,085.50	$22,701.30	5	12
3	10/1/2022	10/31/2022	31	$460,653.35	$664,965.05	$51,183.71	$73,885.01	17	23
4	11/1/2022	11/30/2022	30	$148,852.80	$813,817.85	$16,539.20	$90,424.21	21	34
5	12/1/2022	12/31/2022	31	$180,500.40	$994,318.25	$20,055.60	$110,479.81	26	45
6	1/1/2023	1/31/2023	31	$308,200.50	$1,302,518.75	$34,244.50	$144,724.31	34	57
7	2/1/2023	2/28/2023	28	$424,385.10	$1,726,903.85	$47,153.90	$191,878.21	45	67
8	3/1/2023	3/31/2023	31	$778,428.08	$2,505,331.93	-$60,018.63	$131,859.58	61	78
9	4/1/2023	4/30/2023	30	$585,017.55	$3,090,349.48	$30,790.39	$162,649.97	76	89
10	5/1/2023	5/31/2023	31	$109,588.94	$3,199,938.42	$5,767.84	$168,417.81	78	100
11	6/1/2023	6/30/2023	22	$220,158.23	$3,420,096.65	$11,587.28	$180,005.09	84	108
12	7/1/2023	7/31/2023	0	$123,360.35	$3,543,457.00	$6,492.65	$186,497.74	87	108
13	8/1/2023	8/31/2023	0	$139,934.87	$3,683,391.87	$7,364.99	$193,862.73	90	108
14	9/1/2023	9/30/2023	0	$130,311.87	$3,813,703.74	-$116,032.04	$77,830.69	90	108

9/30/2023 Comments - Contractor is waiting for vegetation to grow and materials for additional signs requested by TxDOT.

Change Order Number	Approved	Cost This CO	Total COs
01	7/18/2023	3,440.89	3,440.89

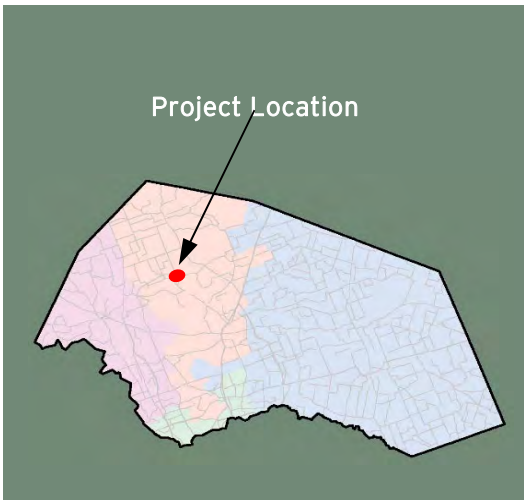
2C. Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order covers several different changes that took place on the project, including adjusting the ditch along Wolf Ranch to avoid water line, installing cave gates instead of the fencing, revising the sidewalk under the bridge, placing concrete driveway instead of asphalt driveway into Wolf Ranch Apartments and revising the SWPPP sheets per the updated WPAP. 5D. Contractor Convenience. Additional safety work/measures desired by the contractor. Barrier was installed along the work zone for the SH 29 widening at the Southwest Bypass.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2023	15,802.83	19,243.72

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order compensates the contractor for adjusting the guardrail north of Wolf Ranch Parkway on Southwest Bypass due to site distance concerns.

Adjusted Price = $4,307,786.72





CR 245 Reconstruction
(North of RM 2338 to Ronald Reagan Boulevard)

Project Length: 0.962 Miles
Roadway Classification: Suburban Arterial

Project Schedule: January 2023 - Spring 2024
Estimated Construction Cost: $6.9 Million



OCTOBER 2023 IN REVIEW

9/1/2023: Joe Bland Construction (JBC) continued roadway excavation of existing CR 245 from RM 2338 to Smokestack Lane. Subcontractor Greater Austin finished pouring concrete for rip rap on the west side of the bridge.

9/8/2023: JBC continued pouring concrete for drainage structures. Subcontractor BMP installed guardrail on the west side of bridge rail.

9/15/2023: JBC continued hauling in and processing flexible base from RM 2338 to Smokestack Lane. Subcontractor BMP continued installing guardrail on both sides of bridge rails. JBC completed the 24" reinforced concrete pipe and the 24" safety end treaments at Culvert B.

9/22/2023: JBC continued channel excavation on CR 245 from RM 2338 to Smokestack Lane. JBC continued installing drainage structures for driveways by Smokestack Lane.

9/29/2023: JBC paved asphalt for the Worship Place Church Driveway and for the Smokestack Lane intersection.



Design Engineer: Bridgefarmer
Contractor: Joe Bland Construction
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

Project Name: CR 245 Reconstruction
Project No. 23IFB12

Original Contract Price = $6,969,195.21

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/6/2022	12/13/2022	2/1/2023	2/10/2023				423		423

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/10/2023	2/28/2023	19	$143,464.59	$143,464.59	$15,940.51	$15,940.51	2	4
2	3/1/2023	3/31/2023	31	$355,908.11	$499,372.70	$39,545.35	$55,485.86	8	12
3	4/1/2023	4/30/2023	30	$378,182.90	$877,555.60	$42,020.32	$97,506.18	14	19
4	5/1/2023	5/31/2023	31	$541,611.28	$1,419,166.88	$60,179.03	$157,685.21	23	26
5	6/1/2023	6/30/2023	30	$438,431.06	$1,857,597.94	$48,714.56	$206,399.77	30	33
6	7/1/2023	7/31/2023	31	$1,157,295.20	$3,014,893.14	$128,588.36	$334,988.13	48	41
7	8/1/2023	8/31/2023	31	$1,149,398.96	$4,164,292.10	-$115,814.86	$219,173.27	63	48
8	9/1/2023	9/30/2023	30	$601,990.01	$4,766,282.11	$31,683.68	$250,856.95	72	55

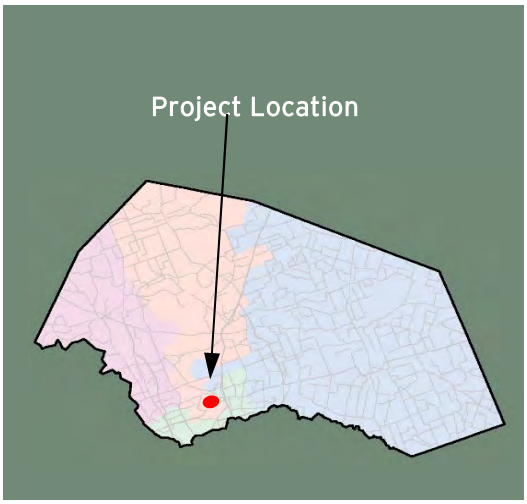
9/30/2023 Comments - Contractor placed prime, seal coat, and TY B HMA asphalt on remaining widening along CR 245 from RM 2338 to Smokestack Lane and started placing top soil and shouldering up throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
01	8/22/2023	20,980.10	20,980.10

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for removing a portion of a structure that encroaches the new ROW. 2. Differing in Site Conditions: (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order addresses karst features that were encountered while excavating to subgrade south of Smokestack Ln. The karst features were closed per SWCA and TCEQ recommendations.

Adjusted Price = $6,990,175.31





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

Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial

Project Schedule: January 2022 - Fall 2025
Estimated Construction Cost: $33.8 Million



OCTOBER 2023 IN REVIEW

9/1/2023: Cash Construction continued installing the storm sewer pipe and manholes south of RM 1431. Subcontractor HL Chapman began trenching for the BCMUD line at the BCMUD water treatment plant.

9/8/2023: Cash poured the concrete inverts and collars at the storm sewer pipe south of RM 1431. Cash installed a portion of the Aqua water line east of Walsh Drive.

9/15/2023: Subcontractor HL Chapman continued to trench for the BCMUD line at the water treatment plant.

9/22/2023: Cash began installing the storm sewer pipe and manholes east of Walsh Drive. Subcontractor Badger potholed for existing utilities at Walsh Ranch Boulevard.

9/29/2023: Cash began placing embankment at the temporary Thousand Oaks tie-in location. Subcontractor HL Chapman continued pre-trenching for the storm sewer line on both sides of Thousand Oaks Drive.



Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

Project Name: Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = $36,145,959.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	30	$21,095.55	$21,095.55	$2,343.95	$2,343.95	0	3
2	5/1/2023	5/31/2023	31	$511,459.79	$532,555.34	$56,828.87	$59,172.82	2	7
3	6/1/2023	6/30/2023	30	$1,024,886.41	$1,557,441.75	$113,876.26	$173,049.08	5	10
4	7/1/2023	7/31/2023	31	$148,136.40	$1,705,578.15	$16,459.60	$189,508.68	6	13
5	8/1/2023	8/31/2023	31	$915,201.56	$2,620,779.71	$101,689.06	$291,197.74	9	17
6	9/1/2023	9/30/2023	30	$510,079.42	$3,130,859.13	$56,675.50	$347,873.24	10	20

9/30/2023 Comments - Contractor continued jack and boring operations for the 42" City of Round Rock water line, completed Aqua water line "B" and continued installing storm drain facilities (pipe, boxes, manholes, junction boxes).

Change Order Number	Approved	Cost This CO	Total COs
01	6/27/2023	$ (2,394,078.12)	$ (2,394,078.12)

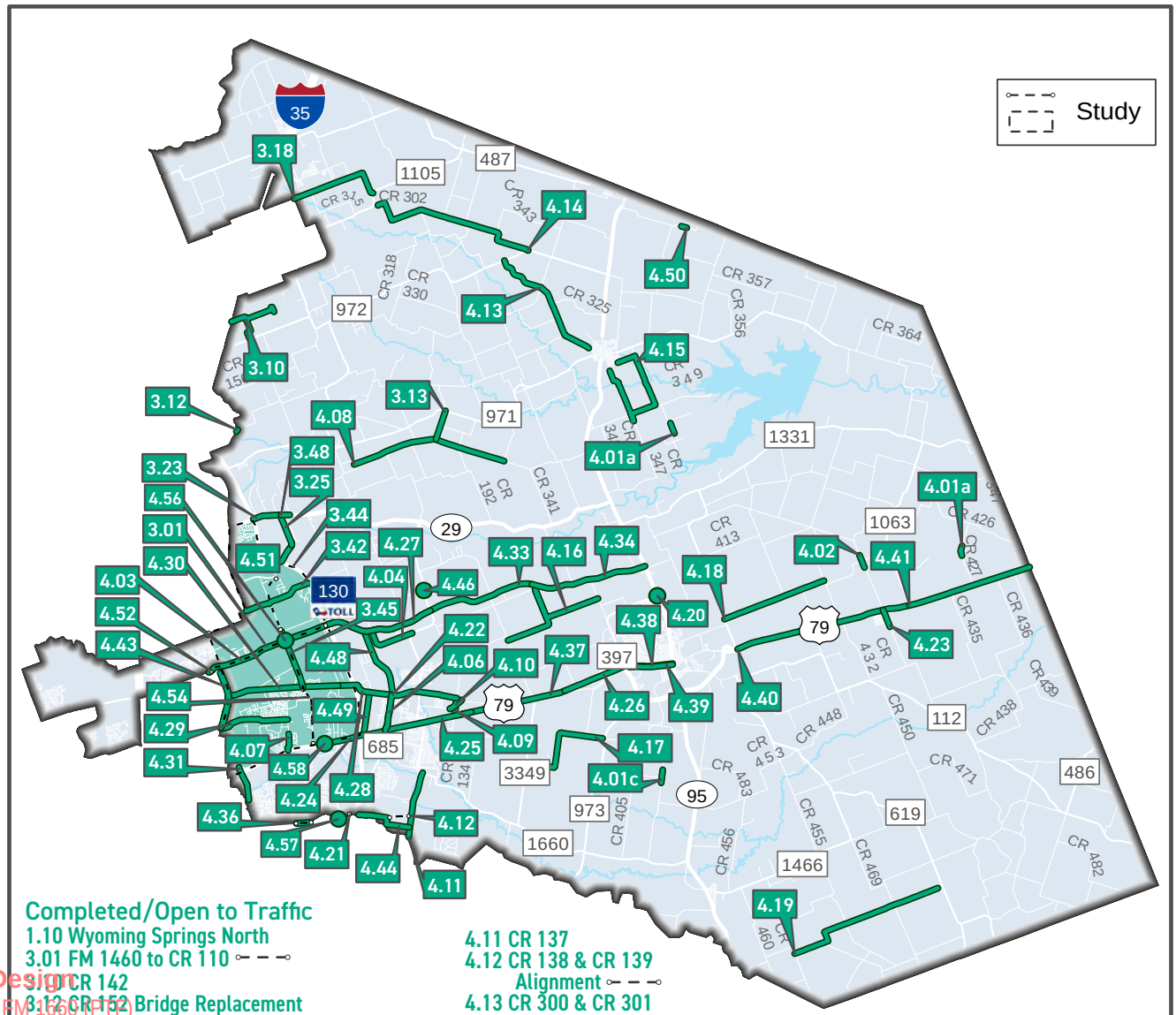
1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	8/22/2023	$ 5,250.00	$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Adjusted Price = $33,757,130.88

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

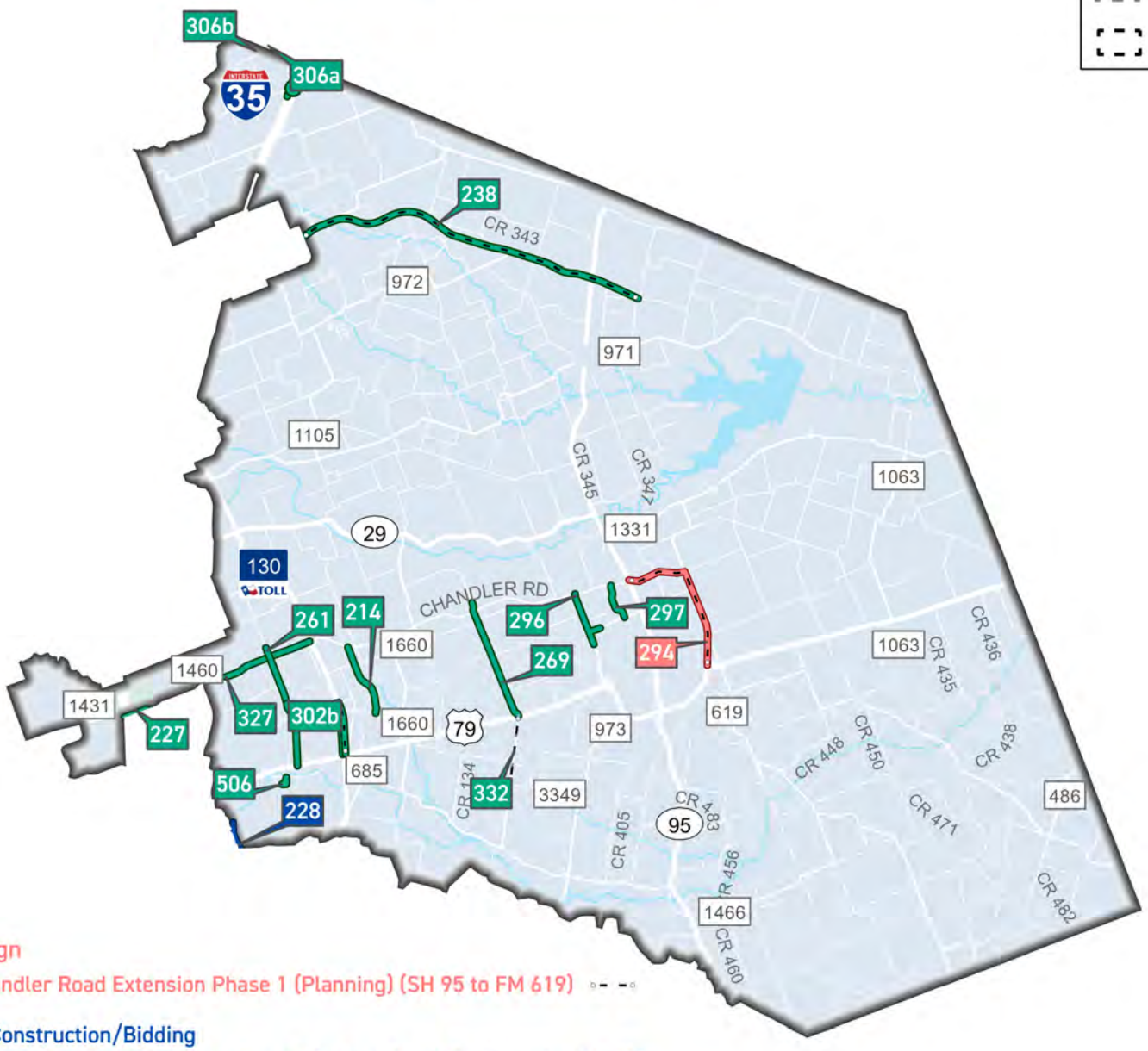
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110 ⊶ – – ⊸
3.11 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107) ⊶ – – ⊸
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment ⊶ – – ⊸
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW ⊶ – – ⊸
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road ⊶ – – ⊸
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A ⊶ – – ⊸
4.52 University Blvd. (Chandler Rd.) Expansion ⊶ – – ⊸
4.54 CR 110 South - (US 79 to Limmer Lp) ⊶ – – ⊸
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

In Design

4.35 FM 1660 (CR 128)

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)

Under Construction/Bidding

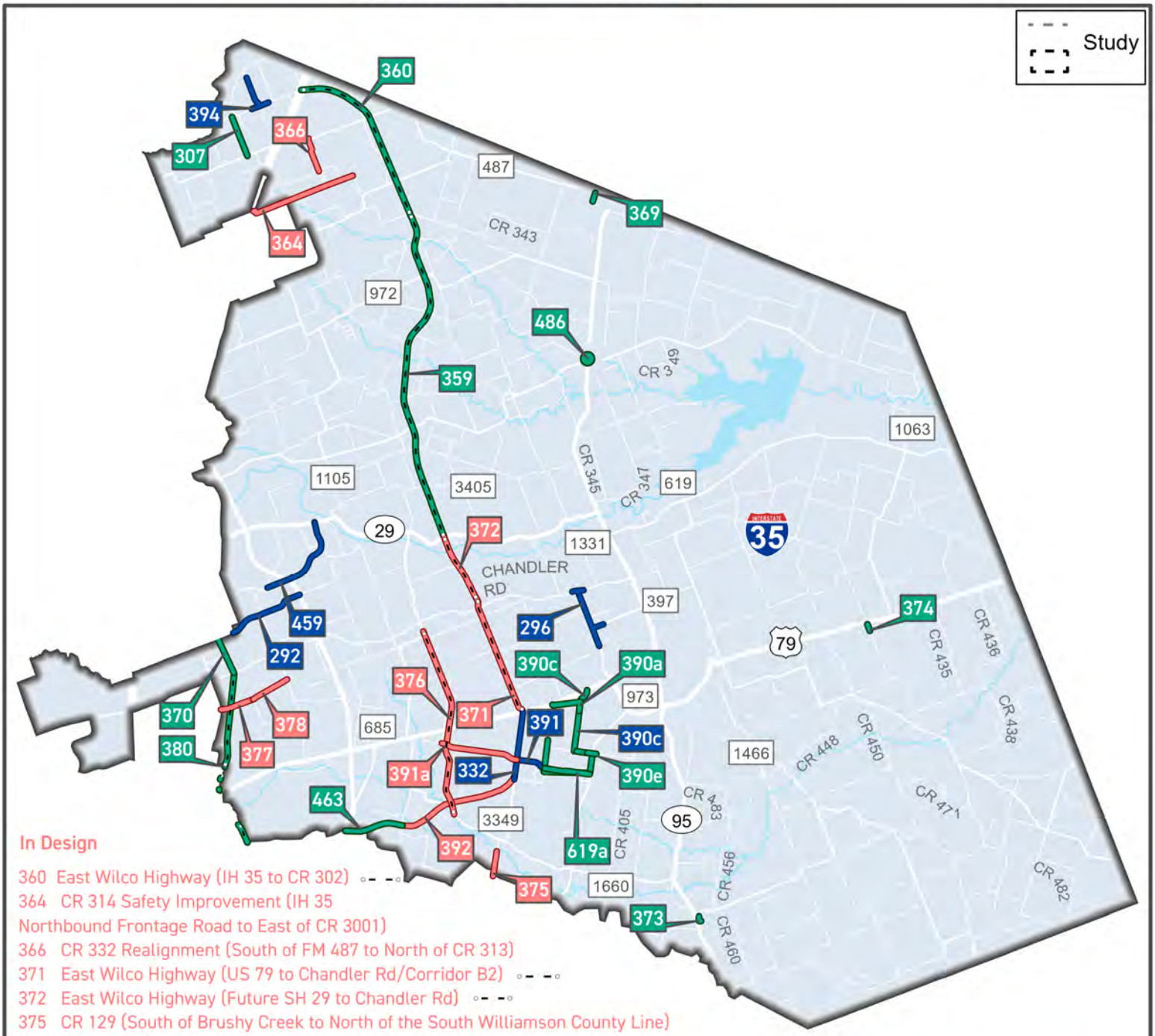
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
227 University Boulevard Widening (IH 35 to Sunrise Road)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
269 CR 101 (US 79 to North of Chandler Road)
261 CR 110 Middle (Limmer Loop to CR 107)
260 CR 110 South (US 79 to Limmer Loop)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic Study
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

360 East Wilco Highway (IH 35 to CR 302)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2)
372 East Wilco Highway (Future SH 29 to Chandler Rd)
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
391a CR 132 Realignment
392 East Wilco Highway (Southeast Loop Segment 2) (CR 137 to CR 404)

Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)
391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)

Completed/Open to Traffic

307 Bud Stockton Extension (CR 305 to FM 487)

359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/Corridor D)
369 Bartlett Project (Cottrell Street)
370 MoKan (Georgetown Inner Loop to University Boulevard)
373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street
380 MoKan (University Boulevard to SH 45)
390a CR Improvements and Paving (CR 401, CR 402, CR 404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)
619a Samsung Highway (Future County Road) (CR 404 to FM 973)

Project Name: East Wilco Highway (Southeast Loop, Segment 1)
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021				534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	12	19
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	15	24
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	18	30
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	23	35
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	27	40
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	34	46
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	41	51
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	46	57
11	6/1/2022	6/30/2022	30	$498,845.27	$5,585,689.91	$55,427.25	$620,632.21	51	62
12	7/1/2022	7/31/2022	31	$521,580.90	$6,107,270.81	$57,953.44	$678,585.65	56	68
13	8/1/2022	8/31/2022	31	$672,002.44	$6,779,273.25	$74,666.93	$753,252.58	62	73
14	9/1/2022	9/30/2022	30	$936,075.41	$7,715,348.66	$104,008.38	$857,260.96	70	79
15	10/1/2022	10/31/2022	31	$851,880.44	$8,567,229.10	-$406,354.16	$450,906.80	74	84
16	11/1/2022	11/30/2022	30	$625,071.12	$9,192,300.22	$32,898.48	$483,805.28	80	90
17	12/1/2022	12/31/2022	31	$290,510.48	$9,482,810.70	$15,290.02	$499,095.30	82	95
18	1/1/2023	1/31/2023	31	$55,998.20	$9,538,808.90	$2,947.27	$502,042.57	83	101
19	2/1/2023	2/28/2023	28	$161,924.00	$9,700,732.90	$8,522.32	$510,564.89	84	106
20	3/1/2023	3/31/2023	31	$291,588.78	$9,992,321.68	$15,346.78	$525,911.67	86	111
21	4/1/2023	4/30/2023	30	$160,641.77	$10,152,963.45	$8,454.83	$534,366.50	88	117
22	5/1/2023	5/31/2023	31	$79,909.01	$10,232,872.46	$4,205.73	$538,572.23	98	122
23	6/1/2023	6/30/2023	30	$355,060.22	$10,587,932.68	$18,687.38	$557,259.61	92	128
24	7/1/2023	7/31/2023	31	$61,540.97	$10,649,473.65	$3,239.00	$560,498.61	92	133
25	8/1/2023	8/31/2023	31	$316,670.90	$10,966,144.55	$16,666.89	$577,165.50	95	139

9/30/2023 Comments - The Contractor placed the thermoplastic striping from DNT driveway to the east end of the project and continued working on the remaining punch list items.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	$ 148,710.35	$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Change Order Number	Approved	Cost This CO	Total COs
02	10/4/2022	$73,007.39	$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Change Order Number	Approved	Cost This CO	Total COs
03	2/28/2023	$177,807.62	399,525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

Change Order Number	Approved	Cost This CO	Total COs
04	3/28/2023	156,231.96	555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

Change Order Number	Approved	Cost This CO	Total COs
05	7/20/2023	1,093,581.24	1,649,338.56

1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

Change Order Number	Approved	Cost This CO	Total COs
06	9/27/2023	-1,015,961.92	633,376.64

3M. County Convenience. Other. Due to the existing utility conflicts impeding the remaining construction, this Change Order will remove all remaining work from Phases 2-4 from the project.

Adjusted Price = $12,160,165.73

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = $12,673,200.94

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022	7/7/2023			505	-70	435

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/14/2022	4/21/2022	0	$541,350.00	$541,350.00	$60,150.00	$60,150.00	5	0
2	4/22/2022	5/31/2022	30	$213,264.25	$754,614.25	$23,696.03	$83,846.03	6	7
3	6/1/2022	7/1/2022	31	$1,394,793.70	$2,149,407.95	$154,977.08	$238,823.11	18	14
4	7/2/2022	7/31/2022	30	$690,418.59	$2,839,826.54	$76,713.17	$315,536.28	23	21
5	8/1/2022	8/31/2022	31	$276,688.62	$3,116,515.16	$30,743.18	$346,279.46	26	28
6	9/1/2022	9/30/2022	30	$784,682.38	$3,901,197.54	$87,186.93	$433,466.39	32	35
7	10/1/2022	10/31/2022	31	$776,738.57	$4,677,936.11	$86,304.29	$519,770.68	38	42
8	11/1/2022	11/30/2022	30	$875,684.24	$5,553,620.35	$97,298.25	$617,068.93	46	49
9	12/1/2022	12/31/2022	31	$422,000.74	$5,975,621.09	$46,888.97	$663,957.90	49	56
10	1/1/2023	1/31/2023	31	$616,120.11	$6,591,741.20	$68,457.79	$732,415.69	54	63
11	2/1/2023	2/28/2023	28	$598,319.58	$7,190,060.78	$66,479.95	$798,895.64	59	70
12	3/1/2023	3/31/2023	31	$603,951.86	$7,794,012.64	$67,105.76	$866,001.40	64	77
13	4/1/2023	4/30/2023	30	$945,657.20	$8,739,669.84	-$406,018.78	$459,982.62	68	84
14	5/1/2023	5/31/2023	31	$1,082,327.54	$9,821,997.38	$56,964.61	$516,947.23	77	91
15	6/1/2023	6/30/2023	30	$1,195,677.91	$11,017,675.29	$62,930.42	$579,877.65	86	98
16	7/1/2023	7/31/2023	31	$760,493.51	$11,778,168.80	$40,025.97	$619,903.62	92	105
17	8/1/2023	8/31/2023	31	$16,945.32	$11,795,114.12	$891.86	$620,795.48	92	112
18	9/1/2023	9/28/2023	28	$165,725.86	$11,960,839.98	$8,722.41	$629,517.89	93	118

9/30/2023 Comments - Contractor paved the full depth asphalt on the north side of the railroad tracks and placed embankment and asphalt on a 50' section south of the railroad tracks. They also placed curb and gutter at the median to provide UPRR the required location and elevation for the new railroad gates. Subcontractor Sexton continued to bore for the City of Taylor water line under the Union Pacific Railroad.

Change Order Number	Approved	Cost This CO	Total COs
01	9/15/2022	$ 13,315.52	$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

Change Order Number	Approved	Cost This CO	Total COs
02	9/20/2022	$ 414,400.00	$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	10/5/2022	$ 214,351.37	$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

Change Order Number	Approved	Cost This CO	Total COs
04	2/28/2023	$ 188,826.95	$ 830,893.84

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

Change Order Number	Approved	Cost This CO	Total COs
05	8/22/2023	0.00	$ 830,893.84

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) This Change Order compensates the Contractor for additional work to the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the Jonah water line.

Adjusted Price = $13,504,094.78

Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)
Project No. 22IFB126

Original Contract Price = $11,289,929.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/12/2022	7/19/2022	8/5/2022	8/15/2022	9/5/2023			413		413

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/15/2022	9/27/2022	44	$415,099.80	$415,099.80	$46,122.20	$46,122.20	4	11
2	9/28/2022	10/31/2022	34	$1,256,916.42	$1,672,016.22	$139,657.38	$185,779.58	16	19
3	11/1/2022	11/30/2022	30	$529,743.42	$2,201,759.64	$58,860.38	$244,639.96	21	26
4	12/1/2022	12/31/2022	31	$196,710.30	$2,398,469.94	$21,856.70	$266,496.66	23	34
5	1/1/2023	1/31/2023	31	$942,884.78	$3,341,354.72	$104,764.98	$371,261.64	33	41
6	2/1/2023	2/28/2023	28	$895,707.90	$4,237,062.62	$99,523.10	$470,784.74	41	48
7	3/1/2023	3/31/2023	31	$2,066,773.05	$6,303,835.67	$229,641.45	$700,426.19	61	55
8	4/1/2023	4/30/2023	30	$1,637,718.64	$7,941,554.31	-$282,449.65	$417,976.54	73	63
9	5/1/2023	5/31/2023	31	$1,177,188.70	$9,118,743.01	$61,957.30	$479,933.84	84	70
10	6/1/2023	7/31/2023	61	$1,026,783.27	$10,145,526.28	$54,041.23	$533,975.07	94	85
11	8/1/2023	8/31/2023	31	$78,532.37	$10,224,058.65	$4,133.28	$538,108.35	94	92

9/30/2023 Comments - Contractor is waiting for vegetative growth.

Change Order Number	Approved	Cost This CO	Total COs
01	1/24/2023	41,260.00	$ 41,260.00

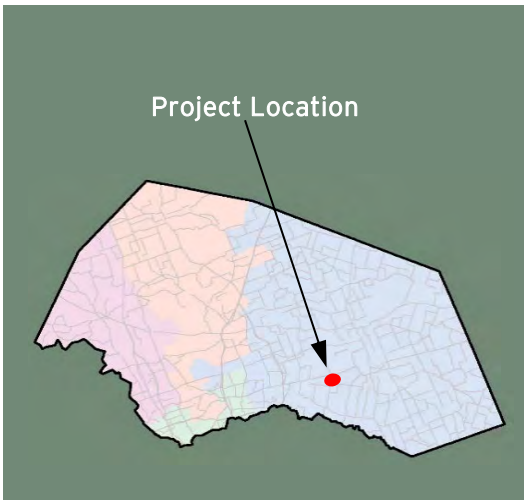
1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

Change Order Number	Approved	Cost This CO	Total COs
02	7/18/2023	83,559.50	$ 124,819.50

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds quantities to existing items due to unexpected changes in field conditions, causing overruns on the project. The excavation and embankment quantities had to be adjusted, due to the existing elevations at the west tie-in. The 18-inch and 36-inch drill shafts needed to be extended to ensure the shafts had proper embedment into stable material.

Adjusted Price = $11,414,748.50





East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: $82.7 Million



OCTOBER 2023 IN REVIEW

9/1/2023: James Construction (JCG) continued setting precast panels at the Boggy Creek Bridge. Subcontractor Austin Traffic Signals drilled shafts and set bases for large signs and installed electrical components for signals.

9/8/2023: JCG continued setting precast panels at the Boggy Creek Bridge. Subcontractor Fuqua installed soil retention blankets at Jug Handle.

9/15/2023: JCG poured the column at Bent 11 of the northbound frontage road bridge. The contractor continued pouring columns at Bent 8 of the NBFR Bridge.

9/22/2023: Subcontractor Patin Construction began installation of the 16-inch Jonah water line north of Jug Handle.

9/29/2023: JCG continued excavating the drainage swale along the southbound frontage road. Subcontractor ATS installed battery backups in signal cabinets on Jug Handle and the eastern turnaround.



Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (FM 3349 at US 79)
Project No. 22IFB139

Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/18/2022	11/25/2022	39	$755,690.77	$755,690.77	$0.00	$0.00	1	2
2	11/26/2022	12/25/2022	30	$5,128,955.59	$5,884,646.36	$0.00	$0.00	7	0
3	12/26/2022	1/25/2023	31	$1,448,580.10	$7,333,226.46	$0.00	$0.00	9	7
4	1/26/2023	2/25/2023	31	$1,272,882.90	$8,606,109.36	$0.00	$0.00	10	9
5	2/26/2023	3/25/2023	28	$2,922,159.15	$11,528,268.51	$0.00	$0.00	14	11
6	3/26/2023	4/25/2023	31	$1,453,458.85	$12,981,727.36	$0.00	$0.00	16	14
7	4/26/2023	5/25/2023	30	$1,672,497.88	$14,654,225.24	$0.00	$0.00	18	16
8	5/26/2023	6/25/2023	31	$3,188,150.58	$17,842,375.82	$0.00	$0.00	22	18
9	6/26/2023	7/25/2023	30	$2,251,767.13	$20,094,142.95	$0.00	$0.00	24	20
10	7/26/2023	8/25/2023	31	$2,453,925.93	$22,548,068.88	$0.00	$0.00	27	22
11	8/26/2023	9/25/2023	31	$4,580,138.95	$27,128,207.83	$0.00	$0.00	33	25

9/30/2023 Comments - The contractor continued excavation for roadway and the drainage swale along the southbound frontage road. The contractor continued placing Ty C material and flex base on the northbound frontage road. The contractor installed re-bar for the bridge deck and approach slabs for the Boggy Creek bridge. Subcontractor Patin continued installation of the Jonah water line.

Change Order Number	Approved	Cost This CO	Total COs
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

Change Order Number	Approved	Cost This CO	Total COs
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

Change Order Number	Approved	Cost This CO	Total COs
04	8/8/2023	-472,492.20	730,165.02

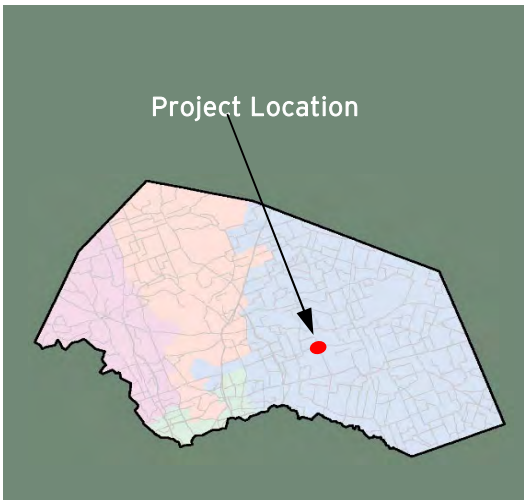
3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
05	0/14/23	-5,274.97	724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

Adjusted Price = $82,665,928.18





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

Project Length: 2.751 Miles
Roadway Classification: Rural Arterial

Project Schedule: January 2023 - Summer 2024
Estimated Construction Cost: $17.7 Million



OCTOBER 2023 IN REVIEW

9/1/2023: James Construction (JCG) continued installation of drainage pipes at driveways. Oncor's subcontractor, Pike, began installation of new timber poles for electric line relocation.

9/8/2023: JCG continued placing and processing embankment along Carlos G. Parker. JCG continued installation of drainage pipes at various driveways. Subcontractor Patin Construction continued installing the 24-inch ductile iron water line pipe.

9/15/2023: JCG continued with roadway excavation of existing CR 366. Subcontractor Patin Construction began working on connecting the Jonah water line on Carlos G. Parker.

9/22/2023: JCG continued roadway excavation of the existing CR 366. Subcontractor for AT&T was on site relocating utility pedestals.

9/29/2023: JCG continued placing and processing embankment along CR 366. JCG began processing subgrade along CR 366.



Design Engineer: Garver
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

Project Name: CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)
Project No. 22IFB138

Original Contract Price = $17,694,262.46

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/31/2022	9/28/2022	12/27/2022	1/6/2023				515		515

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/6/2023	2/28/2023	54	$1,184,919.53	$1,184,919.53	$131,657.73	$131,657.73	7	10
2	3/1/2023	3/31/2023	31	$220,649.15	$1,405,568.68	$24,516.57	$156,174.30	9	17
3	4/1/2023	4/30/2023	30	$195,624.79	$1,601,193.47	$21,736.09	$177,910.39	10	22
4	5/1/2023	5/31/2023	31	$540,591.96	$2,141,785.43	$60,065.77	$237,976.16	13	28
5	6/1/2023	6/30/2023	30	$1,603,804.24	$3,745,589.67	$178,200.47	$416,176.63	24	34
6	7/1/2023	7/31/2023	31	$781,944.84	$4,527,534.51	$86,882.76	$503,059.39	28	40
7	8/1/2023	8/31/2023	31	$1,589,668.07	$6,117,202.58	$176,629.79	$679,689.18	38	46
8	9/1/2023	9/30/2023	30	$933,910.69	$7,051,113.27	$103,767.85	$783,457.03	44	52

9/30/2023 Comments - Contractor continued placing and processing embankment and roadway excavation throughout the project. The contractor completed the installation of the multiple box culvert on CR 366. Subcontractor Patin continued installing Jonah and the City of Taylor water lines.

Change Order Number	Approved	Cost This CO	Total COs
01	6/6/2023	$ 11,562.50	$ 11,562.50

1A. Design Error or Omission. Incorrect PS&E. : This change order adds the installation of the construction exits along CR 366 and FM 397 Carlos G Parker to access to the project site. The construction entrances or exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

Adjusted Price = $17,705,824.96

Project Name: Bud Stockton Extension (CR 305 to FM 487)
Project No. 23IFB13

Original Contract Price = $5,917,275.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/12/2022	12/20/2022	1/3/2023	2/9/2023	8/15/2023			177		177

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2023	2/28/2023	16	$173,685.65	$173,685.65	$19,298.41	$19,298.41	3	9
2	3/1/2023	3/31/2023	31	$509,598.69	$683,284.34	$56,622.07	$75,920.48	13	27
3	4/1/2023	4/30/2023	30	$596,757.76	$1,280,042.10	$66,306.42	$142,226.90	24	44
4	5/1/2023	5/31/2023	31	$935,377.65	$2,215,419.75	$103,930.85	$246,157.75	41	61
5	6/1/2023	6/30/2023	30	$493,627.50	$2,709,047.25	$54,847.50	$301,005.25	50	78
6	7/1/2023	7/31/2023	31	$1,774,451.07	$4,483,498.32	$197,161.23	$498,166.48	82	95
7	8/1/2023	8/31/2023	14	$822,967.99	$5,306,466.31	-$218,878.78	$279,287.70	92	103

9/30/2023 Comments - The Contractor is waiting on the materials to install the stop signs and rumble strips requested by TxDOT. They continued to work on punch list items.

Change Order Number	Approved	Cost This CO	Total COs
01	3/7/2023	$ 35,830.59	$ 35,830.59

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

Change Order Number	Approved	Cost This CO	Total COs
02	8/23/2023	$ 97,110.00	$ 132,940.59

2. Differing Site Conditions (unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

Adjusted Price = $6,050,215.59

Project Name: CR 404 at FM 973
Project No. 23IFB6

Original Contract Price = $4,622,143.93

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/22/2022	12/6/2022	2/1/2023	2/10/2023	7/7/2023			150		150

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/10/2023	2/28/2023	19	$358,668.36	$358,668.36	$39,852.04	$39,852.04	8	13
2	3/1/123	3/31/2023	31	$668,379.48	$1,027,047.84	$74,264.32	$114,116.36	23	33
3	4/1/2023	4/30/2023	30	$601,756.01	$1,628,803.85	$66,861.78	$180,978.14	37	53
4	5/1/2023	5/31/2023	31	$555,140.47	$2,183,944.32	$61,682.27	$242,660.41	49	74
5	6/1/2023	6/30/2023	30	$1,893,411.89	$4,077,356.21	-$28,062.78	$214,597.63	87	94
6	7/1/2023	7/31/2023	7	$383,976.61	$4,461,332.82	$20,209.29	$234,806.92	96	99
7	8/1/2023	8/31/2023	0	$48,047.09	$4,509,379.91	$2,528.79	$237,335.71	97	99
8	9/1/2023	9/30/2023	30	$150,388.70	$4,659,768.61	-$142,238.46	$95,097.25	97	119

9/30/2023 Comments - The contractor is waiting on materials to install the flashing beacons and advanced warning signs on FM 973.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2023	294,199.97	294,199.97

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for multiple different adjustments made throughout the project. There were revisions made due to the Samsung site, signals, drainage, and some additional safety measures requested by Williamson County. 1B. Design Error or Omission. Other. This Change Order also corrects the incorrect asphalt quantities provided in the bid tabs.

Adjusted Price = $4,916,343.90

Project Name: CR 307 and CR 305
Project No. 23IFB34

Original Contract Price = $2,796,832.80

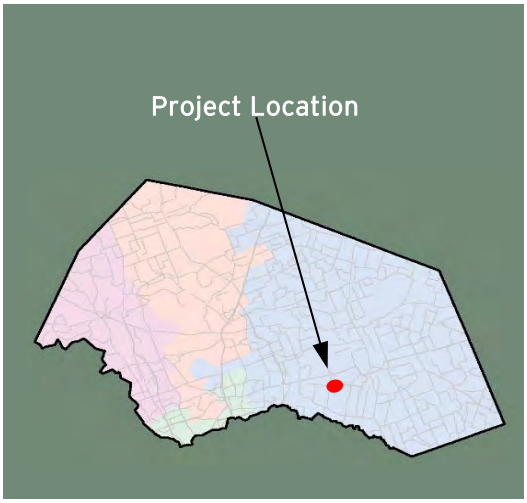
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/22/2023	3/7/2023	4/7/2023	4/17/2023				120		120

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	13	$105,372.90	$105,372.90	$11,708.10	$11,708.10	4	11
2	5/1/2023	5/31/2023	31	$78,480.00	$183,852.90	$8,720.00	$20,428.10	7	37
3	6/1/2023	6/30/2023	30	$319,844.70	$503,697.60	$35,538.30	$55,966.40	20	62
4	7/1/2023	7/31/2023	31	$298,387.80	$802,085.40	$33,154.20	$89,120.60	32	88
5	8/1/2023	8/31/2023	31	$262,632.60	$1,064,718.00	$29,181.40	$118,302.00	42	113
6	9/1/2023	9/30/2023	30	$9,900.00	$1,074,618.00	$1,100.00	$119,402.00	43	138

9/30/2023 Comments - The conflict with the Jarrell Schwertner water line was resolved and the contractor is expected to move back on site on 10/2/23.

Adjusted Price = $2,796,832.80





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

Project Length: 0.942 Miles
Roadway Classification: Urban Major Collector

Project Schedule: Spring 2023 - Early 2024
Estimated Construction Cost: $5.1 Million



OCTOBER 2023 IN REVIEW

9/1/2023: Capital Excavation completed processing flexible base throughout the project. Capital Excavation poured concrete for head and wing walls at Culvert 2 in the middle section of the project.

9/8/2023: Capital began forming and tying reinforcing steel for the rip rap on the upstream end of Culvert 2 in the middle of the project.

9/15/2023 Subcontractor Texas Materials completed paving the first lift of asphalt on the project and paved the first lift of asphalt for all driveways.

9/22/2023: Capital Excavation continued shouldering up the asphalt and grading the ditch lines. Subcontractor Fuquay completed installation of the rock filter dams in the ditch lines throughout the project.

9/29/2023: Capital Excavation continued shouldering up the asphalt and grading the ditch lines. Subcontractor Texas Materials paved the final lift of asphalt on the new roadway and driveways.



Design Engineer: RPS
Contractor: Capital Excavation Company
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)
Project No. 23IFB33

Original Contract Price = $5,139,487.45

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
2/15/2023	2/28/2023	4/12/2023	4/24/2023				312		312

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/24/2023	5/31/2023	38	$427,494.19	$427,494.19	$47,499.35	$47,499.35	9	12
2	6/1/2023	6/30/2023	30	$521,200.45	$948,694.64	$57,911.17	$105,410.52	21	22
3	7/1/2023	7/31/2023	31	$1,021,845.73	$1,970,540.37	$113,538.41	$218,948.93	43	32
4	8/1/2023	8/31/2023	31	$950,205.70	$2,920,746.07	-$65,225.45	$153,723.48	60	42

9/30/2023 Comments - Contractor finished shouldering up the asphalt, grading the ditch lines and paved the final lift of asphalt on the new roadway and driveways. Subcontractor ESSI placed soil retention blankets, seed, and fertilizer throughout the project.

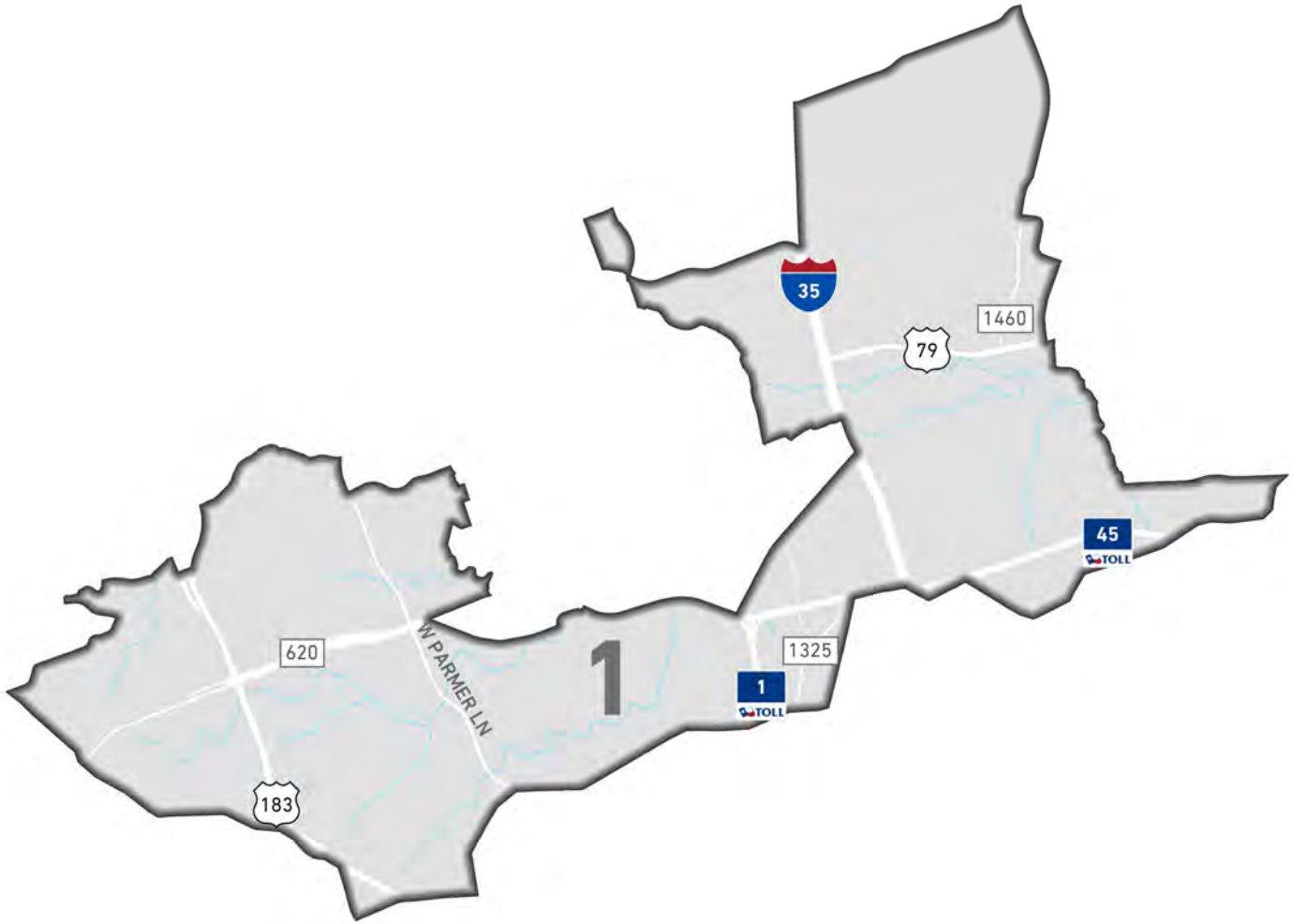
Adjusted Price = $5,139,487.45

Williamson County Commissioners Court

Road Bond Program

October 17, 2023

Precinct 1



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

Anticipated Completion

Fall 2023



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

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



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

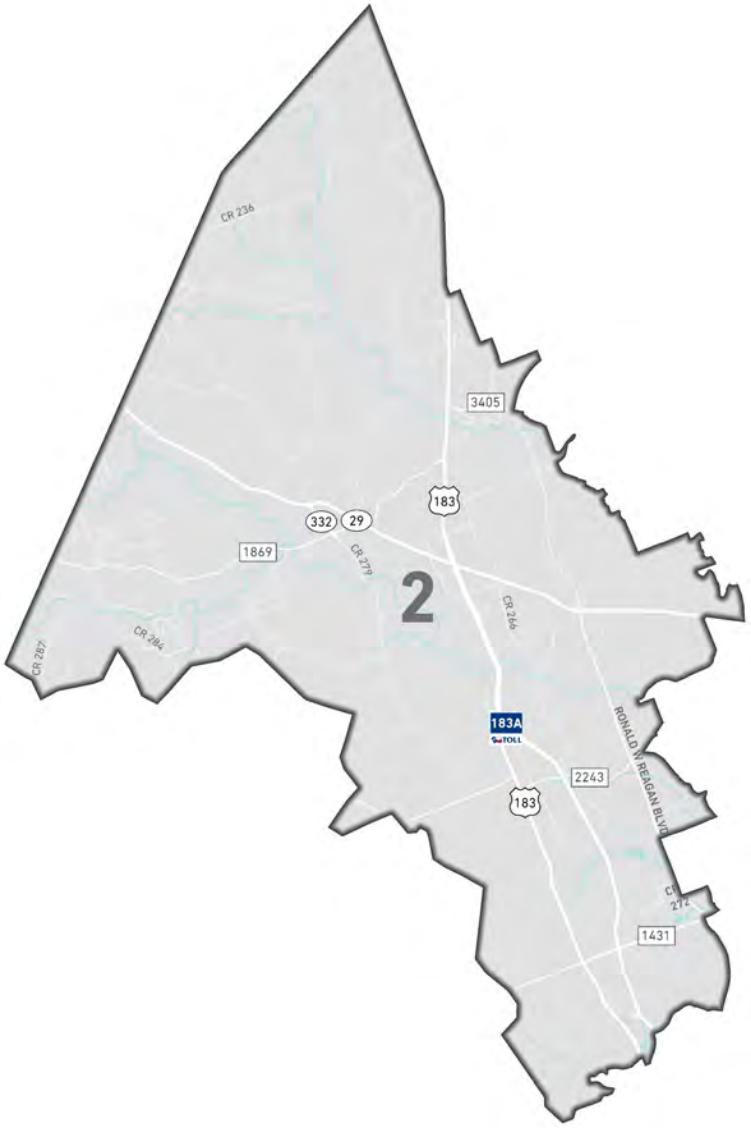


RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)



WILCO
TEXAS

Precinct 2


CR 236
3405
183
332
29
1869
CR 279
2
CR 246
CR 284
CR 287
183A
TOLL
RONALD W REAGAN BLVD
2243
183
1431

CR 258 Extension

Anticipated Completion
Early 2024



Original Contract Price = $5,836,754.36
Total Change Orders to Date = $831,161.15
Adjusted Contract Price = $6,667,915.51
Expenditures to Date = $5,269,367.92 (79%)

CR 258 Extension



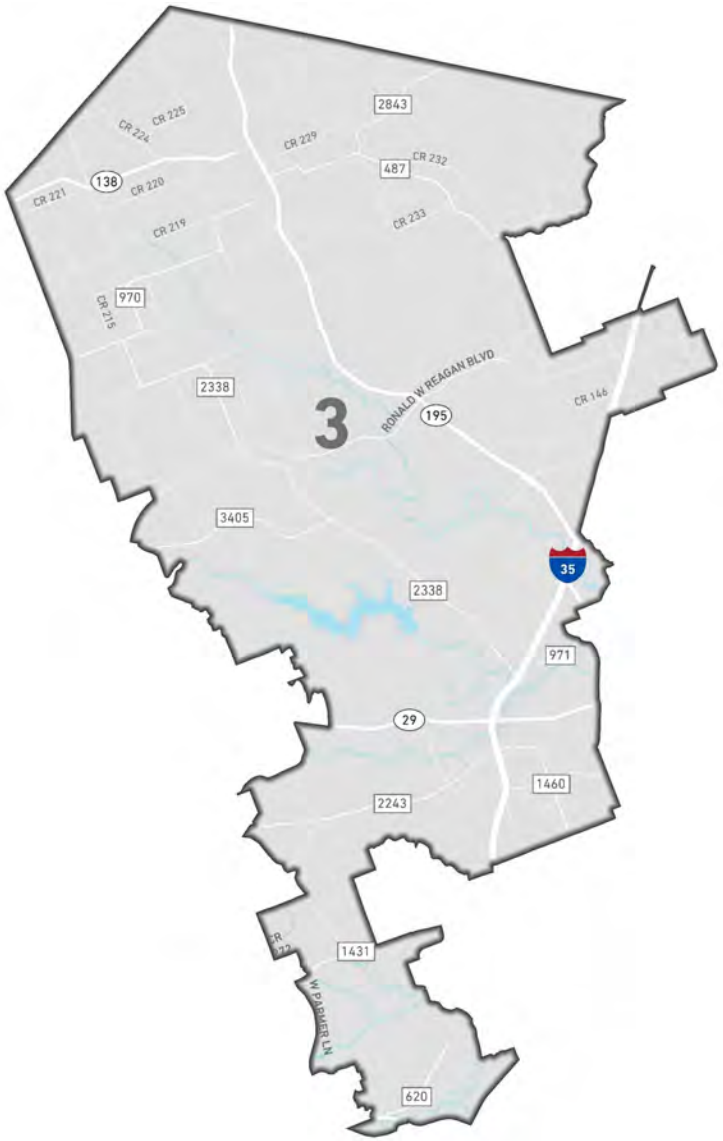
CR 258 Extension



CR 258 Extension

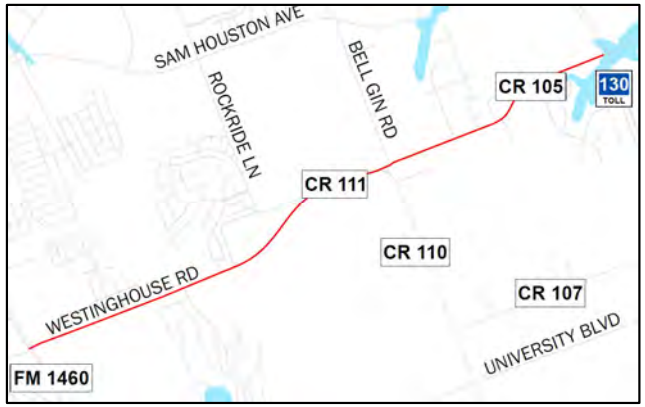


Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 219
CR 233
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PALMER LN
620

CR 111 Westinghouse Road

Anticipated Completion
Spring 2024



Original Contract Price = $21,024,332.88
Total Change Orders to Date = $1,220,648.92
Adjusted Contract Price = $22,244,981.80
Expenditures to Date = $16,798,965.12 (76%)

CR 111 Westinghouse Road



CR 111 Westinghouse Road



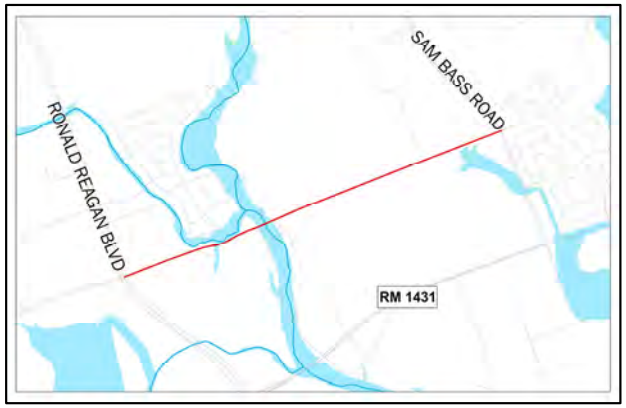
CR 111 Westinghouse Road



New Hope Drive Phase 2A

Anticipated Completion

Spring 2024



Partnership with the City of Cedar Park

Original Contract Amount = $22,619,961.16

Construction is managed by the City of Cedar Park

New Hope Drive Phase 2A

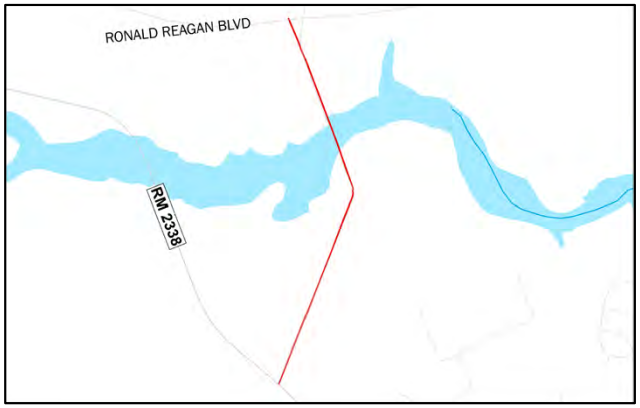


New Hope Drive Phase 2A



CR 245 Reconstruction

Anticipated Completion
Spring 2024



Original Contract Price = $6,969,195.21
Total Change Orders to Date = $20,980.10
Adjusted Contract Price = $ 6,990,175.31
Expenditures to Date = $5,017,139.06 (72%)

CR 245 Reconstruction



CR 245 Reconstruction



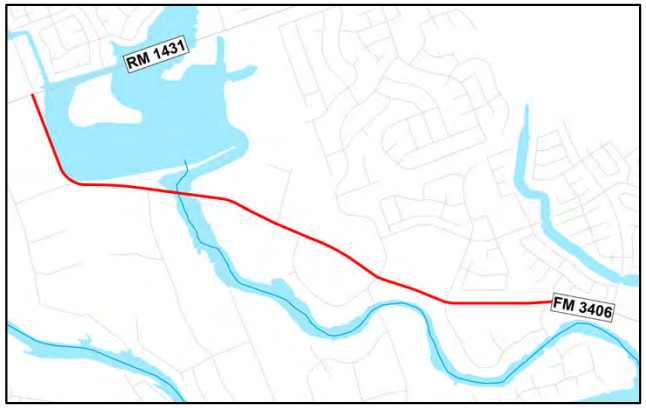
CR 245 Reconstruction



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

Anticipated Completion

Fall 2025



Original Contract Price = $36,145,959.00

Total Change Orders to Date = -$2,388,828.12

Adjusted Contract Price = $33,757,130.88

Expenditures to Date = $3,478,732.37 (10%)

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



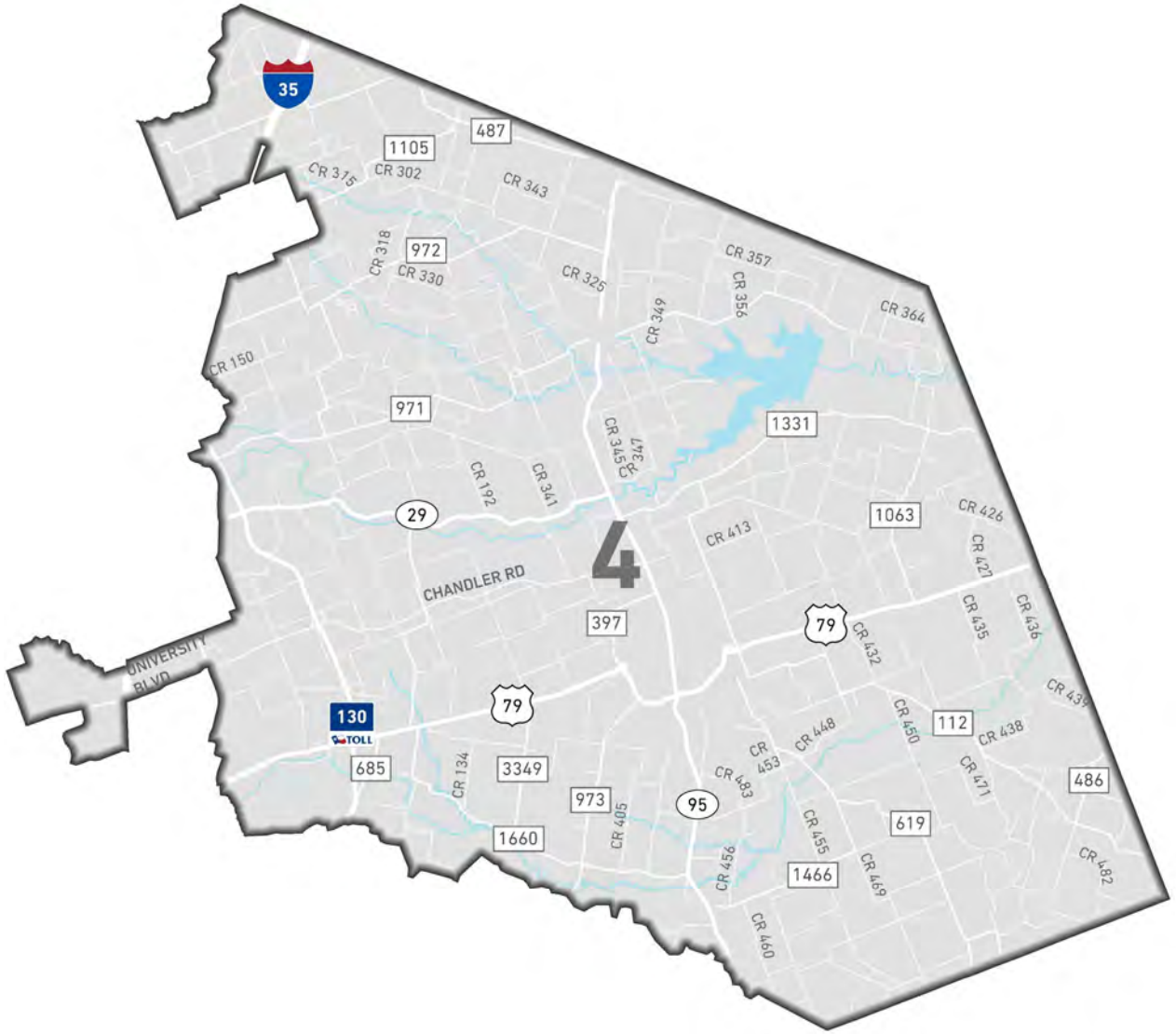
Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)



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



Precinct 4


4
35
1105
487
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
UNIVERSITY BLVD
130
TOLL
79
CR 439
CR 450
112
CR 438
CR 448
CR 453
CR 483
685
CR 134
3349
973
95
CR 471
486
CR 405
1660
CR 455
619
CR 456
1466
CR 469
CR 482
CR 460

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

Anticipated Completion

Fall 2023



Original Contract Amount = $11,526,789.09

Total Change Orders = $633,376.64

Adjusted Contract Price = $12,160,165.73

Expenditures to Date = $11,534,628.19 (95%)

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



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



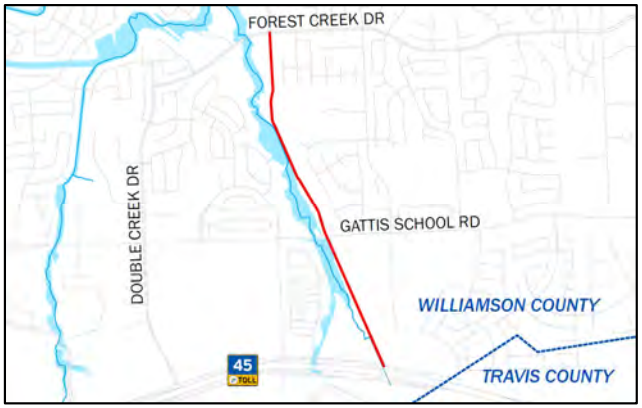
East Wilco Highway (Southeast Loop Segment 1) (Corridor E1) (CR 138 to CR 137)



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

Anticipated Completion

Late 2023



Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

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



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



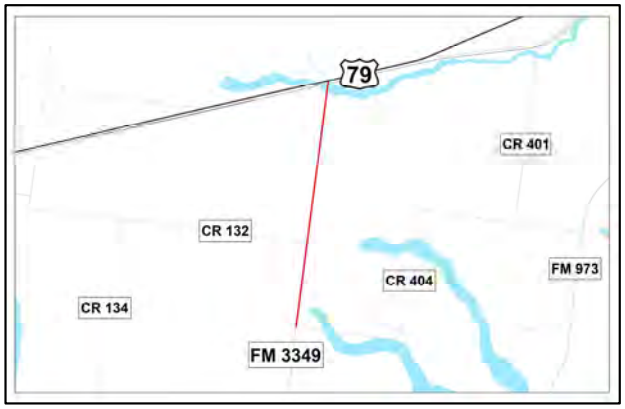
Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)



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

Anticipated Completion

Summer 2025 (Roadwork)



Original Contract Amount = $81,941,038.13

Total Change Orders = $724,890.05

Adjusted Contract Price = $ 82,665,928.18

Expenditures to Date = $27,128,207.83 (33%)

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



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



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



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

Anticipated Completion

Summer 2024



Original Contract Amount = $17,694,262.46

Total Change Orders = $11,562.50

Adjusted Contract Price = $17,705,824.96

Expenditures to Date = $7,834,570.30 (44%)

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



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



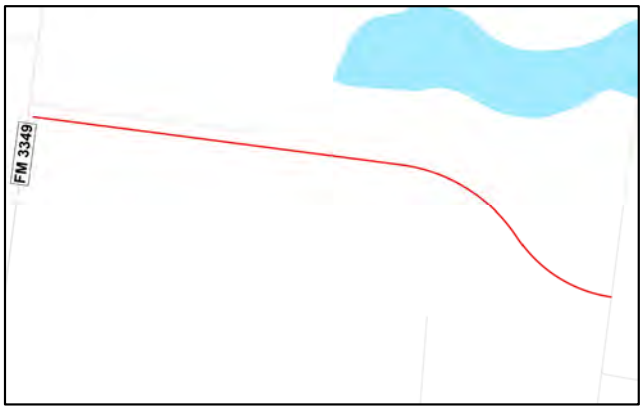
CR 366 Reconstruction
(Chandler Road to Carlos G. Parker Blvd.)



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

Anticipated Completion

Early 2024



Original Contract Amount = $5,139,487.45

Total Change Orders = $0.00

Adjusted Contract Price = $5,139,487.45

Expenditures to Date = $3,074,469.55 (60%)

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



WILCO TEXAS

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



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



Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Anticipated Completion

Fall 2025



Original Contract Amount = $30,540,848.03

Total Change Orders = $0.00

Adjusted Contract Price = $30,540,848.03

Expenditures to Date = $0.00 (0%)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)



Commissioners Court - Regular Session **49.**

Meeting Date: 10/17/2023

22IFB139 FM 3349 at US 79 - Change Order #6 (Jonah Water Line Upsize)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 6 in the amount of $130,053.00 for Project 22IFB139 FM 3349 at US 79 (James Construction Group) P: 332 Funding Source: Road Bond.

Background

This Change Order compensates the contractor for upsizing 562 LF of PVC pipe from 12 inches to 16 inches for the Jonah Water Special Utility District due to increased demand. This change is being made at Jonah's request and will be 100% funded by the Jonah Water Special Utility District. Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in a net increase of $130,053.00 to the Contract amount, for an adjusted Contract total of $82,795,981.18. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $854,943.05 has been added to the Contract, resulting in an 1.04% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB139-FM3349_CO#6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 08:28 AM
Form Started By: Julissa Vasquez		Started On: 10/11/2023 09:10 AM
Final Approval Date: 10/12/2023		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

1. CONTRACTOR: James Construction Group

2. Change Order Work Limits: Sta. A-8+89.04 to Sta. C-5+59.71

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

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

Project:	*22IFB139*
Roadway:	*FM 3349*
CSJ Number:	*Williamson Co*

5. Describe the work being revised:

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

6. Work to be performed in accordance with Items: See Attached

7. New or revised plan sheet(s) are attached and numbered: 2, 22, G2

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

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

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

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

THE CONTRACTOR Date 9/21/2023

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

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

Amount added by this change order: **$130,053.00**

RECOMMENDED FOR EXECUTION:

Project Manager 9/25/2023
Date

N/A
Design Engineer Date

Program Manager 9/26/2023
Date

Jonah Water Special Utility District 10/3/23
Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *6* ***Project #*** *22IFB139*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
J106-04	16" C-905, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed	LF	$146.00	1361	$198,706.00	12.00	1,373.00	$200,458.00	$1,752.00
J106-07	12" C-900, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed	LF	$103.00	1707	$175,821.00	(10.00)	1,697.00	$174,791.00	($1,030.00)
J106-16	24" Steel Enc. Pipe, Bored; w/ 16" Restrained Joint C900 DR 18 PVC Pipe: Installed	LF	$693.00	190	$131,670.00	125.00	315.00	$218,295.00	$86,625.00
J106-17	24" Steel Enc. Pipe, Open Cut; w/ 16" Restrained Joint C900 DR18 PVC Pipe: Installed	LF	$369.00	365	$134,685.00	425.00	790.00	$291,510.00	$156,825.00
J106-19	20" Steel Enc. Pipe, Bored; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed	LF	$640.00	205	$131,200.00	(125.00)	80.00	$51,200.00	($80,000.00)
J106-20	20" Steel Enc. Pipe, Open Cut; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed	LF	$242.00	967	$234,014.00	(425.00)	542.00	$131,164.00	($102,850.00)
J106-27	16" Gate Valve, Box, and Marker; Installed	EA	$12,000.00	6	$72,000.00	4.00	10.00	$120,000.00	$48,000.00
J106-28	12" Gate Valve, Box, and Marker; Installed	EA	$4,540.00	12	$54,480.00	(2.00)	10.00	$45,400.00	($9,080.00)
J106-52	16" Plug; Installed	EA	$8,925.00	0	$0.00	2.00	2.00	$17,850.00	$17,850.00
J106-53	24" x 16" Cross; Installed	EA	$7,140.00	0	$0.00	1.00	1.00	$7,140.00	$7,140.00
J106-54	Restocking fees associated with return of materials already ordered/delivered	LS	$4,821.00	0	$0.00	1.00	1.00	$4,821.00	$4,821.00
TOTALS					$1,132,576.00			$1,262,629.00	$130,053.00

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 6

Reason for Change

This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
J106-52	16" Plug; Installed	2.00	EA
J106-53	24" x 16" Cross; Installed	1.00	EA
J106-54	Restock Fees Associated with Returns of Materials already ordered/delivered	1.00	LS

This Change Order results in a net increase of $130,053.00 to the Contract amount, for an adjusted Contract total of $82,795,981.18. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $854,943.05 has been added to the Contract, resulting in an 1.04% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

CHANGE ORDER 005 PROPOSAL
JONAH WL REVISIONS 5-16-23

DATE: 7/6/2023

INVOICE #

Primoris Services Corporation
James Construction Group

Bill To:
WILLIAMSON COUNTY
HNTB CORPORATION

RE:
FM3349
ASIF MIRZAZADA
22IFB139

ITEM NO.	QTY	UM	DESCRIPTION	UNIT PRICE	TOTAL
J106-04	12.00	LF	16" C-905, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed	$146.00	$1,752.00
J106-07	-10.00	LF	12" C-900, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed	$103.00	($1,030.00)
J106-16	125.00	LF	24" Steel Enc. Pipe, Bored; w/ 16" Restrained Joint C900 DR18 PVC Pipe: Installed	$693.00	$86,625.00
J106-17	425.00	LF	24" Steel Enc. Pipe, Open Cut; w/ 16" Restrained Joint C900 DR18 PVC Pipe: Installed	$369.00	$156,825.00
J106-19	-125.00	LF	20" Steel Enc. Pipe, Bored; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed	$640.00	($80,000.00)
J106-20	-425.00	LF	20" Steel Enc. Pipe, Open Cut; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed	$242.00	($102,850.00)
J106-27	4.00	EA	16" Gate Valve, Box, and Marker; Installed	$12,000.00	$48,000.00
J106-28	-2.00	EA	12" Gate Valve, Box, and Marker; Installed	$4,540.00	($9,080.00)
NEW	2.00	EA	16" Plug; Installed	$8,925.00	$17,850.00
NEW	1.00	EA	24" x 16" Cross; Installed	$7,140.00	$7,140.00
~~NEW~~	~~-1.00~~	~~EA~~	~~24" x 16" Tee, Installed**~~	~~$6,800.00~~	~~($6,800.00)~~
NEW	1.00	LS	Restock Fees associated with returns of matierials that were already ordered/delivered	$4,821.00	$4,821.00
			**Not an exisitng Pay Item. Please check and confirm pricing is needed for deducting an item that does not exist originally.		
				TOTAL	~~$123,253.00~~

$130,053.00

Patin Construction LLC

3800 W. Second Street
Taylor, TX 76574
Phone: (512) 269-1071
Fax: (512) 269-1072

CHANGE ORDER

July 6, 2023

JAMES CONSTRUCTION GROUP

Email: Hector Garcia, Kyle Oldham

Project Name: FM 3349 at US 79- Water Line scope

Item No.	Qty.	Unit	Description		Unit Price		Total
1	12	LF	16" C-905, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed	$	167.00	$	2,004.00
2	-10	LF	12" C-900, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed	$	91.00	$	(910.00)
3	125	LF	24" Steel Enc. Pipe, Bored; w/ 16" Restrained Joint C900 DR18 PVC Pipe: Installed	$	618.00	$	77,250.00
4	425	LF	24" Steel Enc. Pipe, Open Cut; w/ 16" Restrained Joint C900 DR18 PVC Pipe: Installed	$	238.00	$	101,150.00
5	-125	LF	20" Steel Enc. Pipe, Bored; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed	$	570.00	$	(71,250.00)
6	-425	LF	20" Steel Enc. Pipe, Open Cut; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed	$	143.00	$	(60,775.00)
7	4	EA	16" Gate Valve, Box, and Marker; Installed	$	14,250.00	$	57,000.00
8	-2	EA	12" Gate Valve, Box, and Marker; Installed	$	9,500.00	$	(19,000.00)
9	2	EA	16" Plug; Installed	$	8,500.00	$	17,000.00
~~10~~	~~1~~	~~EA~~	~~24" x 16" Cross; Installed~~	~~$~~	~~6,800.00~~	~~$~~	~~6,800.00~~
11	-1	EA	24" x 16" Tee; Installed	$	6,800.00	$	(6,800.00)
12	1	LS	Restock Fees associated with returns of materials that were already ordered	$	4,821.00	$	4,821.00
					Jonah Water Subtotal	**$**	**107,290.00**

TOTAL CHANGE ORDER #5 $ ~~**107,290.00**~~

$100,490

*Jonah Water Plan Changes, 5-16-2023

Subcontractor:
BY: Jeff Birkhead
Patin Construction, LLC

General Contractor
BY:
James Construction

Commissioners Court - Regular Session **50.**

Meeting Date: 10/17/2023

22IFB139 FM 3349 at US 79 - Change Order #7 (City of Hutto Mega Site)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 7 in the amount of $661,031.30 for Project 22IFB139 FM 3349 at US 79 (James Construction Group) P: 332 Funding Source: Road Bond.

Background

This Change Order adds southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto. Please see attached Change Order for additional details.

This Change Order results in a net increase of $661,031.30 to the Contract amount, for an adjusted Contract total of $83,457,012.48. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $1,515,974.35 has been added to the Contract, resulting in an 1.85% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB139-FM3349_CO#7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 08:29 AM
Form Started By: Julissa Vasquez		Started On: 10/11/2023 09:30 AM
Final Approval Date: 10/12/2023		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

1. CONTRACTOR: **James Construction Group**

2. Change Order Work Limits: Sta. **2490+35** to Sta. **2481+00**

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

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

Project:	***22IFB139***
Roadway:	***FM 3349***
CSJ Number:	***Williamson Co***

5. Describe the work being revised:

3F. Additional work desired by the County : This Change Order compensates the contractor for constructing the right turn lane of the southbound frontage road at FM3349 and Hutto Mega Site intersection. This work was requested and is 100% reimbursable by the Hutto Economic Development Corporation, Type B.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **197, 230, 346, 353-355, 374A, 401, 449A-C, 642**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

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

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

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

THE CONTRACTOR Date 10/2/2023

By X

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

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

Amount added by this change order: **$661,031.30**

RECOMMENDED FOR EXECUTION:

10/2/2023
Project Manager Date

N/A
Design Engineer Date

10/3/2023
Program Manager Date

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7 ***Project # 22IFB139***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110 6001	EXCAVATION (ROADWAY)	CY	$ 8.93	343,361.00	$ 3,066,213.73	958.00	344,319.00	$ 3,074,768.67	$ 8,554.94
132 6047	EMBANKMENT (FINAL) (ORD COMP) (TY C1)	CY	$ 34.12	175,092.00	$ 5,974,139.04	434.00	175,526.00	$ 5,988,947.12	$ 14,808.08
160 6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$ 0.59	479,063.00	$ 282,647.17	3,530.00	482,593.00	$ 284,729.87	$ 2,082.70
164 6035	DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	$ 0.35	488,743.00	$ 171,060.05	3,530.00	492,273.00	$ 172,295.55	$ 1,235.50
169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	$ 1.85	289,238.00	$ 535,090.30	3,530.00	292,768.00	$ 541,620.80	$ 6,530.50
169 6008	SOIL RETENTION BLANKETS (CL 2) (TY H)	SY	$ 12.50	51,883.00	$ 648,537.50	(2,983.00)	48,900.00	$ 611,250.00	$ (37,287.50)
247 6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	$ 45.78	49,780.00	$ 2,278,928.40	799.20	50,579.20	$ 2,315,515.78	$ 36,587.38
260 6011	LIME TRT (EXST MATL) (12")	SY	$ 0.10	155,495.20	$ 15,549.52	2,400.00	157,895.20	$ 15,789.52	$ 240.00
260 6012	LIME (HYD, COM OR QK)(SLURRY)	TON	$ 248.23	290.00	$ 71,986.70	68.40	358.40	$ 88,965.63	$ 16,978.93
310 6001	PRIME COAT (MULTI OPTION)	GAL	$ 5.00	25,959.10	$ 129,795.50	480.00	26,439.10	$ 132,195.50	$ 2,400.00
402 6001	TRENCH EXCAVATION PROTECTION	LF	$ 1.09	2,809.00	$ 3,061.81	140.00	2,949.00	$ 3,214.41	$ 152.60
432 6031	RIPRAP (STONE PROTECTION) (12 IN)	CY	$ 102.89	1,289.00	$ 132,625.21	75.70	1,364.70	$ 140,413.98	$ 7,788.77
529 6008	CONC CURB & GUTTER (TY II)	LF	$ 22.13	34,643.00	$ 766,649.59	194.00	34,837.00	$ 770,942.81	$ 4,293.22
618 6023	CONDT (PVC) (SCH 40) (2")	LF	$ 11.00	21,827.00	$ 240,097.00	(106.00)	21,721.00	$ 238,931.00	$ (1,166.00)
620 6007	ELEC CONDR (NO.8) BARE	LF	$ 1.75	16,770.00	$ 29,347.50	(106.00)	16,664.00	$ 29,162.00	$ (185.50)
620 6008	ELEC CONDR (NO.8) INSULATED	LF	$ 2.25	33,540.00	$75,465.00	(212.00)	33,328.00	$ 74,988.00	$ (477.00)
TOTALS					$ 14,421,194.02			$ 14,483,730.64	$ 62,536.62

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7 ***Project # 22IFB139***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	$ 585.00	65.00	$ 38,025.00	2.00	67.00	$ 39,195.00	$1,170.00
666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	$ 1.00	9,505.00	$ 9,505.00	435.00	9,940.00	$ 9,940.00	$435.00
666 6184	REFL PAV MRK TY II (W) (ARROW)	EA	$ 85.00	2.00	$ 170.00	2.00	4.00	$ 340.00	$170.00
666 6192	REFL PAV MRK TY II (W) (WORD)	EA	$ 95.00	2.00	$ 190.00	2.00	4.00	$ 380.00	$190.00
666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	$ 0.40	7,316.00	$ 2,926.40	435.00	7,751.00	$ 3,100.40	$174.00
666 6342	REF PROF PAV MRK TY I(W)4"(SLD)(100MIL)	LF	$ 0.75	38,903.00	$ 29,177.25	(424.00)	38,479.00	$ 28,859.25	($318.00)
672 6010	REFL PAV MRKR TY II-C-R	EA	$ 3.25	882.00	$ 2,866.50	22.00	904.00	$ 2,938.00	$71.50
3076 6001	D-GR HMA TY-B PG64-22	TON	$ 102.00	21,528.00	$ 2,195,856.00	379.50	21,907.50	$ 2,234,565.00	$38,709.00
3076 6048	D-GR HMA TY-D PG76-22	TON	$ 122.00	11,028.00	$ 1,345,416.00	189.75	11,217.75	$ 1,368,565.50	$23,149.50
3081 6008	TOM-C PG 76-22 SAC-B	TON	$ 167.00	8,223.00	$ 1,373,241.00	127.60	8,350.60	$ 1,394,550.20	$21,309.20
3084 6001	BONDING COURSE	GAL	$ 4.35	20,321.70	$ 88,399.40	396.00	20,717.70	$ 90,122.00	$1,722.60
5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	$ 1.11	145,629.00	$ 161,648.19	2,400.00	148,029.00	$ 164,312.19	$2,664.00
J106-01	24" C-151/PC200 D.I. PIPE/POLY TUBE PROT	LF	$ 185.00	10,689.00	$ 1,977,465.00	(200.00)	10,489.00	$ 1,940,465.00	($37,000.00)
J106-02	24" C-151/PC200 D.I. RESTRAINED JT PIPE/POLY	LF	$ 256.00	1,048.00	$ 268,288.00	25.00	1,073.00	$ 274,688.00	$6,400.00
J106-14	36" STEEL ENC. PIPE/OPEN CUT w/ 24" RESTRAINED JT	LF	$ 653.00	886.00	$ 578,558.00	175.00	1,061.00	$ 692,833.00	$114,275.00
J106-31	AIR/VAC RELIEF VALVE ASSEM & MARKER(INSTL)	EA	$ 22,804.00	8.00	$ 182,432.00	1.00	9.00	$ 205,236.00	$22,804.00
J106-47	COMPACTED GRAVEL DRIVE REPLACE	SF	$ 4.29	537.00	$ 2,303.73	72.00	609.00	$ 2,612.61	$308.88
J106-55	EXTRA DEPTH CONST FOR DEEPER WL- LABOR; EQ; FUEL	LF	$ 58.30	0.00	$ -	1,100.00	1,100.00	$ 64,130.00	$64,130.00
J106-56	TRENCH SAFETY- ADDITIONAL TRENCH PROT FOR DEEPER WL	LF	$ 5.30	0.00	$ -	1,100.00	1,100.00	$ 5,830.00	$5,830.00
462 6012	CONC BOX CULV (6FTX5FT)	LF	$ 760.00	0.00	$ -	280.00	280.00	$ 212,800.00	$ 212,800.00
466 6182	WINGWALL (PW - 1) (HW=7 FT)	EA	$ 59,750.00	0.00	$ -	2.00	2.00	$ 119,500.00	$ 119,500.00
The "Totals" from Table B of the previous work sheet:					$ 14,421,194.02			$ 14,483,730.64	$ 62,536.62
TOTALS					$ 22,677,661.49			$ 23,338,692.79	$661,031.30

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 7

Reason for Change

This Change Order compensates the contractor for constructing the right turn lane of the southbound frontage road at FM3349 and Hutto Mega Site intersection. This work was requested and is 100% reimbursable by the Hutto Economic Development Corporation, Type B.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
J106-55	EXTRA DEPTH CONST FOR DEEPER WL- LABOR; EQ; FUEL	1100	LF
J106-56	TRENCH SAFETY- ADDITIONAL TRENCH PROT FOR DEEPER WL	1100	LF
462 6012	CONC BOX CULV (6FTX5FT)	280	LF
466 6182	WINGWALL (PW - 1) (HW=7 FT)	2	EA

This Change Order results in a net increase of $661,031.30 to the Contract amount, for an adjusted Contract total of $83,457,012.48. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $1,515,974.35 has been added to the Contract, resulting in an 1.85% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

US 79 AND FM 3349 INTERSECTION IMPROVEMENT PROJECT
HUTTO EDC SOUTHBOUND FRONTAGE ROAD RIGHT TURN LANE
TAYLOR, TX

CHANGE ORDER #2 PLANS

03/21/2023



03/21/2023

PREPARED BY:

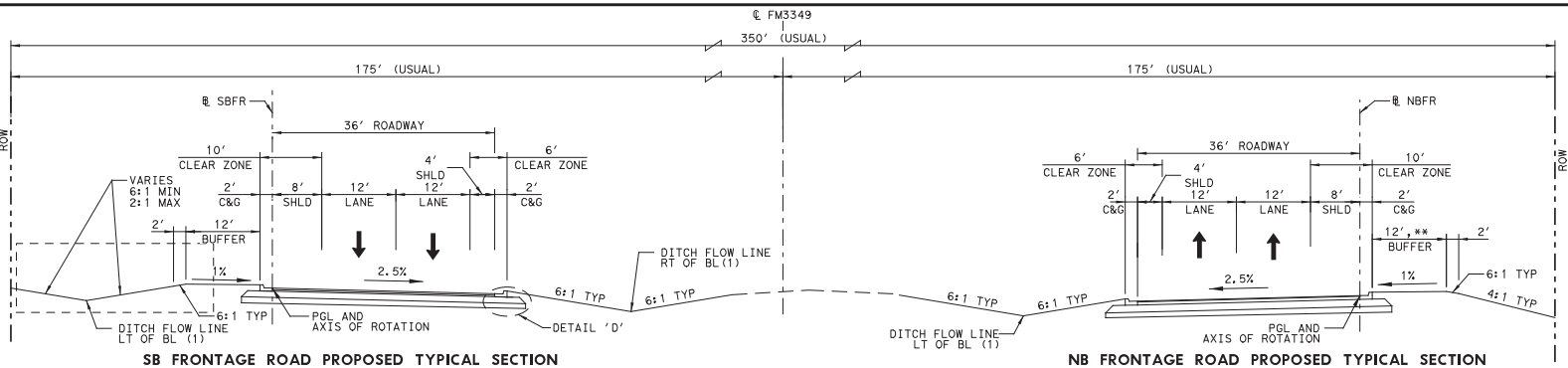
HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

WILLIAMSON COUNTY
1848

Texas Department of Transportation

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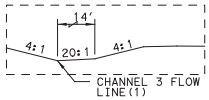
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STA 2532+25 TO STA 2543+40

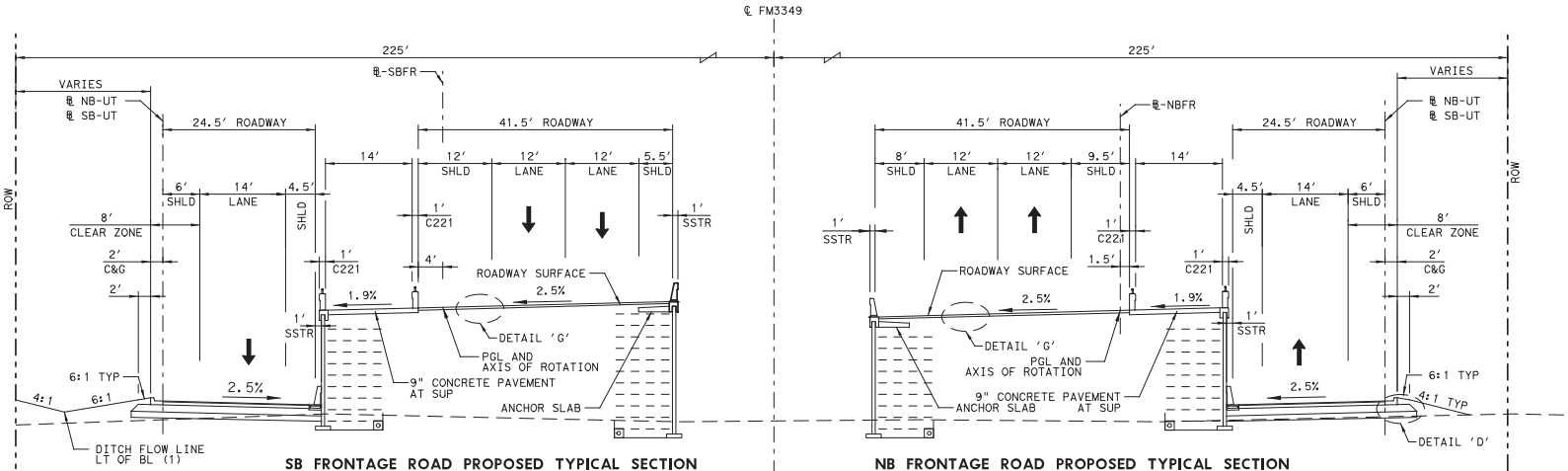
NB FRONTAGE ROAD PROPOSED TYPICAL SECTION

STA 1443+80 TO STA 1455+65
STA 1456+75 TO STA 1511+00

** 2' BUFFER FROM STA 1458+30 TO 1465+04,
4' BUFFER FROM STA 1478+60 TO 1501+00,
1.5' BUFFER FROM 1501+50 TO 1511+00



STA 2462+50 TO 2500+00



SB FRONTAGE ROAD PROPOSED TYPICAL SECTION

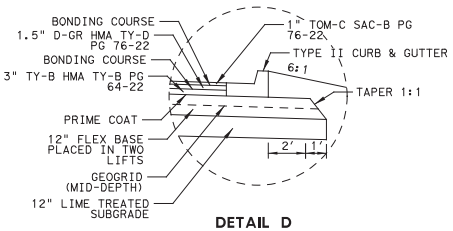
STA 2506+75 TO STA 2510+04.70
STA 2528+23.70 TO STA 2532+25

NB FRONTAGE ROAD PROPOSED TYPICAL SECTION

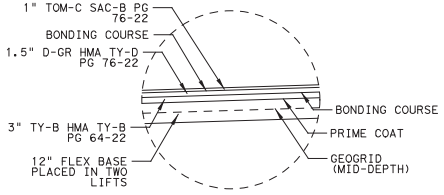
STA 1511+00 TO STA 1513+89.56
STA 1533+03.56 TO STA 1537+00

NOTE:

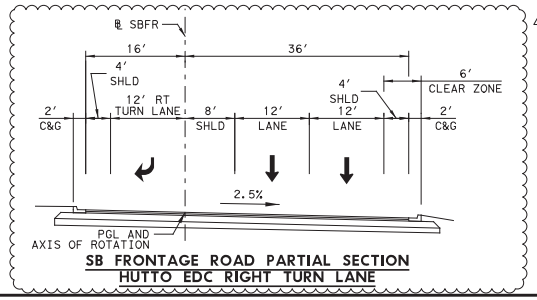
(1) SEE DRAINAGE PLAN AND PROFILE FOR DITCH ELEVATIONS AND DITCH FLOW CALCULATIONS TABLE FOR VARIANCES IN SIDE SLOPES.



DETAIL D



DETAIL G



SB FRONTAGE ROAD PARTIAL SECTION
HUTTO EDC RIGHT TURN LANE

PHILIP A. FULTON
73469
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS

03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

PROPOSED TYPICAL SECTIONS

SHEET 2 OF 5

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
FT	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	14
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

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FM 3349-EARTHWORK QUANTITIES

STATION	ITEM 110 6001 EXCAVATION (ROADWAY) (CY)	ITEM 132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C) (CY)
418+00	0	0
418+50	32	5
419+00	60	8
419+50	76	7
420+00	97	5
420+50	113	10
421+00	110	23
421+50	106	51
422+00	157	94
422+50	189	151
423+00	184	215
423+50	230	264
424+00	298	272
424+50	344	302
425+00	317	529
425+50	258	721
426+00	267	700
426+50	246	772
427+00	178	919
427+50	213	1012
428+00	218	1075
428+50	159	1114
429+00	149	1140
429+50	155	1157
430+00	169	1177
430+50	179	1191
431+00	195	1174
431+50	224	1107
432+00	286	941
432+50	337	828
433+00	392	763
433+50	468	641
434+00	523	538
434+50	605	496
435+00	736	464
435+50	900	374
436+00	1070	298
436+50	1208	256
437+00	1301	221
437+50	1351	184
438+00	1396	225
438+50	1472	219
439+00	1656	146
439+50	1984	124
440+00	1878	123
440+50	1433	152
441+00	1205	185
441+50	1119	236
442+00	1100	276
442+50	1024	356
443+00	929	449
443+50	875	482
444+00	841	518
444+50	828	530
445+00	1363	537
445+50	1244	629
446+00	507	766
446+50	380	889
447+00	300	1049

FM 3349-EARTHWORK QUANTITIES (CONTINUED)

STATION	ITEM 110 6001 EXCAVATION (ROADWAY) (CY)	ITEM 132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C) (CY)
447+50	228	1218
448+00	161	1425
448+50	115	1695
449+00	89	1886
449+50	107	1924
450+00	112	2146
450+50	73	2514
451+00	65	2679
451+50	82	2608
451+73	45	1091
452+00	66	1040
452+50	215	1439
452+83	287	854
453+00	215	453
453+50	683	1771
454+00	714	1903
454+50	707	1264
455+00	873	983
455+50	959	962
456+00	847	740
456+50	904	495
457+00	1002	329
457+50	1101	179
458+00	1159	138
458+50	1267	115
459+00	1416	50
459+50	1546	12
460+00	1680	15
460+50	1783	17
461+00	1619	18
461+50	1616	22
462+00	1761	23
462+50	1655	25
462+73	582	9
463+00	1023	7
463+09	587	2
463+50	2630	10
464+00	3113	12
464+50	3058	15
465+00	3033	19
465+50	2936	16
466+00	2745	14
466+27	1365	8
466+50	1038	7
467+00	2172	21
467+50	2112	26
468+00	2072	38
468+50	2001	47
469+00	1985	44
469+50	1996	43
470+00	1990	44
470+50	2021	33
471+00	1905	40
471+50	1833	52
472+00	1897	48
472+50	1844	55
473+00	1769	66
473+50	1705	72
474+00	1654	80

FM 3349-EARTHWORK QUANTITIES (CONTINUED)

STATION	ITEM 110 6001 EXCAVATION (ROADWAY) (CY)	ITEM 132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C) (CY)
474+50	1640	88
475+00	1718	80
475+50	1685	81
476+00	1601	96
476+50	1618	105
477+00	1602	114
477+50	1588	132
478+00	1596	189
478+50	1605	243
479+00	1545	239
479+50	1345	231
480+00	1381	209
480+50	1525	176
481+00	1480	156
481+50	1467	139
482+00	1446	127
482+50	1477	145
483+00	1685	124
483+50	1953	69
484+00	2292	61
484+50	2048	85
485+00	1539	109
485+50	1488	106
486+00	1430	102
486+50	1359	102
487+00	1331	101
487+50	1338	98
488+00	1321	99
488+50	1281	103
489+00	1248	105
489+50	1220	104
490+00	1196	102
490+50	1182	107
491+00	1162	120
491+50	1126	132
492+00	1082	147
492+50	1042	165
493+00	1010	184
493+50	979	201
494+00	946	218
494+50	899	249
495+00	842	284
495+50	791	314
496+00	762	337
496+50	741	351
497+00	709	356
497+50	661	358
498+00	619	366
498+50	588	389
499+00	557	420
499+50	435	463
500+00	317	476
500+50	325	460
501+00	365	453
501+50	402	456
502+00	435	464
502+50	478	453
503+00	532	425
503+50	593	391

FM 3349-EARTHWORK QUANTITIES (CONTINUED)

STATION	ITEM 110 6001 EXCAVATION (ROADWAY) (CY)	ITEM 132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C) (CY)
504+00	664	364
504+50	723	341
505+00	750	323
505+50	792	322
506+00	861	343
506+50	1175	383
507+00	1201	479
507+50	949	621
508+00	927	798
508+50	856	1039
509+00	755	1344
509+50	651	1603
509+69	230	612
510+00	327	937
510+09	63	355
510+50	250	1200
511+00	547	1089
511+50	671	970
512+00	818	736
512+50	951	520
513+00	1059	315
513+50	993	207
514+00	843	278
514+50	631	336
515+00	385	179
515+50	304	22
516+00	314	0
516+50	526	0
517+00	557	0
517+50	331	0
518+00	207	0
518+50	73	0
519+00	0	0
519+50	0	0
520+00	0	0
520+50	0	0
521+00	525	78
521+50	821	188
522+00	623	166
522+50	565	125
523+00	313	191
523+50	1062	132
524+00	1713	70
524+50	1388	104
525+00	1220	109
525+50	1042	165
526+00	902	222
526+50	834	192
527+00	877	142
527+50	941	119
528+00	931	77
528+39	690	48
528+50	182	76
528+73	365	401
529+00	389	547
529+50	739	836
530+00	733	592
530+50	861	397
531+00	1185	219

FM 3349-EARTHWORK QUANTITIES (CONTINUED)

STATION	ITEM 110 6001 EXCAVATION (ROADWAY) (CY)	ITEM 132 6006 EMBANKMENT (FINAL) (DENS CONT) (TY C) (CY)
531+50	1467	141
532+00	1706	134
532+50	1785	88
533+00	1723	68
533+50	2065	32
534+00	2278	16
534+50	2013	49
535+00	1875	64
535+50	1830	62
536+00	1846	54
536+50	1765	39
537+00	1605	26
537+50	1671	20
538+00	1714	29
538+50	1625	39
539+00	1536	49
539+50	1562	48
540+00	1748	47
540+50	1791	58
541+00	1639	69
541+50	1354	107
542+00	1134	115
542+50	1127	363
543+00	1150	724
543+50	1020	426
544+00	869	52
544+50	803	77
545+00	751	89
545+50	761	80
546+00	769	68
546+50	772	71
547+00	757	77
547+50	744	71
548+00	728	59

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY 1848

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

SUMMARY OF QUANTITIES

SHEET 7 OF 17

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
FT	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	25
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

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SUMMARY OF ILLUMINATION QUANTITIES

PLAN SHEET NO.	STATION TO STATION	0416 6029 DRILL SHAFT (RDWY ILL POLE) (30 IN) LF	0432 6001 RIPRAP (CONC) (4 IN) CY	0610 6106 IN RD IL (U/P) (TY 2) (150W EQ) LED EA	0610 6208 IN RD IL (TY SA) 40S-10 (250W EQ) LED EA	0610 6216 IN RD IL (TY SA) 40T-10 (250W EQ) LED EA	0618 6023 CONDT (PVC) (SCH 40) (2") LF	0618 6064 CONDT (RM) (1") LF	0620 6005 ELEC CONDR (NO.10) BARE LF	0620 6006 ELEC CONDR (NO.10) INSULATED LF	0620 6007 ELEC CONDR (NO.8) BARE LF	0620 6008 ELEC CONDR (NO.8) INSULATED LF	0624 6002 GROUND BOX TY A (122311) W/APRON EA	0628 6049 ELC SRV TY A 240/480 060 (NS) SS (T) SP (O) EA
ILLUMINATION SHEETS														
698	BEGIN TO 426+00	32	1.68			4	844				874	1748	1	
699	426+00 TO 437+00	24	1.61			3	1281				1316	2632	2	
700	437+00 TO 448+00	32	1.96			4	1543				1578	3156	2	1
701	481+00 TO 492+00	16	1.26	1		2	1075	1			1095	2190	2	1
702	492+00 TO 503+00	48	2.66			6	1768				1813	3626	3	1
703	503+00 TO 514+00	8	0.91		7	1	5682		2277	4554	3526	7052	2	
704	514+00 TO 525+00				7		3007		1316	2632	1841	3682		
705	525+00 TO 536+00	8	0.91		8	1	4180		2119	4238	2191	4382	2	1
706	536+00 TO 547+00	64	3.64			8	2370				2445	4890	4	1
707	547+00 TO 558+00	32	2.24			4	1339				1379	2758	3	
708	558+00 TO END	24	1.05			3	461				476	952		
709	UNDERPASS			8	4			518	578	1156				
710	UNDERPASS			8	1			475	535	1070				
ILLUMINATION TOTALS		288	17.92	16	27	36	23536	1 993	6825	13650	18534	37068	1 21	4

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY 1848

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

SUMMARY OF QUANTITIES

SHEET 13 OF 17

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
GRM	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
GRM	TEXAS	AUS	WILLIAMSON	
CHECK PKD	CONTROL	SECTION	JOB	31
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ITEM	DESCRIPTION	CO #2 DELTA QUANTITY	UNIT MEASURE
110 6001	EXCAVATION (ROADWAY)	958.00	CY
132 6047	EMBANKMENT (FINAL) (ORD COMP) (TY C1)	434.00	CY
160 6003	FURNISHING AND PLACING TOPSOIL (4")	3,530.00	SY
164 6035	DRILL SEEDING (PERM) (RURAL) (CLAY)	3,530.00	SY
169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	3,530.00	SY
169 6008	SOIL RETENTION BLANKETS (CL 2) (TY H)	(2,983.00)	SY
247 6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	799.20	CY
260 6011	LIME TRT (EXST MATL) (12")	2,400.00	SY
260 6043	LIME (HYD, COM OR QK)(SLURRY)	68.40	TON
310 6001	PRIME COAT (MULTI OPTION)	480.00	GAL
402 6001	TRENCH EXCAVATION PROTECTION	140.00	LF
432 6031	RIPRAP (STONE PROTECTION) (12 IN)	75.70	CY
462 6012	CONC BOX CULV (6FTX5FT)	280.00	LF
466 6182	WINGWALL (PW - 1) (HW=7 FT)	2.00	EA
529 6008	CONC CURB & GUTTER (TY II)	194.00	LF
618 6023	CONDT (PVC) (SCH 40) (2")	(106.00)	LF
620 6007	ELEC CONDR (NO.8) BARE	(106.00)	LF
620 6008	ELEC CONDR (NO.8) INSULATED	(212.00)	LF
644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	2.00	EA
666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	435.00	LF
666 6184	REFL PAV MRK TY II (W) (ARROW)	2.00	EA
666 6192	REFL PAV MRK TY II (W) (WORD)	2.00	EA
666 6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	435.00	LF
666 6342	REF PROF PAV MRK TY I(W)4"(SLD)(100MIL)	(424.00)	LF
672 6010	REFL PAV MRKR TY II-C-R	22.00	EA
3076 6001	D-GR HMA TY-B PG64-22	379.50	TON
3076 6048	D-GR HMA TY-D PG76-22	189.75	TON
3081 6008	TOM-C PG 76-22 SAC-B	127.60	TON
3084 6001	BONDING COURSE	396.00	GAL
5001 6002	GEOGRID BASE REINFORCEMENT (TY II)	2,400.00	SY

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

SUMMARY OF QUANTITIES CHANGE ORDER #2

SHEET 1 OF 1

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
FT	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	35B
CHECK	3486	01	008, ETC	

SHEET 35B

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USER: BRTORRES
FILE: FM3349-SUMM-SW3P01.dgn

PENTABLE: 10254515.tbl
DATE: 2/27/2023 TIME: 2:16:04 PM SCALE: NI

SUMMARY OF SMALL SIGNS

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN	DIMENSIONS	FLAT ALUMINUM (TYPE A)	EXAL ALUMINUM (TYPE G)	SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX) POST TYPE	POSTS	ANCHOR TYPE	MOUNTING DESIGNATION		BRIDGE MOUNT CLEARANCE SIGNS (See Note 2)
							FRP = Fiberglass TWT = Thin-Wall 10BWG = 10 BWG S80 = Sch 80	1 or 2	UA=Universal Conc UB=Universal Bolt SA=Slipbase-Conc SB=Slipbase-Bolt WS=Wedge Steel WP=Wedge Plastic	PREFABRICATED P = "Plain" T = "T" U = "U"	1EXT or 2EXT = # of Ext BM = Extruded Wind Beam WC = 1.12 #/ft Wing Channel EXAL= Extruded Alum Sign Panels	TY = TYPE TY N TY S
3of14	31	M3-1	NORTH	24X12	X		10BWG	1	SA	P		
		M1-6F	FM 3349	24X24	X							
	32	R1-1	STOP	36X36	X		10BWG	1	SA	P	BM	
	33	R1-1	STOP	36X36	X		10BWG	1	SA	P	BM	
	34	R1-1	STOP	36X36	X		10BWG	1	SA	P	BM	
4of14	1	R5-1a	WRONG WAY	42X30	X		10BWG	1	SA	U		
	2	R5-1a	WRONG WAY	42X30	X		10BWG	1	SA	U		
	3	D21-1TR	CR 132 ⟶	54X12	X		10BWG	1	SA	T		
	4	W8-13aT	BRIDGE MAY ICE IN COLD WEATHER	36X36	X		10BWG	1	SA	T		
	5	-	SIGN OMITTED									
	6	R2-1	SPEED LIMIT 65	30X36	X		10BWG	1	SA	P		
5of14	1	W9-2TR	LANE ENDS MERGE RIGHT	36X36	X		10BWG	1	SA	T		
	2	W9-2TR	LANE ENDS MERGE RIGHT	36X36	X		10BWG	1	SA	T		
6of14	1	R5-1a	WRONG WAY	42X30	X		10BWG	1	SA	U		
	2	R5-1a	WRONG WAY	42X30	X		10BWG	1	SA	U		
7of14	1	R2-1	SPEED LIMIT 65	30X36	X		10BWG	1	SA	P		
	2	R6-1L	ONE WAY	54X18	X		10BWG	1	SA	T		
	3	R6-1L	ONE WAY	54X18	X		10BWG	1	SA	P	BM	
		R1-1	STOP	36X36	X							
	4	R5-1	DO NOT ENTER	36X36	X		10BWG	1	SA	T		
	5	R5-1	DO NOT ENTER	36X36	X		10BWG	1	SA	T		
	6	R5-1a	WRONG WAY	42X30	X		10BWG	1	SA	U		
	7	R5-1a	WRONG WAY	42X30	X		10BWG	1	SA	U		
	8	M3-3	SOUTH	24X12	X		10BWG	1	SA	P		
		M1-6F	FM 3349	24X24	X							
	9	R5-1	DO NOT ENTER	36X36	X		10BWG	1	SA	T		
	10	R5-1	DO NOT ENTER	36X36	X		10BWG	1	SA	T		
	11	R6-1L	ONE WAY	54X18	X		10BWG	1	SA	P	BM	
		R1-1	STOP	36X36	X							
	12	R6-1L	ONE WAY	54X18	X		10BWG	1	SA	T		
	13	R3-7R	RIGHT LANE MUST TURN RIGHT	36X36	X		10BWG	1	SA	T		
	14	R3-7R	RIGHT LANE MUST TURN RIGHT	36X36	X		10BWG	1	SA	T		

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DATE: 2/27/2023 2:16:02 PM
FILE: $FILE$

STATE OF TEXAS
PHILIP A. FULTON
73469
REGISTERED PROFESSIONAL ENGINEER

03/21/2023

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

NOTE:

1. Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.
2. For installation of bridge mount clearance signs, see Bridge Mounted Clearance Sign Assembly (BMCS)Standard Sheet.
3. For Sign Support Descriptive Codes, see Sign Mounting Details Small Roadside Signs General Notes & Details SMD(GEN).

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

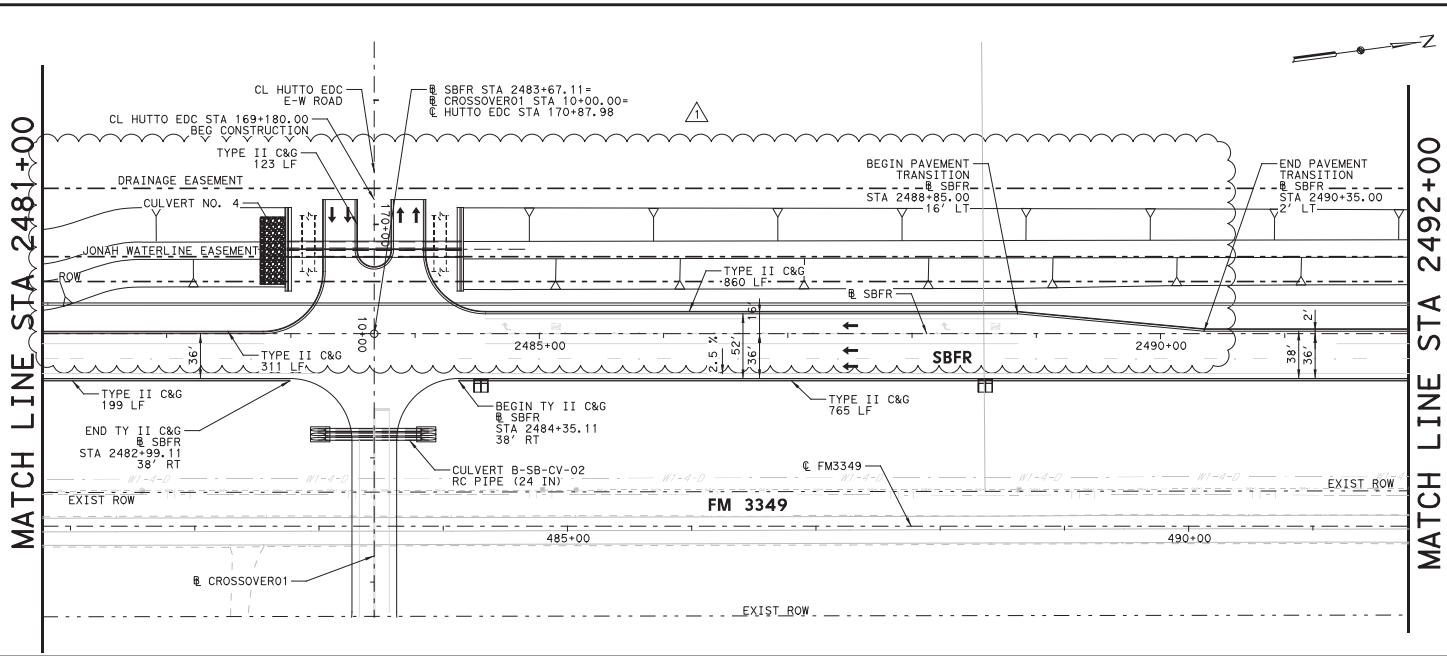
Texas Department of Transportation

Traffic Operations Division Standard

SUMMARY OF SMALL SIGNS

SOSS

FILE:	sums16.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	May 1987	CONT	SECT	JOB	HIGHWAY
REVISIONS		3486	01	008, ETC	FM 3349
4-16		DIST	COUNTY		SHEET NO.
8-16		AUS	WILLIAMSON		39



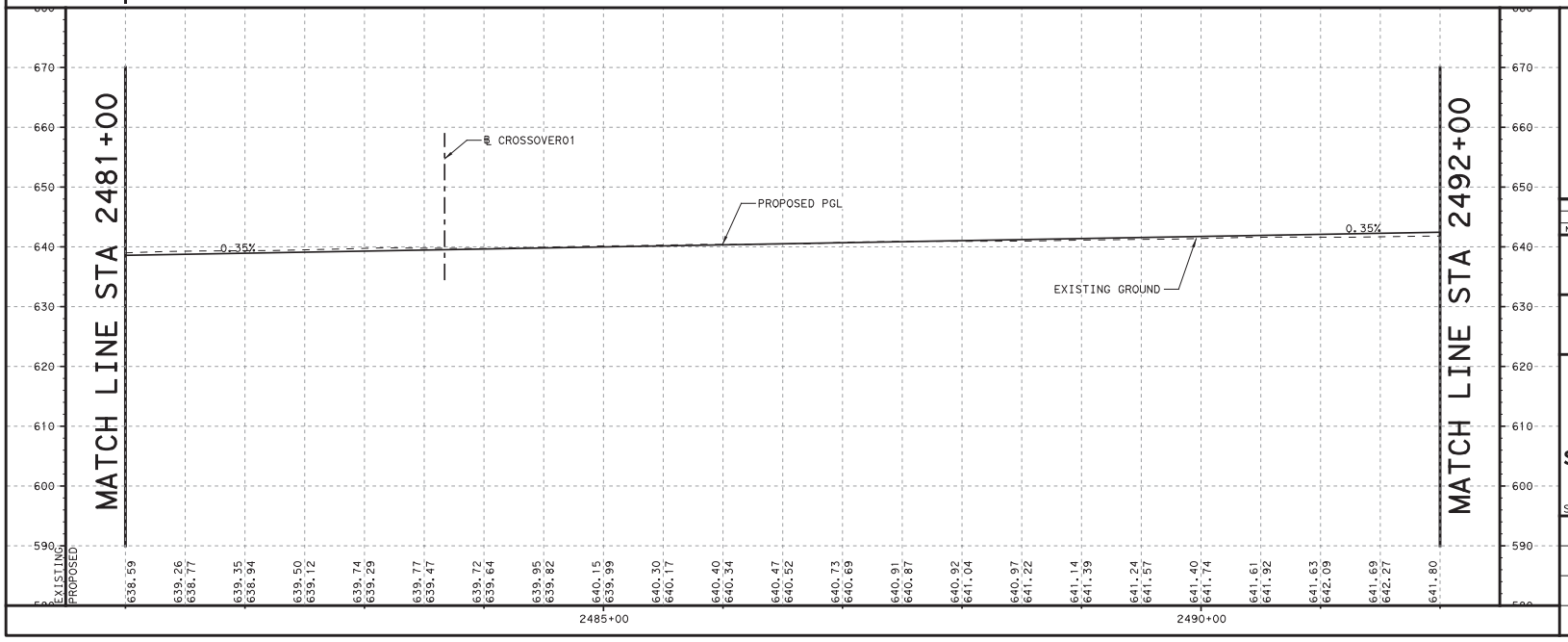
LEGEND

- PROPERTY LINE (WILLIAMSON CENTRAL APPRAISAL DISTRICT)
- EXISTING ROW
- ROW
- LEVEL-UP AND OVERLAY
- MILL AND OVERLAY
- WIDENING
- PROPOSED EDGE OF PAVEMENT
- PROPOSED RETAINING WALL
- SAWCUT
- TRAVEL LANE

NOTES:

1. SEE HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
2. REFER TO DRAINAGE, BRIDGE AND RETAINING WALL SHEETS FOR APPLICABLE DETAILS.
3. DIMENSION ARE TO THE LIP OF GUTTER UNLESS NOTED OTHERWISE.
4. PROVIDE 10' LENGTH CURB HEIGHT TRANSITION AT THE BEGINNING AND END OF THE TYPE II CURB AND GUTTER. REFER TO STANDARD DETAILS.
5. CONTRACTOR TO VERIFY GATE LOCATION PRIOR TO PLACEMENT

H: 0 50 100 150 200
V: 0 10 20 30 40
SCALE IN FEET



PHILIP A. FULTON 73469 REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS

03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

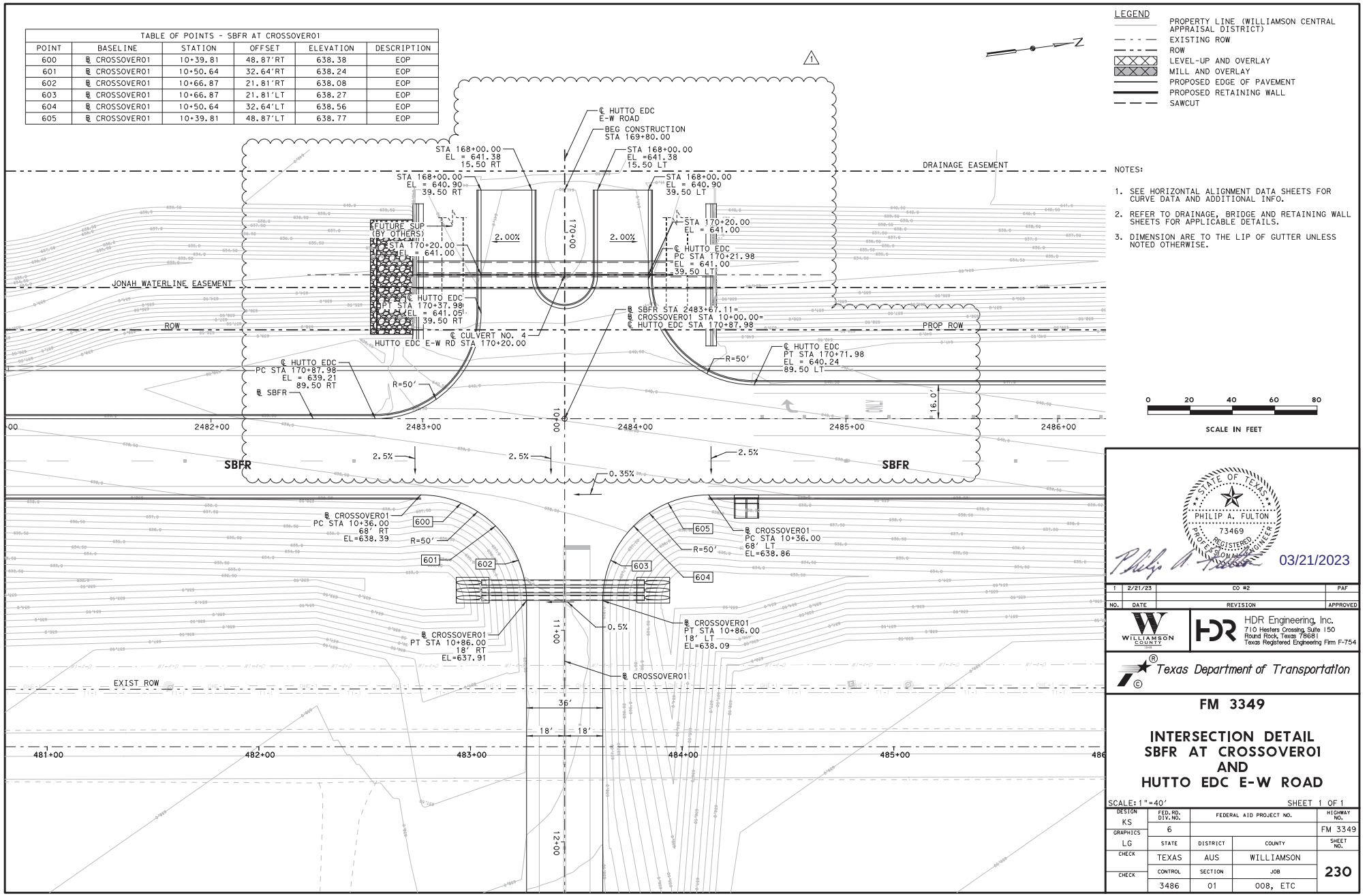
FM 3349

PLAN AND PROFILE SBFR STA 2481+00 TO STA 2492+00

SCALE: 1"=100' SHEET 7 OF 12

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	197
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

PLOT DRIVER: TxDOT_PDF_BW.pltcfg
USER: BRTORRES
FILE: SB Roadway Plan and Profile Sheet 7
PENTABLE: 10254515.tbl
DATE: 2/27/2023 TIME: 2:16:16 PM
SCALE: 1:100



PLOT DRIVER: TxDOT_PDF_BW.pltcfg
USER: BRTORRES
FILE: Intersections Plan of SBFR-XOVER Sheet 3
PENTABLE: 1025415.tbl
DATE: 2/27/2023 TIME: 2:16:19 PM SCALE: 1:40

STATE OF TEXAS
PHILIP A. FULTON
73469
REGISTERED PROFESSIONAL ENGINEER
03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

INTERSECTION DETAIL SBFR AT CROSSOVER01 AND HUTTO EDC E-W ROAD

SCALE: 1"=40' SHEET 1 OF 1

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	230
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

CHANNEL CULVERT 1 CL "℄ CHANNEL1"

	STATION	NORTHING	EASTING
Element: Linear			
POB ( )	94+61.06	10171323.214	3192914.549
PC ( )	96+50.01	10171287.059	3193100.006
Tangent Direction:	S 78°58'06.91" E		
Tangent Length:	188.9485		
Element: Circular			
PC ( )	96+50.01	10171287.059	3193100.006
PI ( )	96+66.23	10171283.954	3193115.931
CC ( )		10171188.907	3193080.871
PT ( )	96+82.18	10171275.974	3193130.058
Radius:	100.0000		
Delta:	18°25'55.29" Right		
Degree of Curvature(Arc):	57°17'44.81"		
Length:	32.1700		
Tangent:	16.2251		
Chord:	32.0314		
Middle Ordinate:	1.2908		
External:	1.3077		
Tangent Direction:	S 78°58'06.91" E		
Radial Direction:	S 11°01'53.09" W		
Chord Direction:	S 69°45'09.26" E		
Radial Direction:	S 29°27'48.38" W		
Tangent Direction:	S 60°32'11.62" E		
Element: Linear			
PT ( )	96+82.18	10171275.974	3193130.058
PC ( )	99+05.49	10171166.134	3193324.489
Tangent Direction:	S 60°32'11.62" E		
Tangent Length:	223.3115		
Element: Circular			
PC ( )	99+05.49	10171166.134	3193324.489
PI ( )	99+23.77	10171157.140	3193340.408
CC ( )		10171079.067	3193275.302
PT ( )	99+41.66	10171143.095	3193352.115
Radius:	100.0000		
Delta:	20°43'24.18" Right		
Degree of Curvature(Arc):	57°17'44.81"		
Length:	36.1691		
Tangent:	18.2843		
Chord:	35.9723		
Middle Ordinate:	1.6308		
External:	1.6578		
Tangent Direction:	S 60°32'11.62" E		
Radial Direction:	S 29°27'48.38" W		
Chord Direction:	S 50°10'29.53" E		
Radial Direction:	S 50°11'12.56" W		
Tangent Direction:	S 39°48'47.44" E		
Element: Linear			
PT ( )	99+41.66	10171143.095	3193352.115
POE ( )	100+00.00	10171098.279	3193389.472
Tangent Direction:	S 39°48'47.44" E		
Tangent Length:	58.3443		

CHANNEL CULVERT 2 CL "℄ CHANNEL2"

	STATION	NORTHING	EASTING
Element: Linear			
POB ( )	93+91.19	10171450.771	3192932.090
PC ( )	95+74.06	10171414.132	3193111.252
Tangent Direction:	S 78°26'32.24" E		
Tangent Length:	182.8704		
Element: Circular			
PC ( )	95+74.06	10171414.132	3193111.252
PI ( )	96+11.20	10171406.689	3193147.648
CC ( )		10171316.159	3193091.217
PT ( )	96+45.19	10171377.290	3193170.357
Radius:	100.0000		
Delta:	40°45'30.43" Right		
Degree of Curvature(Arc):	57°17'44.81"		
Length:	71.1369		
Tangent:	37.1484		
Chord:	69.6464		
Middle Ordinate:	6.2592		
External:	6.6771		
Tangent Direction:	S 78°26'32.24" E		
Radial Direction:	S 11°33'27.76" W		
Chord Direction:	S 58°03'47.03" E		
Radial Direction:	S 52°18'58.18" W		
Tangent Direction:	S 37°41'01.82" E		
Element: Linear			
PT ( )	96+45.19	10171377.290	3193170.357
PC ( )	99+21.51	10171158.611	3193339.272
Tangent Direction:	S 37°41'01.82" E		
Tangent Length:	276.3202		
Element: Circular			
PC ( )	99+21.51	10171158.611	3193339.272
PI ( )	99+23.37	10171157.140	3193340.408
CC ( )		10171219.741	3193418.412
PT ( )	99+25.23	10171155.713	3193341.598
Radius:	100.0000		
Delta:	2°07'45.62" Left		
Degree of Curvature(Arc):	57°17'44.81"		
Length:	3.7164		
Tangent:	1.8584		
Chord:	3.7162		
Middle Ordinate:	0.0173		
External:	0.0173		
Tangent Direction:	S 37°41'01.82" E		
Radial Direction:	S 52°18'58.18" W		
Chord Direction:	S 38°44'54.63" E		
Radial Direction:	S 50°11'12.56" W		
Tangent Direction:	S 39°48'47.44" E		
Element: Linear			
PT ( )	99+25.23	10171155.713	3193341.598
POE ( )	100+00.00	10171098.279	3193389.472
Tangent Direction:	S 39°48'47.44" E		
Tangent Length:	74.7702		

CHANNEL CULVERT 3 CL "℄ CHANNEL3" CONTINUED

	STATION	NORTHING	EASTING
Element: Linear			
PT ( )	88+27.57	10172114.921	3193184.502
PC ( )	94+11.58	10171536.437	3193104.297
Tangent Direction:	262.1°		
Tangent Length:	584.0175		
Element: Circular			
PC ( )	94+11.58	10171536.437	3193104.297
PI ( )	94+74.60	10171474.015	3193095.643
CC ( )		10171515.837	3193252.876
PT ( )	95+30.91	10171424.142	3193134.167
Radius:	150.0000		
Delta:	45.6° Left		
Degree of Curvature(Arc):	38.2°		
Length:	119.3212		
Tangent:	63.0193		
Chord:	116.2000		
Middle Ordinate:	11.7090		
External:	12.7004		
Tangent Direction:	262.1°		
Radial Direction:	172.1°		
Chord Direction:	284.9°		
Radial Direction:	217.7°		
Tangent Direction:	307.7°		
Element: Linear			
PT ( )	95+30.91	10171424.142	3193134.167
PC ( )	98+66.43	10171158.611	3193339.272
Tangent Direction:	307.7°		
Tangent Length:	335.5216		
Element: Circular			
PC ( )	98+66.43	10171158.611	3193339.272
PI ( )	98+68.29	10171157.140	3193340.408
CC ( )		10171219.741	3193418.412
PT ( )	98+70.14	10171155.713	3193341.598
Radius:	100.0000		
Delta:	2.1° Left		
Degree of Curvature(Arc):	57.3°		
Length:	3.7164		
Tangent:	1.8584		
Chord:	3.7162		
Middle Ordinate:	0.0173		
External:	0.0173		
Tangent Direction:	307.7°		
Radial Direction:	217.7°		
Chord Direction:	308.7°		
Radial Direction:	219.8°		
Tangent Direction:	309.8°		
Element: Linear			
PT ( )	98+70.14	10171155.713	3193341.598
POE ( )	99+44.91	10171098.279	3193389.472
Tangent Direction:	309.8°		
Tangent Length:	74.7702		

CHANNEL CULVERT 3 CL "℄ CHANNEL3"

	STATION	NORTHING	EASTING
Element: Linear			
POB ( )	49+75.63	10175906.536	3193555.503
PC ( )	67+76.83	10174120.989	3193318.550
Tangent Direction:	262.4°		
Tangent Length:	1801.2015		
Element: Circular			
PC ( )	67+76.83	10174120.989	3193318.550
PI ( )	67+92.72	10174105.236	3193316.459
CC ( )		10174107.834	3193417.681
PT ( )	68+08.35	10174089.611	3193319.355
Radius:	100.0000		
Delta:	18.1° Left		
Degree of Curvature(Arc):	57.3°		
Length:	31.5192		
Tangent:	15.8914		
Chord:	31.3889		
Middle Ordinate:	1.2393		
External:	1.2548		
Tangent Direction:	262.4°		
Radial Direction:	172.4°		
Chord Direction:	271.5°		
Radial Direction:	190.5°		
Tangent Direction:	280.5°		
Element: Linear			
PT ( )	68+08.35	10174089.611	3193319.355
PC ( )	68+34.22	10174064.176	3193324.069
Tangent Direction:	280.5°		
Tangent Length:	25.8680		
Element: Circular			
PC ( )	68+34.22	10174064.176	3193324.069
PI ( )	68+50.27	10174048.393	3193326.994
CC ( )		10174045.952	3193225.743
PT ( )	68+66.05	10174032.489	3193324.833
Radius:	100.0000		
Delta:	18.2° Right		
Degree of Curvature(Arc):	57.3°		
Length:	31.8306		
Tangent:	16.0510		
Chord:	31.6964		
Middle Ordinate:	1.2638		
External:	1.2800		
Tangent Direction:	280.5°		
Radial Direction:	190.5°		
Chord Direction:	271.4°		
Radial Direction:	172.3°		
Tangent Direction:	262.3°		

CHANNEL CULVERT 3 CL "℄ CHANNEL3" CONTINUED

	STATION	NORTHING	EASTING
Element: Linear			
PT ( )	68+66.05	10174032.489	3193324.833
PC ( )	85+99.62	10172314.702	3193091.426
Tangent Direction:	262.3°		
Tangent Length:	1733.5713		
Element: Circular			
PC ( )	85+99.62	10172314.702	3193091.426
PI ( )	86+32.82	10172281.806	3193086.956
CC ( )		10172303.931	3193170.697
PT ( )	86+62.56	10172255.411	3193107.091
Radius:	80.0000		
Delta:	45.1° Left		
Degree of Curvature(Arc):	71.6°		
Length:	62.9363		
Tangent:	33.1983		
Chord:	61.3259		
Middle Ordinate:	6.1096		
External:	6.6148		
Tangent Direction:	262.3°		
Radial Direction:	172.3°		
Chord Direction:	284.8°		
Radial Direction:	217.3°		
Tangent Direction:	307.3°		
Element: Linear			
PT ( )	86+62.56	10172255.411	3193107.091
PC ( )	87+64.41	10172174.428	3193168.866
Tangent Direction:	307.3°		
Tangent Length:	101.8550		
Element: Circular			
PC ( )	87+64.41	10172174.428	3193168.866
PI ( )	87+97.74	10172147.931	3193189.078
CC ( )		10172125.907	3193105.260
PT ( )	88+27.57	10172114.921	3193184.502
Radius:	80.0000		
Delta:	45.2° Right		
Degree of Curvature(Arc):	71.6°		
Length:	63.1538		
Tangent:	33.3258		
Chord:	61.5266		
Middle Ordinate:	6.1514		
External:	6.6638		
Tangent Direction:	307.3°		
Radial Direction:	217.3°		
Chord Direction:	284.7°		
Radial Direction:	172.1°		
Tangent Direction:	262.1°		



03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

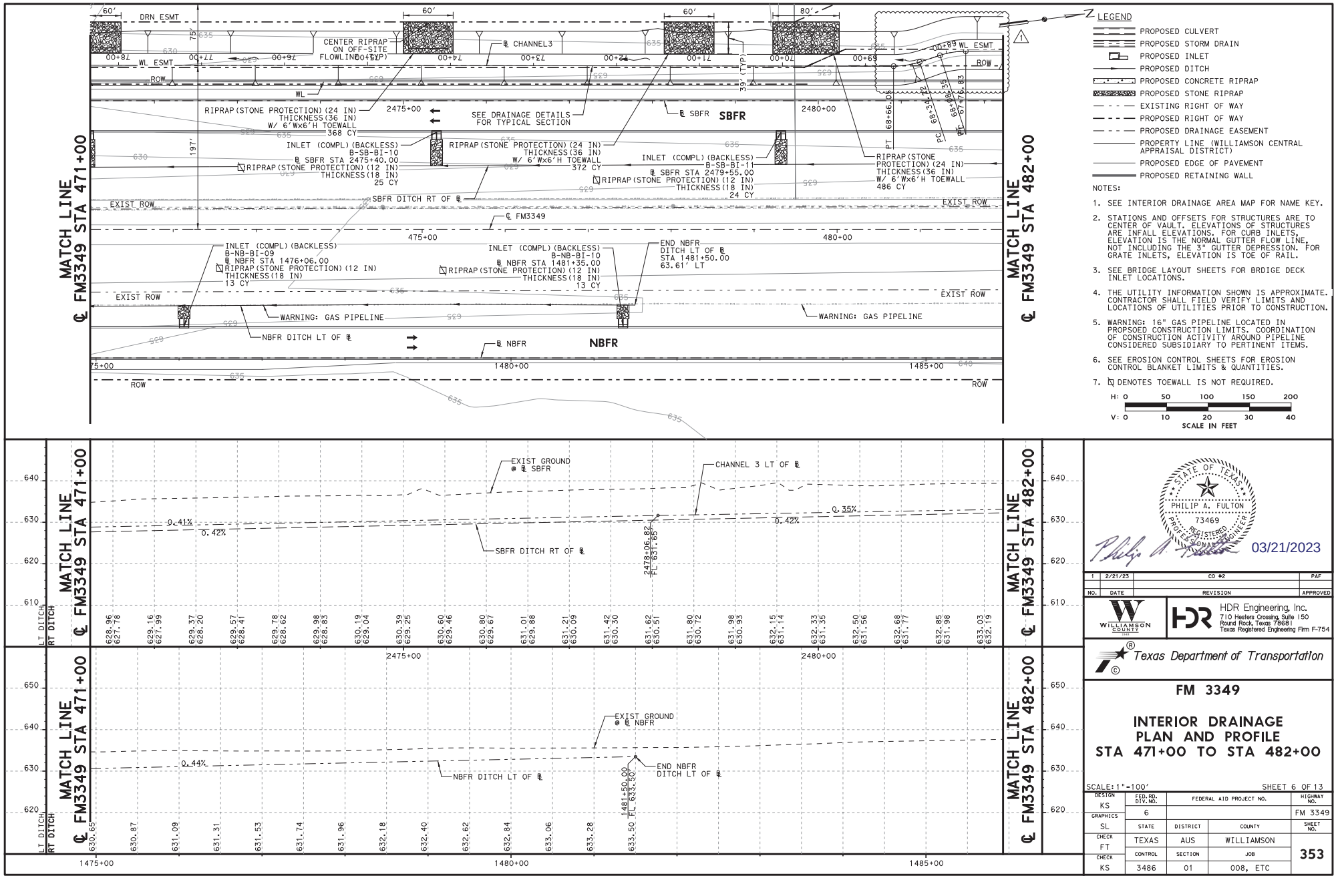
FM 3349

INTERIOR DRAINAGE ALIGNMENT DATA

SHEET 1 OF 2

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
JC	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
FR	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	346
BH	3486	01	008, ETC	
CHECK				
JC				

PLOT DRIVER: TxDOT_PDF_BW.pltcfg
USER: BRTORRES
FILE: Alignment Data
DATE: 2/27/2023 TIME: 2:16:21 PM
SCALE: 1:100
PENTABLE: 10254515.tbl



PLOT DRIVER: TxDOT_PDF_BW.pltcfg
USER: BRTORRES
FILE: NB & SB Drainage Ditch Plan and Profile Sheet 6
PENTABLE: I0254515.tbl
DATE: 2/27/2023 TIME: 2:16:33 PM
SCALE: 1:100

PHILIP A. FULTON 73469 REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS
03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY 1848

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

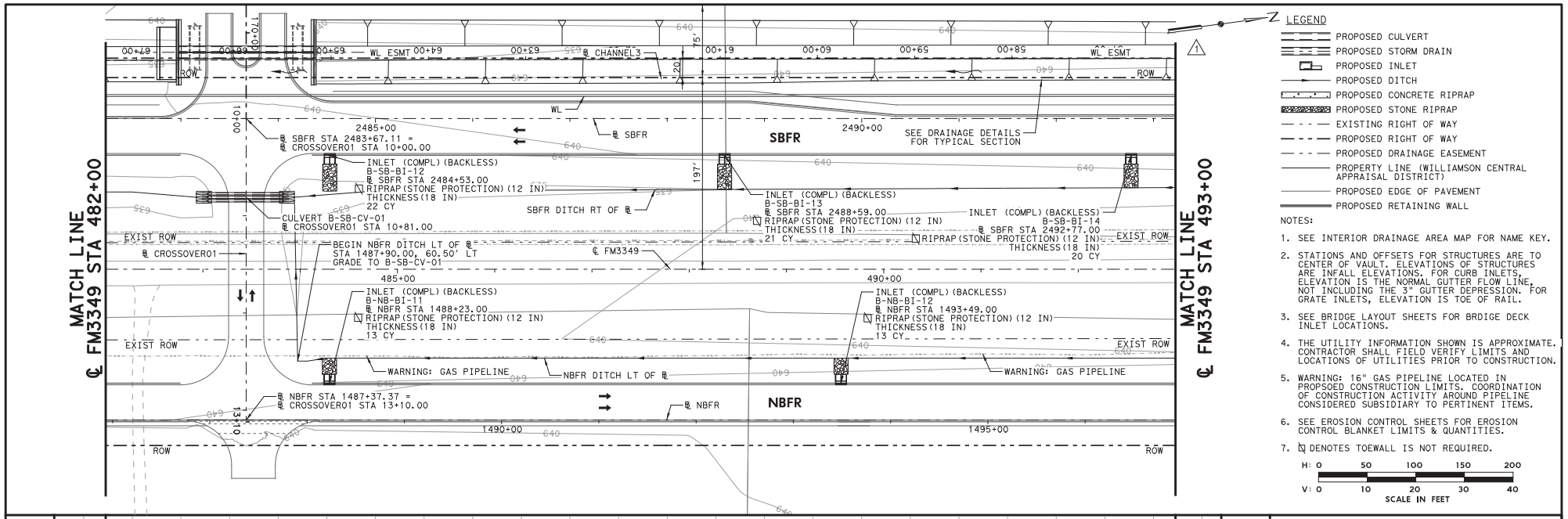
Texas Department of Transportation

FM 3349

INTERIOR DRAINAGE PLAN AND PROFILE STA 471+00 TO STA 482+00

SCALE: 1"=100' SHEET 6 OF 13

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
SL	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	
FT	3486	01	008, ETC	353
CHECK				
KS				



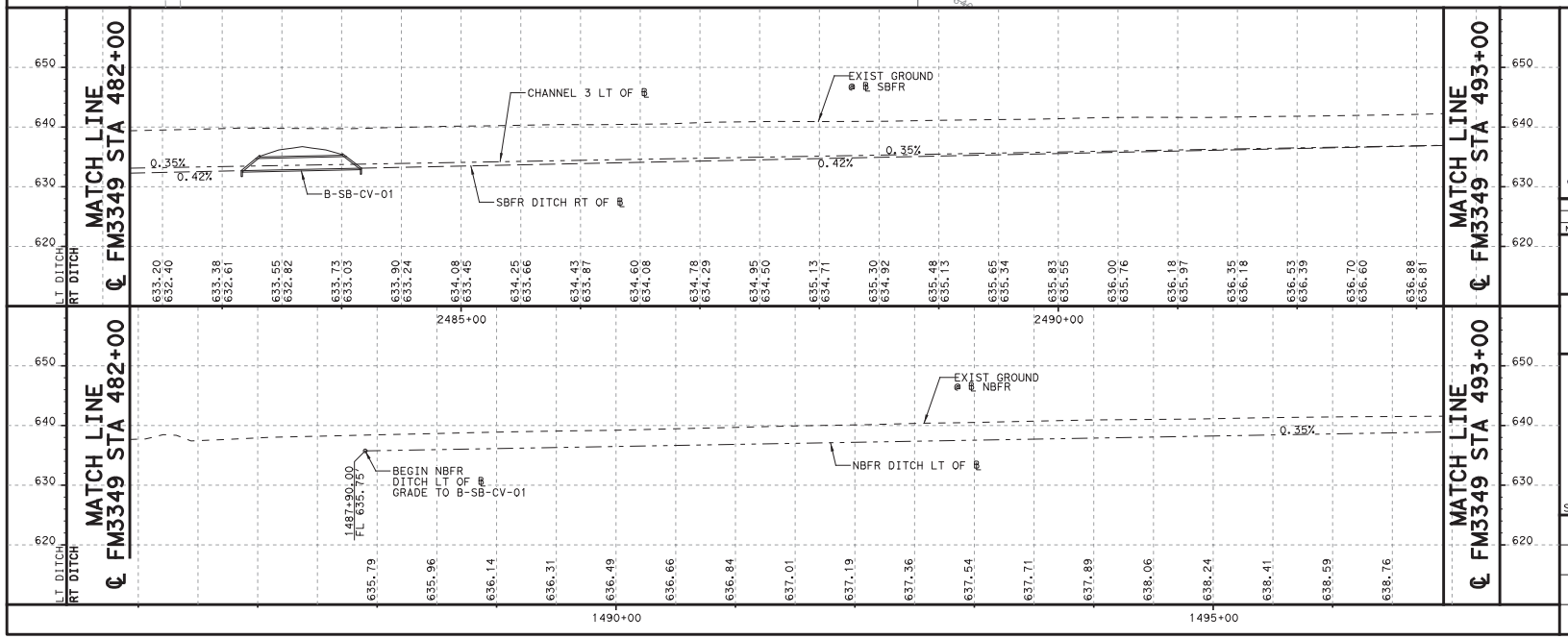
LEGEND

- PROPOSED CULVERT
- PROPOSED STORM DRAIN
- PROPOSED INLET
- PROPOSED DITCH
- PROPOSED CONCRETE RIPRAP
- PROPOSED STONE RIPRAP
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED DRAINAGE EASEMENT
- PROPERTY LINE (WILLIAMSON CENTRAL APPRAISAL DISTRICT)
- PROPOSED EDGE OF PAVEMENT
- PROPOSED RETAINING WALL

NOTES:

1. SEE INTERIOR DRAINAGE AREA MAP FOR NAME KEY.
2. STATIONS AND OFFSETS FOR STRUCTURES ARE TO CENTER OF VAULT. ELEVATIONS OF STRUCTURES ARE INFALL ELEVATIONS. FOR CURB INLETS, ELEVATION IS THE NORMAL GUTTER FLOW LINE, NOT INCLUDING THE 3" GUTTER DEPRESSION. FOR GRATE INLETS, ELEVATION IS TOE OF RAIL.
3. SEE BRIDGE LAYOUT SHEETS FOR BRDIGE DECK INLET LOCATIONS.
4. THE UTILITY INFORMATION SHOWN IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LIMITS AND LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
5. WARNING: 16" GAS PIPELINE LOCATED IN PROPSOED CONSTRUCTION LIMITS. COORDINATION OF CONSTRUCTION ACTIVITY AROUND PIPELINE CONSIDERED SUBSIDIARY TO PERTINENT ITEMS.
6. SEE EROSION CONTROL SHEETS FOR EROSION CONTROL BLANKET LIMITS & QUANTITIES.
7. ▽ DENOTES TOEWALL IS NOT REQUIRED.

H: 0 50 100 150 200
V: 0 10 20 30 40
SCALE IN FEET



PHILIP A. FULTON 73469 REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS

03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY 1848

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation ©

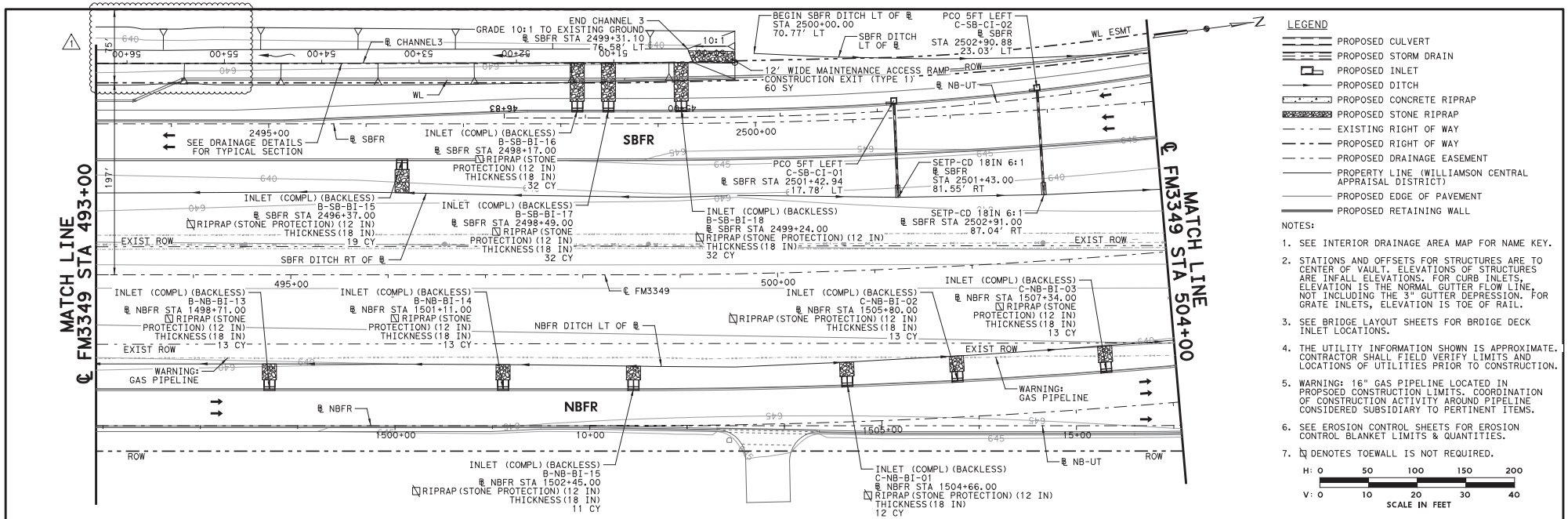
FM 3349

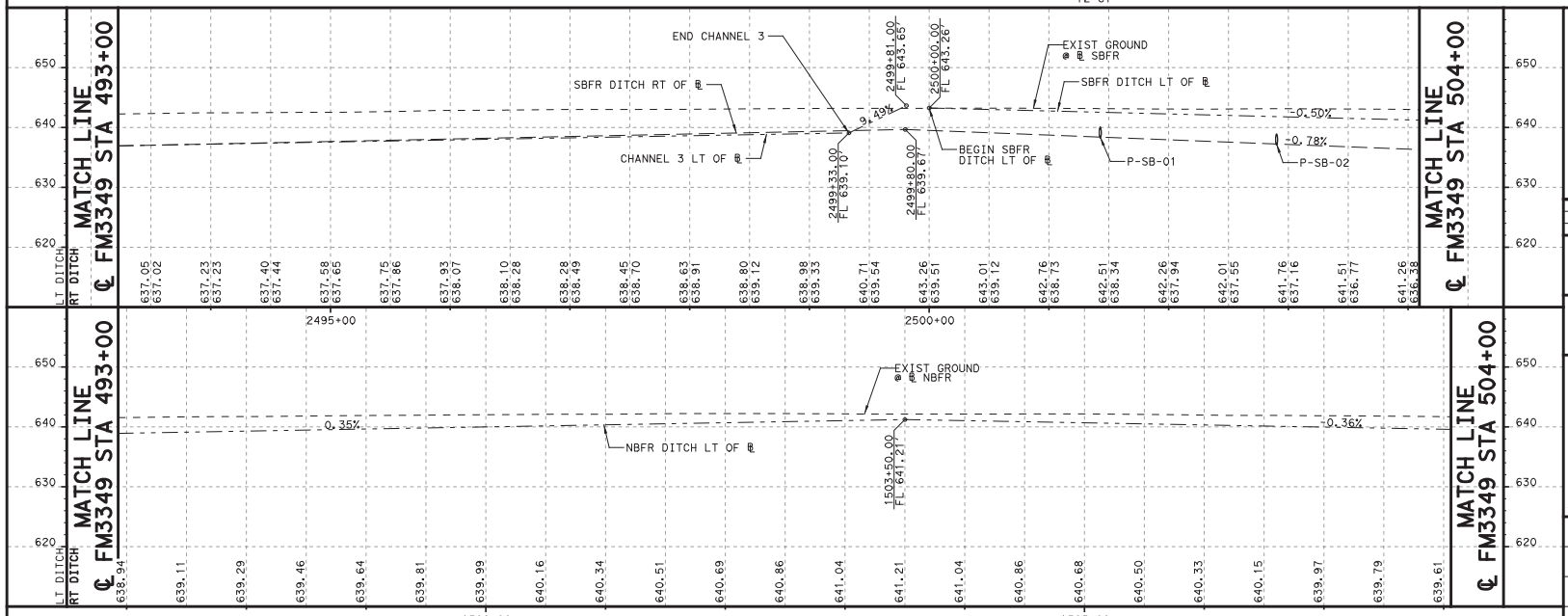
INTERIOR DRAINAGE PLAN AND PROFILE STA 482+00 TO STA 493+00

SCALE: 1"=100' SHEET 7 OF 13

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
SL	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	
FT	3486	01	008, ETC	354
CHECK				
KS				

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FILE: NB & SB Drainage Ditch Plan and Profile Sheet 7
PENTABLE: I0254515.tbl
DATE: 2/27/2023 TIME: 2:16:37 PM
SCALE: 1:100





PLOT DRIVER: TxDOT_PDF_BW.pltcfg
USER: BRTORRES
FILE: NB & SB Drainage Ditch Plan and Profile Sheet 8
PENTABLE: I0254515.tbl
DATE: 2/27/2023
TIME: 2:16:49 PM
SCALE: 1:100

PHILIP A. FULTON
73469
REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

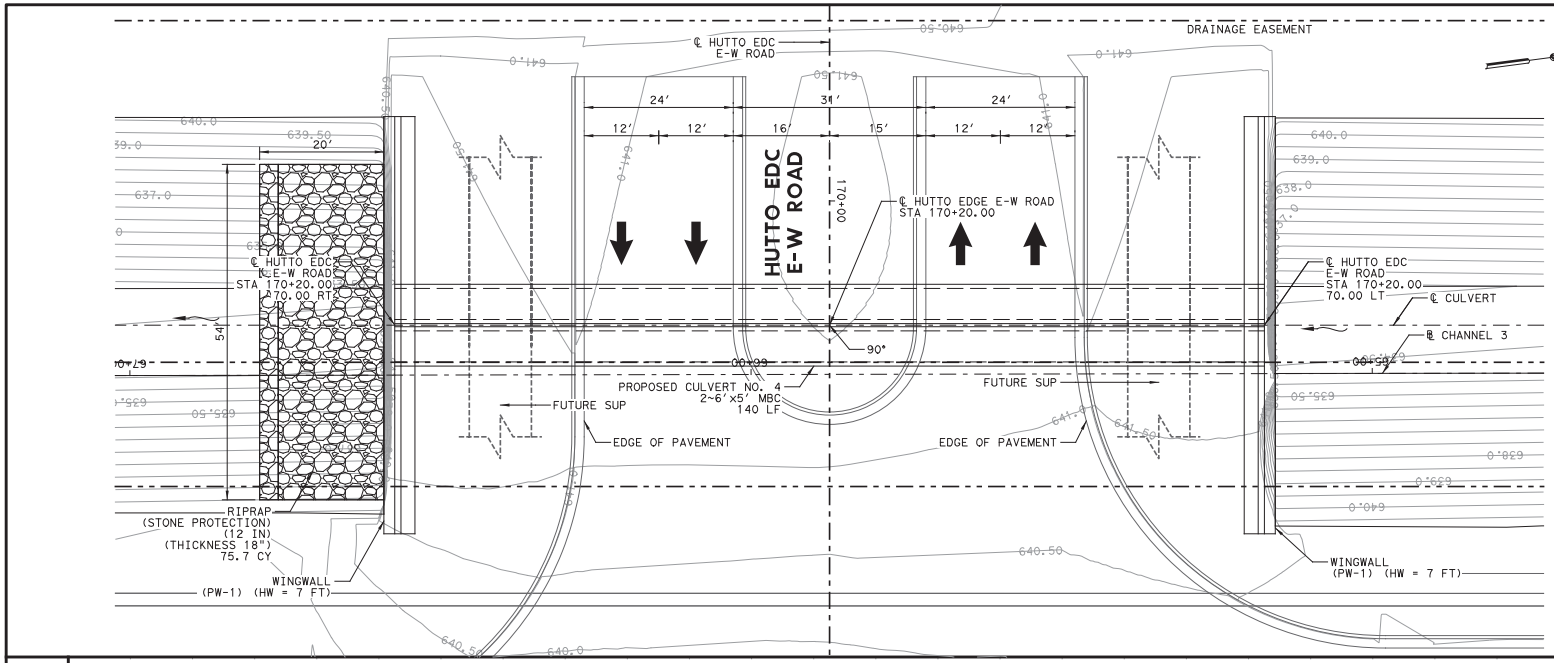
Texas Department of Transportation

FM 3349

INTERIOR DRAINAGE PLAN AND PROFILE STA 493+00 TO STA 504+00

SCALE: 1"=100' SHEET 8 OF 13

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
SL	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	
FT	3486	01	008, ETC	355
CHECK				
KS				



LEGEND

- PROPOSED CULVERT
- PROPOSED DITCH
- FLOW ARROW
- PROPOSED CONCRETE RIPRAP
- PROPOSED STONE RIPRAP
- RIGHT OF WAY
- DRAINAGE EASEMENT
- PROPOSED EDGE OF PAVEMENT

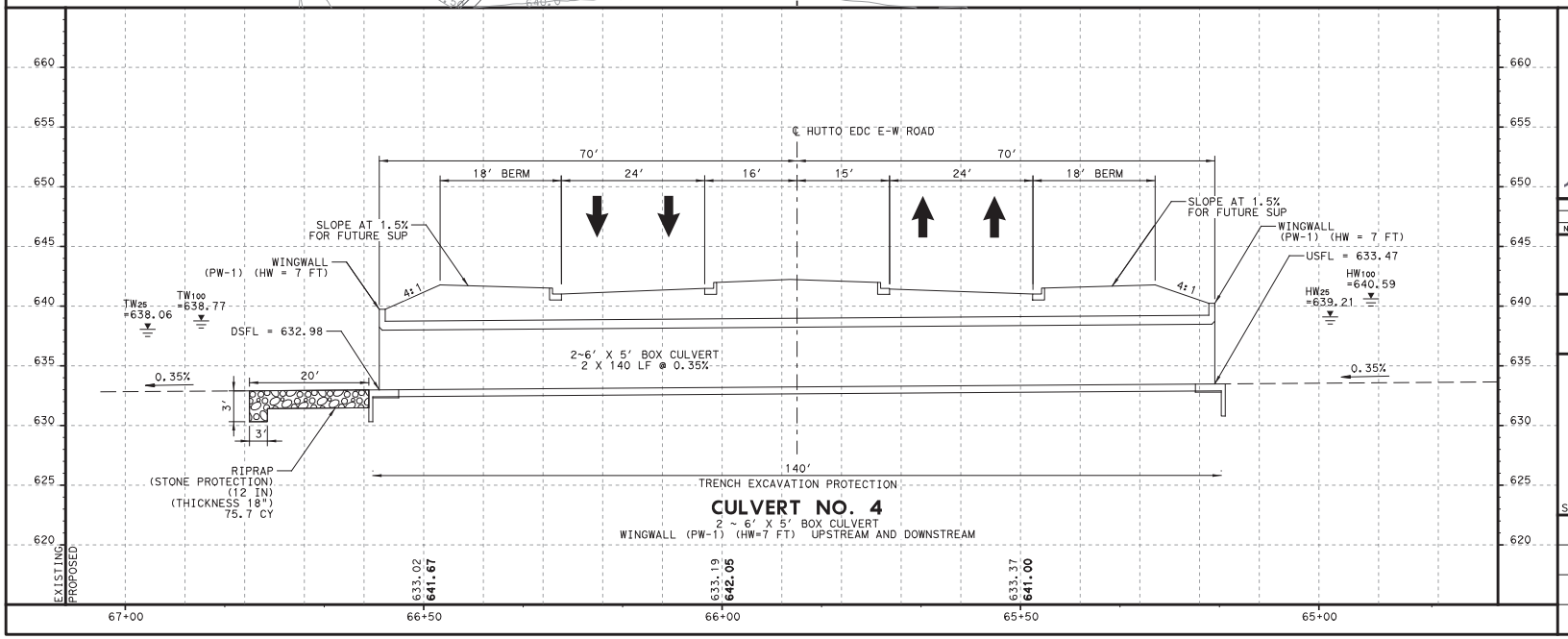
NOTES:

1. THE UTILITY INFORMATION SHOWN IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY LIMITS AND LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
2. SEE DRAINAGE PLAN AND PROFILE SHEETS FOR STONE AND CONCRETE RIPRAP QUANTITIES. SEE EROSION CONTROL SHEETS FOR SOIL RETENTION BLANKET LIMITS AND QUANTITIES.

CULVERT NO. 4 HYDRAULIC DATA

DESIGN	= 25 YEAR
Q-25	= 359 CFS
Q-100	= 473 CFS
HW-25	= 639.21
HW-100	= 640.59
HW-ALLOW	= 641.00
TW-25	= 638.06
TW-100	= 638.77
V-25	= 6.39 FT/S
V-100	= 7.88 FT/S

H: 0 10 20 30 40
V: 0 5 10 15 20
SCALE IN FEET



CULVERT NO. 4

2 ~ 6' X 5' BOX CULVERT
WINGWALL (PW-1) (HW=7 FT) UPSTREAM AND DOWNSTREAM

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710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

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FM 3349

INTERIOR DRAINAGE CULVERT LAYOUT CULVERT NO. 4

SCALE: 1"=20' SHEET 1 OF 1

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
JC	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
FR	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	374A
GV	3486	01	008, ETC	
CHECK				
JC				

PLOT DRIVER: TxDOT_PDF_BW.pltcfg
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FILE: Culvert No.2 Profile
PENTABLE: 1025415.tbl
DATE: 2/27/2023 TIME: 2:16:52 PM
SCALE: h:20

Culvert Station and/or Creek Name followed by applicable end (Lt, Rt or Both)	Description of Box Culvert No. Spans ~ Span X Height	Max Fill Height (Ft)	Applicable Box Culvert Standard (4)	Applicable Wingwall or End Treatment Standard	Skew Angle (0°,15°, 30° or 45°)	Side Slope or Channel Slope Ratio (SL:1)	T Culvert Top Slab Thickness (In)	U Culvert Wall Thickness (In)	C Estimated Curb Height (Ft)	Hw (1) Height of Wingwall (Ft)	A Curb to End of Wingwall (Ft)	B Offset of End of Wingwall (Ft)	Lw Length of Longest Wingwall (Ft)	Ltw Culvert Toewall Length (Ft)	Atw Anchor Toewall Length (Ft)	Riprap Apron (CY)	Class "C" (2) Conc (Curb) (CY)	Class "C" (3) Conc (Wingwall) (CY)	Total Wingwall Area (SF)
SBFR CULVERT NO. 1 US (Lt)	1 ~ 10' X 4'	8.92'	SCP-10	PW-1	0	4:1	10"	10"	4.083	8.917	N/A	N/A	35.667	11.667	N/A	0.0	1.8	41.8	636
SBFR CULVERT NO. 1 DS (Rt)	1 ~ 10' X 4'	8.92'	SCP-10	SW-0	0	4:1	10"	10"	0.583	5.167	N/A	N/A	19.333	N/A	N/A	2.5	0.3	6.9	106
SBFR CULVERT NO. 2 US (Lt)	2 ~ 10' X 4'	8.92'	SCP-10	PW-1	0	4:1	10"	10"	4.083	8.917	N/A	N/A	35.667	23.833	N/A	0.0	3.6	43.1	636
SBFR CULVERT NO. 2 DS (Rt)	2 ~ 10' X 4'	8.92'	SCP-10	SW-0	0	4:1	10"	10"	0.583	5.167	N/A	N/A	19.333	N/A	N/A	6.4	0.5	6.9	106
SBFR CULVERT NO. 3 US (Lt)	4 ~ 8' X 4'	7.45'	SCP-8	PW-1	45	4:1	8"	8"	2.625	7.292	N/A	N/A	41.248	54.919	N/A	0.0	5.3	42.3	602
SBFR CULVERT NO. 3 DS (Rt)	4 ~ 8' X 4'	5.7'	SCP-8	PW-1	45	4:1	8"	8"	0.875	5.542	N/A	N/A	31.348	54.919	N/A	0.0	1.8	27.2	347
CR 132 B-NB-CV-01 (Both)	1 ~ 4' X 2'	1'	SCP-4	SETB-CD	0	6:1	7.5"	5"	0.250	2.625	N/A	N/A	13.750	N/A	5.167	0.0	0.0	5.0	N/A
CULVERT NO. 4 (BOTH)	2 ~ 6' X 5'	3	MC-6-16	PW-1	0	4:1	9"	7"	1.000	6.750	N/A	N/A	27.000	13.750	N/A	0.0	1.0	49.2	730

△1

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DATE: 2/27/2023 2:16:54 PM
FILE: $FILE$

NOTES:
Skew = 0° on SW-0, FW-0, SETB-CD, SETB-SW-0, and SETB-FW-0 standard sheets;
30° maximum for safety end treatment

SL:1 = Horizontal : 1 Vertical
- Side slope at culvert for flared or straight wingwalls.
- Channel slope for parallel wingwalls.
- Slope must be 3:1 or flatter for safety end treatments.

T = Box culvert top slab thickness. Dimension can be found on the applicable box culvert standard sheet.

U = Box culvert wall thickness. Dimension can be found on the applicable box culvert standard sheet.

C = Curb height

See applicable wing or end treatment standard sheets for calculations of Hw, A, B, Lw, Ltw, Atw, and Total Wingwall Area.

Hw = Height of wingwall

A = Distance from face of curb to end of wingwall (not applicable to parallel or straight wingwalls)

B = Offset of end of wingwall (not applicable to parallel or straight wingwalls)

Lw = Length of longest wingwall.

Ltw = Length of culvert toewall (not applicable when using riprap apron)

Atw = Length of anchor toewall (applicable to safety end treatment only)
Total Wingwall Area = Wingwall area in sq. ft. for two wingwalls (one structure end) if Lt or Rt.
Area for four wingwalls (two structure ends) if Both.

(1) Round the wall heights shown to the nearest foot for bidding purposes.

(2) Concrete volume shown is for box culvert curb only. For curbs using the Box Culvert Rail Mounting Details (RAC) standard sheet quantities shown must be increased by a factor of 2.25. If Class S concrete is required for the top slab of the culvert, also provide Class S concrete for the curb. Curb concrete is considered part of the Box Culvert for payment.

(3) Concrete volume shown is total of wings, footings, culvert toewall (if any), anchor toewalls (if any) and wingwall toewalls. Riprap aprons, culverts, and curb quantities are not included.

(4) Regardless of the type of culvert shown on this sheet, the Contractor has the option of furnishing cast-in-place or precast culverts unless otherwise shown elsewhere on the plans. If the Contractor elects to provide culverts of a different type than those shown on this sheet, it is the Contractor's responsibility to make the necessary adjustments to the dimensions and quantities shown.

STATE OF TEXAS
PHILIP A. FULTON
73469
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03/21/2023

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Texas Department of Transportation

Bridge Division Standard

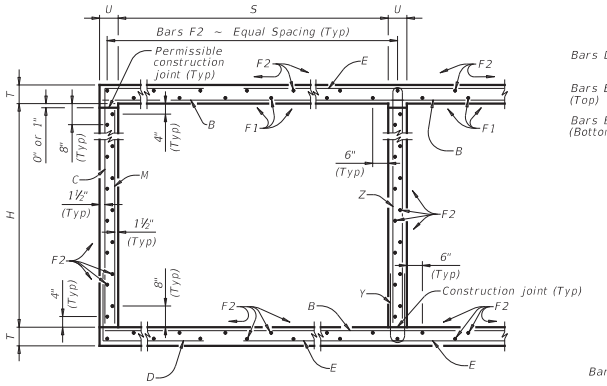
BOX CULVERT SUPPLEMENT
WINGS AND END TREATMENTS

BCS

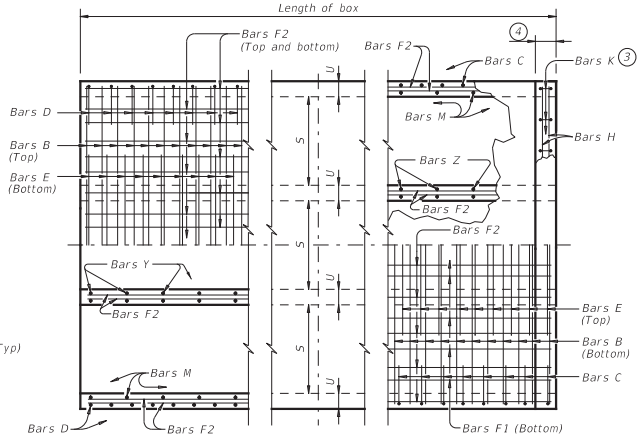
FILE:	bcsstde1-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT	February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS		3486	01	008, ETC	FM 3349
		DIST	COUNTY		SHEET NO.
		AUS	WILLIAMSON		401

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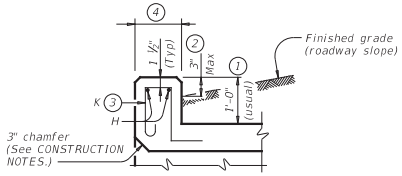


TYPICAL SECTION



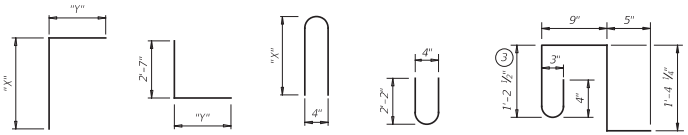
BOTTOM SLAB TOP SLAB

PART PLANS



SECTION THRU CURB

TABLE OF BAR DIMENSIONS		
H	"X"	"Y"
2'-0"	2"-7 ½"	4'-1"
3'-0"	3'-7 ½"	4'-1"
4'-0"	4'-7 ½"	4'-1"
5'-0"	5'-7 ½"	4'-1"
6'-0"	6'-7 ½"	4'-1"



1. 0" Min to 5'-0" Max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail or curbs taller than 1'-0", refer to the Extended Curb Details (ECD) standard sheet. For structures with T631 or T631LS bridge rail, refer to the Mounting Details for T631 & T631LS Rails (T631-CM) standard sheet. Refer to the Rail Anchorage Curb (RAC) standard sheet for structures with bridge rail other than T631 or T631LS.
2. For vehicle safety, the following requirements must be met:
   - For structures without bridge rail, construct curbs no more than 3" above finished grade.
   - For structures with bridge rail, construct curbs flush with finished grade.

   Reduce curb heights, if necessary, to meet the above requirements. No changes will be made in quantities and no additional compensation will be allowed for this work.
3. For curbs less than 1'-0" high, tilt Bars K or reduce bar height as necessary to maintain cover. For curbs less than 3" high, Bars K may be omitted.
4. 1'-0" typical. 2'-3" when the Rail Anchorage Curb (RAC) standard sheet is referred to elsewhere in the plans.

The Contractor may replace Bars B, C, D, E, F1, F2, M, Y, and/or Z with deformed welded wire reinforcement (WWR) meeting the requirements of ASTM A1064. The area of required reinforcement may be reduced by the ratio of 60 ksi / 70 ksi. Spacing of WWR is limited to 4" Min and 18" Max. When required, provide lap splices in the WWR of the same length required for the equivalent bar size, rounded up for wire sizes between conventional bar sizes. The lap length required for WWR is never less than the lap length required for uncoated #4 bars.

Example conversion: Replacing No. 6 Gr 60 at 6" Spacing with WWR
Required WWR = (0.44 sq. in. per 0.5 ft.) x (60 ksi / 70 ksi) = 0.755 sq. in. per ft.
If D30.6 wire is used to meet the 0.755 sq. in. per ft. requirement in this example, the required spacing = (0.306 sq. in.) / (0.755 sq. in. per ft.) x (12 in. per ft.) = 4.86" Max spacing. Required lap length for the provided D30.6 wire is 2'-1" (the same minimum lap length required for uncoated #5 bars, as listed under MATERIAL NOTES).

CONSTRUCTION NOTES:

Do not use permanent forms.
Chamfer the bottom edge of the top slab 3" at the entrance.
Optionally, raise construction joints shown at the flow line by a maximum of 6". If this option is taken, Bars M may be cut off or raised, Bars C and D may be reversed, and Bars Y and Z may be reversed.

MATERIAL NOTES:

Provide Grade 60 reinforcing steel.
Provide galvanized reinforcing steel if required elsewhere in the plans.
Provide Class C concrete (f'_c = 3,600 psi) for culvert barrel and curb.
Provide bar laps, where required, as follows:
- Uncoated or galvanized ~ #4 = 1'-8" Min
- Uncoated or galvanized ~ #5 = 2'-1" Min
- Uncoated or galvanized ~ #6 = 2'-6" Min

GENERAL NOTES:

Designed according to AASHTO LRFD Bridge Design Specifications for the range of fill heights shown.
See the Multiple Box Culverts Cast-In-Place Miscellaneous Detail (MC-MD) standard sheet for details pertaining to skewed ends, angle sections, and lengthening.

Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing bar dimensions shown are out-to-out of bar.

HL93 LOADING SHEET 1 OF 2

Texas Department of Transportation — Bridge Division Standard

MULTIPLE BOX CULVERTS CAST-IN-PLACE
6'-0" SPAN
2' TO 20' FILL

MC-6-20

FILE: mc620ste-20.dgn	DN: TBE	CK: BMP	DW: TxDOT	CK: TxDOT
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS	3486	01	008, ETC	FM 3349
	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		449A

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

NUMBER OF SPANS	SECTION DIMENSIONS				BILLS OF REINFORCING STEEL (For Box Length = 40 feet)																																				QUANTITIES					
					Bars B					Bars C & D							Bars E					Bars F1 ~ #4				Bars F2 ~ #4				Bars M ~ #4				Bars Y & Z ~ #4								Bars H 4 ~ #4		Bars K		Per Foot of Barrel		Curb		Total	
	S	H	T	U	No.	Size	Spa	Length	Wt	No.	Size	Spa	Bars C Length	Bars C Wt	Bars D Length	Bars D Wt	No.	Size	Spa	Length	Wt	No.	Spa	Length	Wt	No.	Spa	Length	Wt	No.	Spa	Length	Wt	No.	Spa	Bars Y Length	Bars Y Wt	Bars Z Length	Bars Z Wt	Length	Wt	No.	Wt	Conc (CY)	Renf (Lb)	Conc (CY)	Renf (Lb)	Conc (CY)	Renf (Lb)
2	6' – 0"	2' – 0"	8"	7"	108	#6	9"	13' – 6"	2,190	108	#5	9"	6' – 7"	742	6' – 8"	751	108	#6	9"	6' – 9"	1,095	10	18"	39' – 9"	266	44	18"	39' – 9"	1,168	108	9"	2' – 0"	144	54	9"	4' – 7"	165	5' – 3"	189	13' – 6"	36	30	84	0.809	167.8	1.0	120	33.4	6,830
3	6' – 0"	2' – 0"	8"	7"	108	#6	9"	20' – 1"	3,258	108	#5	9"	6' – 7"	742	6' – 8"	751	108	#6	9"	12' – 9"	2,068	15	18"	39' – 9"	398	63	18"	39' – 9"	1,673	108	9"	2' – 0"	144	108	9"	4' – 7"	331	5' – 3"	379	20' – 1"	54	44	122	1.177	243.6	1.5	176	48.6	9,920
4	6' – 0"	2' – 0"	8"	7"	108	#6	9"	26' – 8"	4,326	108	#5	9"	6' – 7"	742	6' – 8"	751	108	#6	9"	18' – 9"	3,042	20	18"	39' – 9"	531	82	18"	39' – 9"	2,177	108	9"	2' – 0"	144	162	9"	4' – 7"	496	5' – 3"	568	26' – 8"	71	56	156	1.545	319.4	2.0	227	63.8	13,004
5	6' – 0"	2' – 0"	8"	7"	108	#6	9"	33' – 3"	5,394	108	#5	9"	6' – 7"	742	6' – 8"	751	108	#6	9"	24' – 9"	4,015	25	18"	39' – 9"	664	101	18"	39' – 9"	2,682	108	9"	2' – 0"	144	216	9"	4' – 7"	661	5' – 3"	758	33' – 3"	89	70	195	1.914	395.3	2.5	284	79.0	16,095
6	6' – 0"	2' – 0"	8"	7"	108	#6	9"	39' – 10"	6,462	108	#5	9"	6' – 7"	742	6' – 8"	751	108	#6	9"	30' – 9"	4,988	30	18"	39' – 9"	797	120	18"	39' – 9"	3,186	108	9"	2' – 0"	144	270	9"	4' – 7"	827	5' – 3"	947	39' – 10"	106	82	228	2.282	471.1	3.0	334	94.2	19,178
2	6' – 0"	3' – 0"	8"	7"	108	#6	9"	13' – 6"	2,190	108	#5	9"	7' – 7"	854	6' – 8"	751	108	#6	9"	6' – 9"	1,095	10	18"	39' – 9"	266	50	18"	39' – 9"	1,328	108	9"	3' – 0"	216	54	9"	4' – 7"	165	7' – 3"	262	13' – 6"	36	30	84	0.873	178.2	1.0	120	35.9	7,247
3	6' – 0"	3' – 0"	8"	7"	108	#6	9"	20' – 1"	3,258	108	#5	9"	7' – 7"	854	6' – 8"	751	108	#6	9"	12' – 9"	2,068	15	18"	39' – 9"	398	71	18"	39' – 9"	1,885	108	9"	3' – 0"	216	108	9"	4' – 7"	331	7' – 3"	523	20' – 1"	54	44	122	1.263	257.1	1.5	176	52.0	10,460
4	6' – 0"	3' – 0"	8"	7"	108	#6	9"	26' – 8"	4,326	108	#5	9"	7' – 7"	854	6' – 8"	751	108	#6	9"	18' – 9"	3,042	20	18"	39' – 9"	531	92	18"	39' – 9"	2,443	108	9"	3' – 0"	216	162	9"	4' – 7"	496	7' – 3"	785	26' – 8"	71	56	156	1.653	336.1	2.0	227	68.1	13,671
5	6' – 0"	3' – 0"	8"	7"	108	#6	9"	33' – 3"	5,394	108	#5	9"	7' – 7"	854	6' – 8"	751	108	#6	9"	24' – 9"	4,015	25	18"	39' – 9"	664	113	18"	39' – 9"	3,000	108	9"	3' – 0"	216	216	9"	4' – 7"	661	7' – 3"	1,046	33' – 3"	89	70	195	2.043	415.0	2.5	284	84.2	16,885
6	6' – 0"	3' – 0"	8"	7"	108	#6	9"	39' – 10"	6,462	108	#5	9"	7' – 7"	854	6' – 8"	751	108	#6	9"	30' – 9"	4,988	30	18"	39' – 9"	797	134	18"	39' – 9"	3,558	108	9"	3' – 0"	216	270	9"	4' – 7"	827	7' – 3"	1,308	39' – 10"	106	82	228	2.433	494.0	3.0	334	100.3	20,095
2	6' – 0"	4' – 0"	8"	7"	108	#6	9"	13' – 6"	2,190	108	#5	9"	8' – 7"	967	6' – 8"	751	108	#6	9"	6' – 9"	1,095	10	18"	39' – 9"	266	50	18"	39' – 9"	1,328	108	9"	4' – 0"	289	54	9"	4' – 7"	165	9' – 3"	334	13' – 6"	36	30	84	0.938	184.6	1.0	120	38.5	7,505
3	6' – 0"	4' – 0"	8"	7"	108	#6	9"	20' – 1"	3,258	108	#5	9"	8' – 7"	967	6' – 8"	751	108	#6	9"	12' – 9"	2,068	15	18"	39' – 9"	398	71	18"	39' – 9"	1,885	108	9"	4' – 0"	289	108	9"	4' – 7"	331	9' – 3"	667	20' – 1"	54	44	122	1.350	265.4	1.5	176	55.5	10,790
4	6' – 0"	4' – 0"	8"	7"	108	#6	9"	26' – 8"	4,326	108	#5	9"	8' – 7"	967	6' – 8"	751	108	#6	9"	18' – 9"	3,042	20	18"	39' – 9"	531	92	18"	39' – 9"	2,443	108	9"	4' – 0"	289	162	9"	4' – 7"	496	9' – 3"	1,001	26' – 8"	71	56	156	1.761	346.2	2.0	227	72.4	14,073
5	6' – 0"	4' – 0"	8"	7"	108	#6	9"	33' – 3"	5,394	108	#5	9"	8' – 7"	967	6' – 8"	751	108	#6	9"	24' – 9"	4,015	25	18"	39' – 9"	664	113	18"	39' – 9"	3,000	108	9"	4' – 0"	289	216	9"	4' – 7"	661	9' – 3"	1,335	33' – 3"	89	70	195	2.173	426.9	2.5	284	89.4	17,360
6	6' – 0"	4' – 0"	8"	7"	108	#6	9"	39' – 10"	6,462	108	#5	9"	8' – 7"	967	6' – 8"	751	108	#6	9"	30' – 9"	4,988	30	18"	39' – 9"	797	134	18"	39' – 9"	3,558	108	9"	4' – 0"	289	270	9"	4' – 7"	827	9' – 3"	1,668	39' – 10"	106	82	228	2.584	507.7	3.0	334	106.3	20,641
2	6' – 0"	5' – 0"	8"	7"	108	#6	9"	13' – 6"	2,190	108	#5	9"	9' – 7"	1,080	6' – 8"	751	108	#6	9"	6' – 9"	1,095	10	18"	39' – 9"	266	56	18"	39' – 9"	1,487	108	9"	5' – 0"	361	54	9"	4' – 7"	165	11' – 3"	406	13' – 6"	36	30	84	1.003	195.0	1.0	120	41.1	7,921
3	6' – 0"	5' – 0"	8"	7"	108	#6	9"	20' – 1"	3,258	108	#5	9"	9' – 7"	1,080	6' – 8"	751	108	#6	9"	12' – 9"	2,068	15	18"	39' – 9"	398	79	18"	39' – 9"	2,098	108	9"	5' – 0"	361	108	9"	4' – 7"	331	11' – 3"	812	20' – 1"	54	44	122	1.436	278.9	1.5	176	58.9	11,333
4	6' – 0"	5' – 0"	8"	7"	108	#6	9"	26' – 8"	4,326	108	#5	9"	9' – 7"	1,080	6' – 8"	751	108	#6	9"	18' – 9"	3,042	20	18"	39' – 9"	531	102	18"	39' – 9"	2,708	108	9"	5' – 0"	361	162	9"	4' – 7"	496	11' – 3"	1,217	26' – 8"	71	56	156	1.869	362.8	2.0	227	76.7	14,739
5	6' – 0"	5' – 0"	8"	7"	108	#6	9"	33' – 3"	5,394	108	#5	9"	9' – 7"	1,080	6' – 8"	751	108	#6	9"	24' – 9"	4,015	25	18"	39' – 9"	664	125	18"	39' – 9"	3,319	108	9"	5' – 0"	361	216	9"	4' – 7"	661	11' – 3"	1,623	33' – 3"	89	70	195	2.302	446.7	2.5	284	94.6	18,152
6	6' – 0"	5' – 0"	8"	7"	108	#6	9"	39' – 10"	6,462	108	#5	9"	9' – 7"	1,080	6' – 8"	751	108	#6	9"	30' – 9"	4,988	30	18"	39' – 9"	797	148	18"	39' – 9"	3,930	108	9"	5' – 0"	361	270	9"	4' – 7"	827	11' – 3"	2,029	39' – 10"	106	82	228	2.736	530.6	3.0	334	112.4	21,559
2	6' – 0"	6' – 0"	8"	7"	108	#6	9"	13' – 6"	2,190	108	#5	9"	10' – 7"	1,192	6' – 8"	751	108	#6	9"	6' – 9"	1,095	10	18"	39' – 9"	266	62	18"	39' – 9"	1,646	108	9"	6' – 0"	433	54	9"	4' – 7"	165	13' – 3"	478	13' – 6"	36	30	84	1.068	205.4	1.0	120	43.7	8,336
3	6' – 0"	6' – 0"	8"	7"	108	#6	9"	20' – 1"	3,258	108	#5	9"	10' – 7"	1,192	6' – 8"	751	108	#6	9"	12' – 9"	2,068	15	18"	39' – 9"	398	87	18"	39' – 9"	2,310	108	9"	6' – 0"	433	108	9"	4' – 7"	331	13' – 3"	956	20' – 1"	54	44	122	1.523	292.4	1.5	176	62.4	11,873
4	6' – 0"	6' – 0"	8"	7"	108	#6	9"	26' – 8"	4,326	108	#5	9"	10' – 7"	1,192	6' – 8"	751	108	#6	9"	18' – 9"	3,042	20	18"	39' – 9"	531	112	18"	39' – 9"	2,974	108	9"	6' – 0"	433	162	9"	4' – 7"	496	13' – 3"	1,434	26' – 8"	71	56	156	1.977	379.5	2.0	227	81.1	15,406
5	6' – 0"	6' – 0"	8"	7"	108	#6	9"	33' – 3"	5,394	108	#5	9"	10' – 7"	1,192	6' – 8"	751	108	#6	9"	24' – 9"	4,015	25	18"	39' – 9"	664	137	18"	39' – 9"	3,638	108	9"	6' – 0"	433	216	9"	4' – 7"	661	13' – 3"	1,912	33' – 3"	89	70	195	2.432	466.5	2.5	284	99.8	18,944
6	6' – 0"	6' – 0"	8"	7"	108	#6	9"	39' – 10"	6,462	108	#5	9"	10' – 7"	1,192	6' – 8"	751	108	#6	9"	30' – 9"	4,988	30	18"	39' – 9"	797	162	18"	39' – 9"	4,302	108	9"	6' – 0"	433	270	9"	4' – 7"	827	13' – 3"	2,390	39' – 10"	106	82	228	2.887	553.6	3.0	334	118.4	22,476

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HL93 LOADING SHEET 2 OF 2

Texas Department of Transportation — Bridge Division Standard

MULTIPLE BOX CULVERTS CAST-IN-PLACE
6'-0" SPAN
2' TO 20' FILL

MC-6-20

FILE: mc620ste-20.dgn	DN: TBE	CK: BMP	DW: TxDOT	CK: TxDOT
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS	3486	01	008, ETC	FM 3349
	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		449B

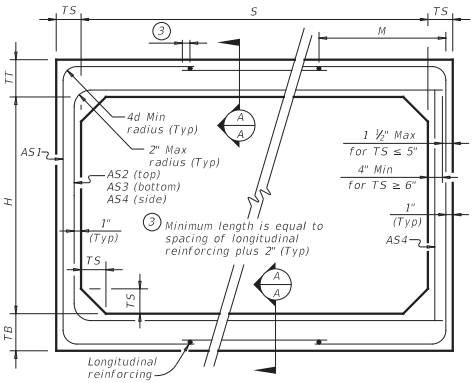
NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

BOX DATA

SECTION DIMENSIONS					Fill Height	M (Min)	REINFORCING (sq. in. / ft.) (2)							(1) Lift Weight
S (ft.)	H (ft.)	TT (in.)	TB (in.)	TS (in.)	(ft.)	(in.)	AS1	AS2	AS3	AS4	AS5	AS7	AS8	(tons)
6	2	8	7	7	< 2	-	0.23	0.27	0.19	0.17	0.19	0.19	0.17	7.2
6	2	7	7	7	2 < 3	43	0.25	0.21	0.17	0.17	-	-	-	6.8
6	2	7	7	7	3 - 5	43	0.20	0.17	0.17	0.17	-	-	-	6.8
6	2	7	7	7	10	39	0.20	0.17	0.17	0.17	-	-	-	6.8
6	2	7	7	7	15	39	0.26	0.20	0.20	0.17	-	-	-	6.8
6	2	7	7	7	20	39	0.34	0.26	0.26	0.17	-	-	-	6.8
6	2	7	7	7	25	39	0.43	0.32	0.32	0.17	-	-	-	6.8
6	2	7	7	7	30	39	0.52	0.38	0.39	0.17	-	-	-	6.8
6	3	8	7	7	< 2	-	0.20	0.31	0.22	0.17	0.19	0.19	0.17	7.9
6	3	7	7	7	2 < 3	43	0.21	0.24	0.19	0.17	-	-	-	7.5
6	3	7	7	7	3 - 5	39	0.17	0.18	0.17	0.17	-	-	-	7.5
6	3	7	7	7	10	39	0.17	0.18	0.19	0.17	-	-	-	7.5
6	3	7	7	7	15	38	0.22	0.24	0.24	0.17	-	-	-	7.5
6	3	7	7	7	20	38	0.28	0.31	0.31	0.17	-	-	-	7.5
6	3	7	7	7	25	38	0.35	0.38	0.39	0.17	-	-	-	7.5
6	3	7	7	7	30	38	0.42	0.46	0.46	0.17	-	-	-	7.5
6	4	8	7	7	< 2	-	0.19	0.34	0.25	0.17	0.19	0.19	0.17	8.6
6	4	7	7	7	2 < 3	43	0.19	0.27	0.21	0.17	-	-	-	8.2
6	4	7	7	7	3 - 5	39	0.17	0.21	0.19	0.17	-	-	-	8.2
6	4	7	7	7	10	39	0.17	0.20	0.21	0.17	-	-	-	8.2
6	4	7	7	7	15	38	0.18	0.27	0.27	0.17	-	-	-	8.2
6	4	7	7	7	20	38	0.24	0.34	0.35	0.17	-	-	-	8.2
6	4	7	7	7	25	38	0.29	0.43	0.42	0.17	-	-	-	8.2
6	4	7	7	7	30	38	0.35	0.51	0.52	0.17	-	-	-	8.2
6	5	8	7	7	< 2	-	0.19	0.37	0.28	0.17	0.19	0.19	0.17	9.3
6	5	7	7	7	2 < 3	43	0.17	0.30	0.24	0.17	-	-	-	8.9
6	5	7	7	7	3 - 5	43	0.17	0.23	0.21	0.17	-	-	-	8.9
6	5	7	7	7	10	39	0.17	0.22	0.23	0.17	-	-	-	8.9
6	5	7	7	7	15	38	0.17	0.28	0.29	0.17	-	-	-	8.9
6	5	7	7	7	20	38	0.20	0.37	0.38	0.17	-	-	-	8.9
6	5	7	7	7	25	38	0.25	0.45	0.46	0.17	-	-	-	8.9
6	5	7	7	7	30	38	0.30	0.54	0.55	0.17	-	-	-	8.9
6	6	8	7	7	< 2	-	0.19	0.38	0.30	0.17	0.19	0.19	0.17	10
6	6	7	7	7	2 < 3	52	0.17	0.32	0.26	0.17	-	-	-	9.6
6	6	7	7	7	3 - 5	52	0.17	0.24	0.22	0.17	-	-	-	9.6
6	6	7	7	7	10	43	0.17	0.23	0.24	0.17	-	-	-	9.6
6	6	7	7	7	15	39	0.17	0.29	0.31	0.17	-	-	-	9.6
6	6	7	7	7	20	39	0.18	0.38	0.39	0.17	-	-	-	9.6
6	6	7	7	7	25	38	0.23	0.46	0.48	0.17	-	-	-	9.6
6	6	7	7	7	30	38	0.27	0.55	0.57	0.17	-	-	-	9.6

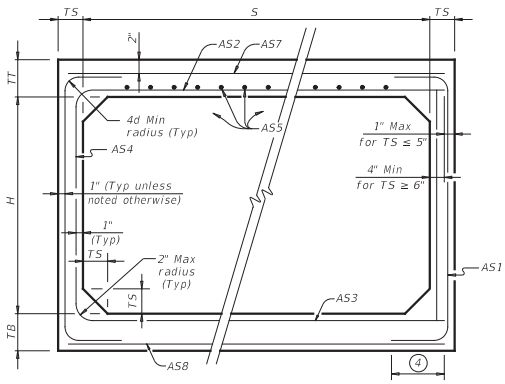
(1) For box length = 8'-0"

(2) AS1 thru AS4, AS7 and AS8 are minimum required areas of reinforcement per linear foot of box length. AS5 is minimum required area of reinforcement per linear foot of box width.



CORNER OPTION "A" CORNER OPTION "B"

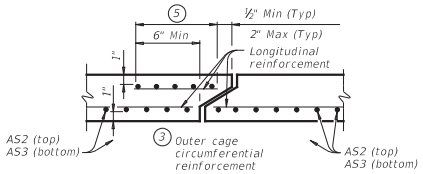
FILL HEIGHT 2 FT AND GREATER



CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT LESS THAN 2 FT

(4) Length is equal to spacing of longitudinal reinforcing plus 2". (10" Min) (Typ)



SECTION A-A

(Showing top and bottom slab joint reinforcement.)

MATERIAL NOTES:

Provide 0.03 sq. in./ft. minimum longitudinal reinforcement at each face in slabs and walls. This minimum requirement may be met by the transverse wires when wire mesh reinforcement is used.

Provide Class H concrete (f'c = 5,000 psi).

GENERAL NOTES:

Designs shown conform to ASTM C1577. Refer to ASTM C1577 for information or details not shown.

See Box Culverts Precast Miscellaneous Details (SCP-MD) standard sheet for details and notes not shown.

In lieu of furnishing the designs shown on this sheet, the contractor may furnish an alternate design that is equal to or exceeds the box design for the design fill height in the table. Submit shop plans for alternate designs in accordance with Item "Precast Concrete Structural Members (Fabrication)".

HL93 LOADING

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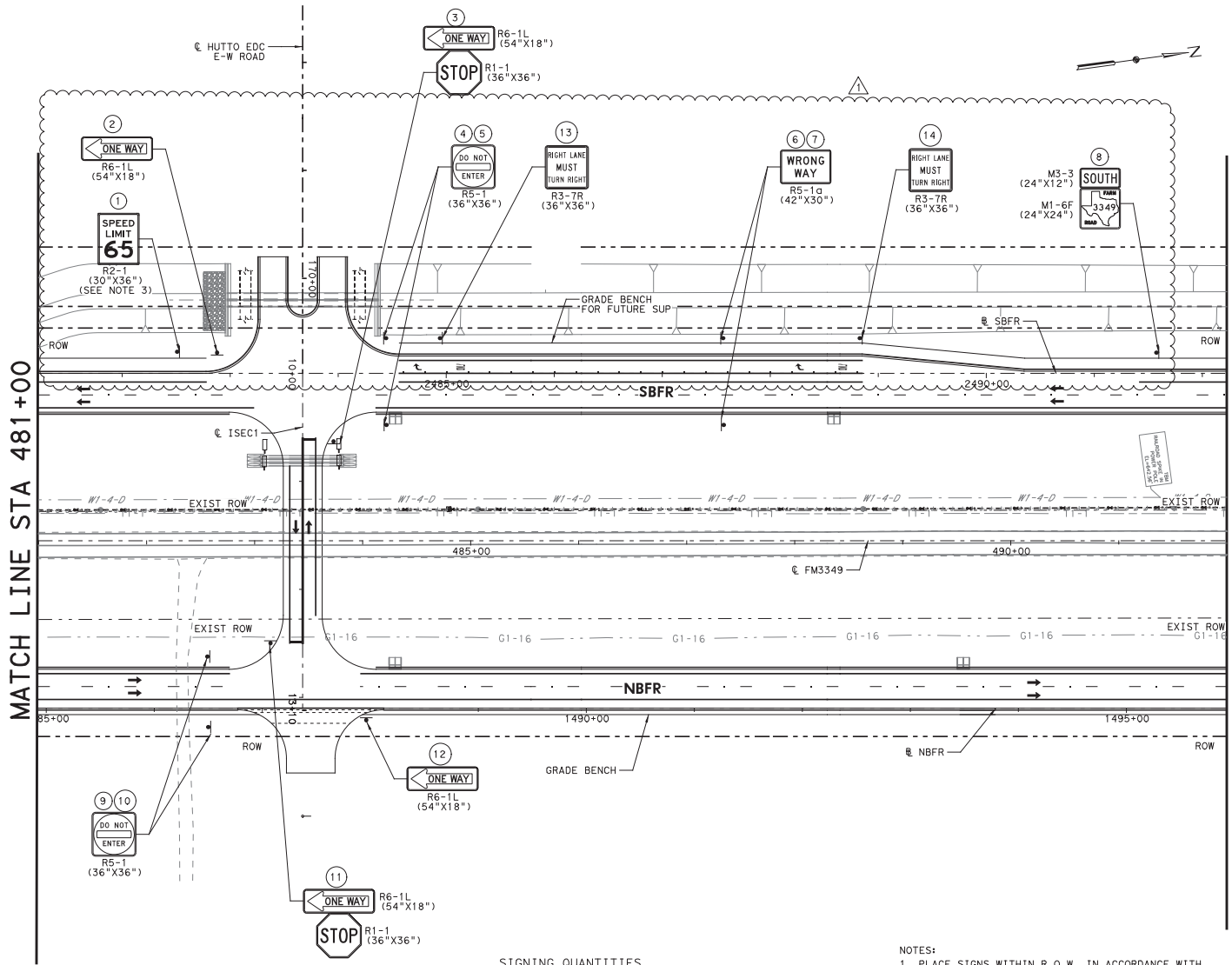
NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

Texas Department of Transportation — Bridge Division Standard

SINGLE BOX CULVERTS PRECAST
6'-0" SPAN

SCP-6

FILE: scp06sts-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS	3486	01	008, ETC	FM 3349
	DIST	COUNTY		SHEET NO.
	AUS	WILLIAMSON		449C



LEGEND

- PROPOSED LARGE SIGN NO.
- PROPOSED SMALL SIGN NO.
- EXISTING SIGN REMOVAL NO.
- EXISTING SIGN REMOVAL
- EXISTING SMALL SIGN
- EXISTING LARGE GROUND MOUNTED SIGN
- PROPOSED SMALL SIGN
- PROPOSED LARGE GROUND MOUNTED SIGN
- OVERHEAD SIGN BRIDGE
- DIRECTION OF TRAVEL
- RIGHT OF WAY

0 50 100 150 200
SCALE IN FEET

SIGNING QUANTITIES

TXDOT SPECS ITEM NO.	DESC. CODE	DESCRIPTION	UNIT	TOTAL
644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	2
644	6002	IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)	EA	2
644	6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	8
644	6007	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	EA	2

NOTES:

1. PLACE SIGNS WITHIN R.O.W. IN ACCORDANCE WITH TXDOT STANDARDS AND SPECIFICATIONS.
2. INSTALL SIGN POSTS ON OUTSIDE OF FM 3349 ROADWAY TO PROVIDE 2' CLEAR OF GRADE BENCH, AS SHOWN IN LAYOUT.
3. COORDINATE WITH TXDOT TO CONFIRM SPEED LIMIT.

STATE OF TEXAS
PHILIP A. FULTON
73469
REGISTERED PROFESSIONAL ENGINEER
03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

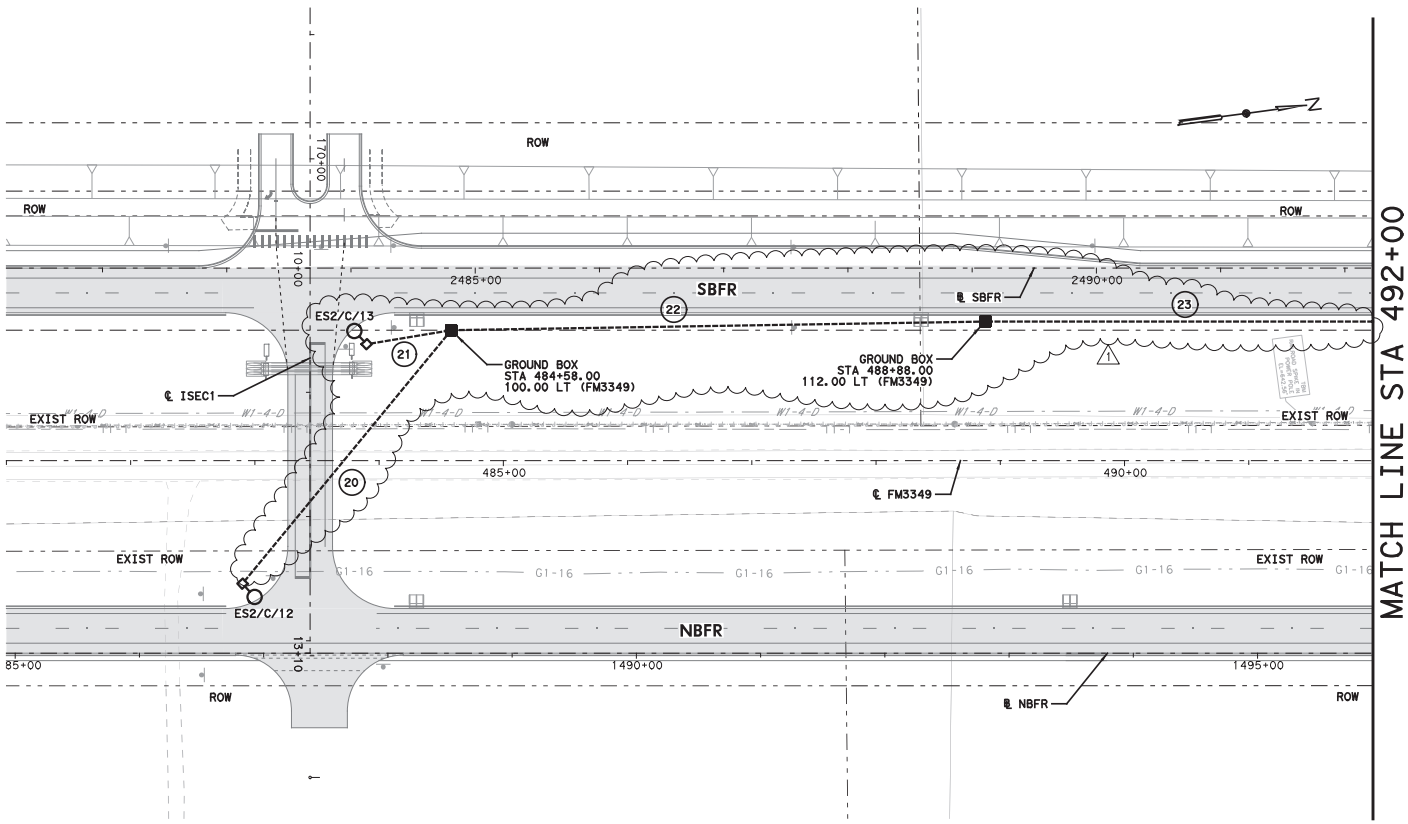
FM 3349

SIGNING LAYOUT
FM 3349
STA 481+00 TO STA 492+00

SCALE:1"=100' SHEET 7 OF 14

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
TG	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
SF	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	
FT	3486	01	008, ETC	642
CHECK				
TG				

PLOT DRIVER: TxDOT_PDF_BW.pltcfg
USER: BRTORRES
FILE: FM3349-SIGNING Plan Sheet 7
PENTABLE: 1025415.tbl
DATE: 2/27/2023 TIME: 2:47:02 PM SCALE: 1:100



ILLUMINATION LEGEND

- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO BRIDGE BLISTER, TYPE III DISTRIBUTION
- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO RETAINING WALL LIGHTING BRACKET, TYPE III DISTRIBUTION
- TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), TRANSFORMER BASE, TYPE III DISTRIBUTION
- TxDOT STANDARD TYPE II UNDERPASS ILLUMINATION ASSEMBLY, (1) LED LUMINAIRE (150W EQ), TYPE III DISTRIBUTION
- ELECTRICAL SERVICE ASSEMBLY, TYPE A, 240/480 VOLT, 1 PHASE, STEEL POLE
- GROUND BOX WITH APRON (NEMA 3R)
- GROUND BOX (NEMA 3R)
- JUNCTION BOX (NEMA 3R).
- DISCONNECT SWITCH (NEMA 3R)
- CONDUCTORS IN CONDUIT RUN (RIGID METAL CONDUIT)
- CONDUCTORS IN CONDUIT RUN (EMBEDDED IN BRIDGE STRUCTURE)
- CONDUCTORS IN CONDUIT RUN (TRENCH)
- CONDUCTORS IN CONDUIT RUN (BORED)
- XX — CONDUCTORS/CONDUIT SEGMENT NO.
- X/X/X — ILLUMINATION ASSEMBLY DESIGNATION
  - SERVICE POINT CIRCUIT DESIGNATION
  - ELECTRICAL SERVICE DESIGNATION

CONDUCTORS AND CONDUIT SUMMARY

SERVICE	CIRCUIT	SEGMENT NO.	SEGMENT LENGTH (LF)	CONDUIT (LF) 0618-6023 2" PVC SCH 40	CONDUCTORS (LF) 0620-6007 #8 BARE (GROUND)	CONDUCTORS (LF) 0620-6008 #8 XHHW (POWER)	NOTES
ES2	C	20	264	1 X 264 = 264	1 X 269 = 269	2 X 269 = 538	
ES2	C	21	69	1 X 69 = 69	1 X 74 = 74	2 X 74 = 148	
ES2	C	22	430	1 X 430 = 430	1 X 435 = 435	2 X 435 = 870	
ES2	C	23	312	1 X 312 = 312	1 X 317 = 317	2 X 317 = 634	
SHEET TOTAL				1075	1095	2190	

ROADWAY ILLUMINATION ASSEMBLY SUMMARY

SERVICE	POLE NO.	CIRCUIT	STATION	OFFSET	ASSEMBLY TYPE	NOTES
ES2	12	C	482+90.00	99.00 RT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES2	13	C	483+90.00	93.75 LT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	

SHEET SUMMARY OF ESTIMATED QUANTITIES

ITEM#	DESCRIPTION	UNIT	QTY
0416 6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	16
0432 6001	RIPRAP (CONC) (4 IN)	CY	1.26
0610 6216	IN RD IL (TY SA) 40T-10 (250W EQ) LED	EA	2
0618 6023	CONDT (PVC) (SCH 40) (2")	LF	1075
0620 6007	ELEC CONDR (NO.8) BARE	LF	1095
0620 6008	ELEC CONDR (NO.8) INSULATED	LF	2190
0624 6002	GROUND BOX TY A (122311)W/APRON	EA	2

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED ACCORDING TO THE MOST CURRENT TxDOT STANDARDS, UTILITY COMPANY STANDARDS, AND THE NATIONAL ELECTRIC CODE.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES THE EXACT LOCATION OF EXISTING/ PROPOSED UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT OR DAMAGE TO THE UTILITIES. THE CONTRACTOR SHALL SEEK THE APPROVAL OF THE ENGINEER AND ADJUST THE OFFSETS TO AVOID DAMAGE TO THE EXISTING/ PROPOSED UTILITIES.
3. REFER TO ILLUMINATION SUMMARIES, SCHEMATICS, AND TxDOT STANDARDS FOR ADDITIONAL INFORMATION.
4. PROPOSED ABOVE GROUND NEMA 3R JUNCTION BOXES SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE SUBSIDIARY TO THE VARIOUS BID ITEMS.
5. PROVIDE CONDUIT EXPANSION AND DEFLECTION COUPLING PRIOR TO ENTERING BRIDGE MOUNTED JUNCTION BOX FOR TRANSITION FROM UNDERGROUND CONDUIT TO BRIDGE EMBEDDED CONDUIT. COUPLING SHALL ALLOW FOR A MAXIMUM OF 4" HORIZONTAL AND VERTICAL MOVEMENT.
6. REFER TO BRIDGE DRAWINGS FOR EXACT LOCATION OF BRIDGE MOUNTED ILLUMINATION ASSEMBLIES AND ASSOCIATED INSTALLATION DETAILS.

STATE OF TEXAS
PAUL K. DAVILA
101043
LICENSED PROFESSIONAL ENGINEER
21 FEB 2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

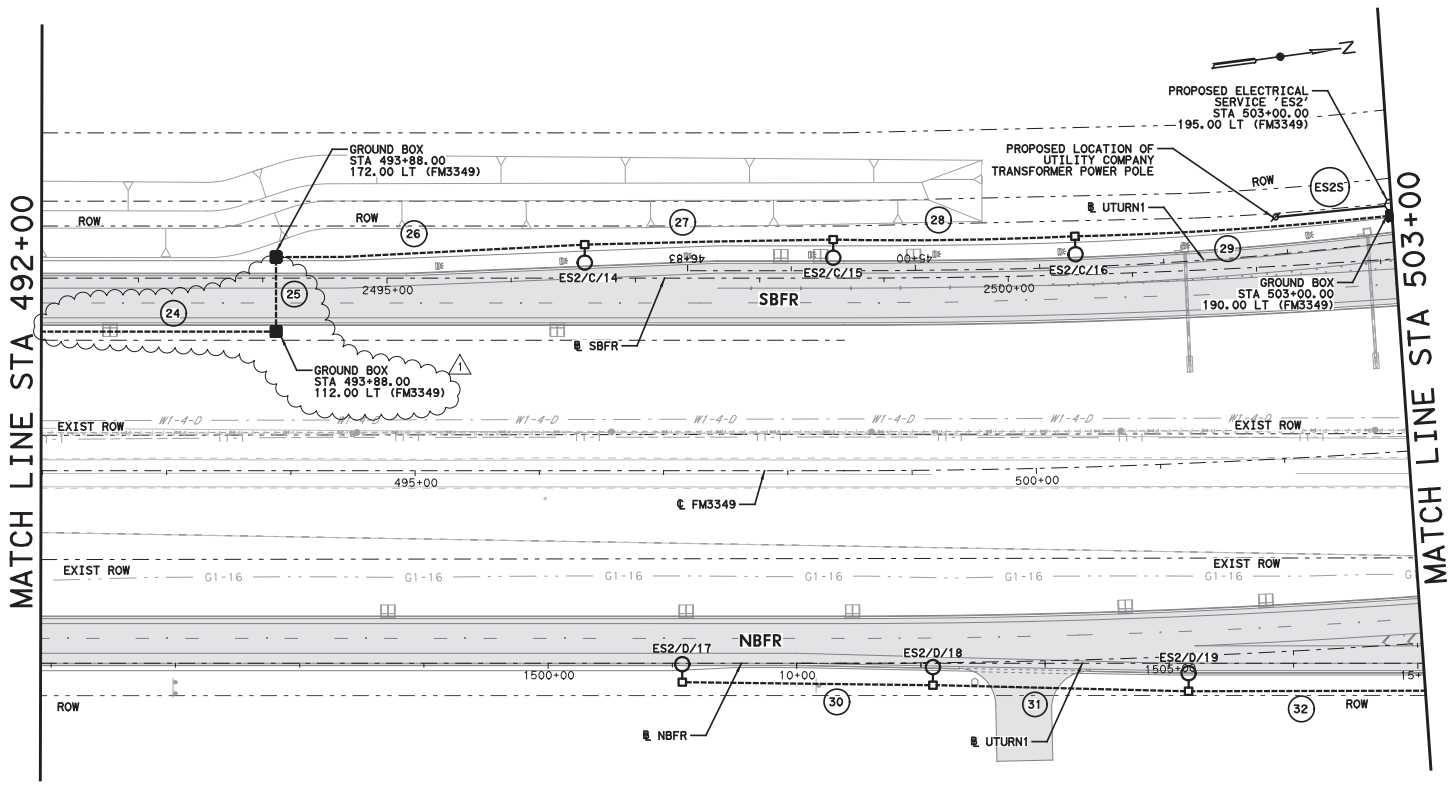
ILLUMINATION PLAN

STA 481+00 TO STA 492+00

SCALE: 1"=100' SHEET 4 OF 11

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
GRM	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
GRM	TEXAS	AUS	WILLIAMSON	701
CHECK	CONTROL	SECTION	JOB	
PKD	3486	01	008, ETC	
CHECK				
PKD				

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FILE: FM3349-Illumination Plan - STA 481+00 to STA 492+00



ILLUMINATION LEGEND

- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO BRIDGE BLISTER, TYPE III DISTRIBUTION
- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO RETAINING WALL LIGHTING BRACKET, TYPE III DISTRIBUTION
- TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), TRANSFORMER BASE, TYPE III DISTRIBUTION
- TxDOT STANDARD TYPE II UNDERPASS ILLUMINATION ASSEMBLY, (1) LED LUMINAIRE (150W EQ), TYPE III DISTRIBUTION
- ELECTRICAL SERVICE ASSEMBLY, TYPE A, 240/480 VOLT, 1 PHASE, STEEL POLE
- GROUND BOX WITH APRON (NEMA 3R)
- GROUND BOX (NEMA 3R)
- JUNCTION BOX (NEMA 3R).
- DISCONNECT SWITCH (NEMA 3R)
- CONDUCTORS IN CONDUIT RUN (RIGID METAL CONDUIT)
- CONDUCTORS IN CONDUIT RUN (EMBEDDED IN BRIDGE STRUCTURE)
- CONDUCTORS IN CONDUIT RUN (TRENCH)
- CONDUCTORS IN CONDUIT RUN (BORED)
- (XX) CONDUCTORS/CONDUIT SEGMENT NO.
- X/X/X — ILLUMINATION ASSEMBLY DESIGNATION
  - SERVICE POINT CIRCUIT DESIGNATION
  - ELECTRICAL SERVICE DESIGNATION

CONDUCTORS AND CONDUIT SUMMARY

SERVICE	CIRCUIT	SEGMENT NO.	SEGMENT LENGTH (LF)	CONDUIT (LF) 0618-6023 2" PVC SCH 40	CONDUCTORS (LF) 0620-6007 #8 BARE (GROUND)	CONDUCTORS (LF) 0620-6008 #8 XHHW (POWER)	NOTES
ES2		ES2S	94				1
ES2	C	24	188	1 X 188 = 188	1 X 193 = 193	2 X 193 = 386	
ES2	C	25	78	1 X 78 = 78	1 X 83 = 83	2 X 83 = 166	
ES2	C	26	249	1 X 249 = 249	1 X 254 = 254	2 X 254 = 508	
ES2	C	27	200	1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	
ES2	C	28	200	1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	
ES2	C	29	256	1 X 256 = 256	1 X 261 = 261	2 X 261 = 522	
ES2	D	30	202	1 X 202 = 202	1 X 207 = 207	2 X 207 = 414	
ES2	D	31	205	1 X 205 = 205	1 X 210 = 210	2 X 210 = 420	
ES2	D	32	190	1 X 190 = 190	1 X 195 = 195	2 X 195 = 390	
SHEET TOTAL				1768 (1)	1813 (1)	3626 (1)	

NOTE:
1) AERIAL SERVICE DROP (CONDUCTORS, SERVICE GRIPS, AND SERVICE CONNECTORS) OWNED, INSTALLED AND CONNECTED TO SERVICE ENTRANCE CONDUCTORS BY UTILITY COMPANY. COORDINATE WITH UTILITY COMPANY REQUIREMENTS.

SHEET SUMMARY OF ESTIMATED QUANTITIES

ITEM#	DESCRIPTION	UNIT	QTY
0416 6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	48
0432 6001	RIPRAP (CONC)(4 IN)	CY	2.66
0610 6216	IN RD IL (TY SA) 40T-10 (250W EQ) LED	EA	6
0618 6023	CONDT (PVC) (SCH 40) (2")	LF	1768
0620 6007	ELEC CONDR (NO.8) BARE	LF	1813
0620 6008	ELEC CONDR (NO.8) INSULATED	LF	3626
0624 6002	GROUND BOX TY A (122311)W/APRON	EA	3
0628 6049	ELC SRV TY A 240/480 060(NS)SS(T)SP(O)	EA	1

ROADWAY ILLUMINATION ASSEMBLY SUMMARY

SERVICE	POLE NO.	CIRCUIT	STATION	OFFSET	ASSEMBLY TYPE	NOTES
ES2	14	C	496+36.50	182.00 LT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES2	15	C	498+36.50	186.00 LT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES2	16	C	500+36.50	186.00 LT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES2	17	D	497+15.00	170.25 RT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES2	18	D	499+15.00	173.00 RT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES2	19	D	501+15.00	183.25 RT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED ACCORDING TO THE MOST CURRENT TxDOT STANDARDS, UTILITY COMPANY STANDARDS, AND THE NATIONAL ELECTRIC CODE.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES THE EXACT LOCATION OF EXISTING/ PROPOSED UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT OR DAMAGE TO THE UTILITIES. THE CONTRACTOR SHALL SEEK THE APPROVAL OF THE ENGINEER AND ADJUST THE OFFSETS TO AVOID DAMAGE TO THE EXISTING/ PROPOSED UTILITIES.
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6. REFER TO BRIDGE DRAWINGS FOR EXACT LOCATION OF BRIDGE MOUNTED ILLUMINATION ASSEMBLIES AND ASSOCIATED INSTALLATION DETAILS.

STATE OF TEXAS
PAUL K. DAVILA
101043
LICENSED PROFESSIONAL ENGINEER
21 FEB 2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

ILLUMINATION PLAN

STA 492+00 TO STA 503+00

SCALE: 1"=100' SHEET 5 OF 11

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
GRM	6			FM 3349
GRAPHICS				
GRM	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK	TEXAS	AUS	WILLIAMSON	
PKD	CONTROL	SECTION	JOB	702
CHECK	3486	01	008, ETC	
PKD				

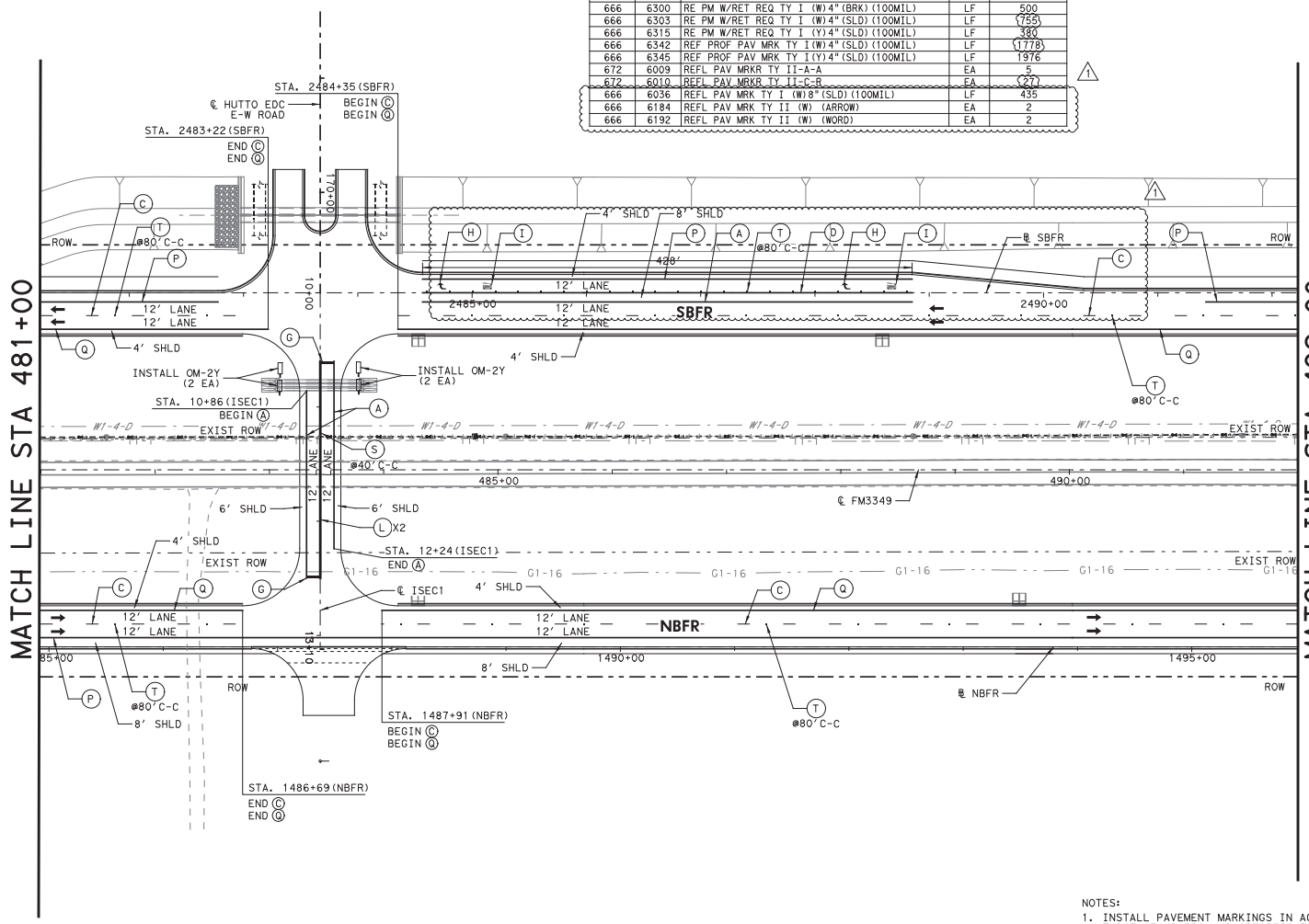
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FILE: FM3349-Illumination Plan - STA 492+00 to STA 503+00

PAVEMENT MARKING OFFSET TABLE

MARKING	ALIGNMENT	STATION	OFFSET	TO	STATION	OFFSET
STOP BAR	ISEC1	10+60	-	-	10+60	12L
STOP BAR	ISEC1	12+50	-	-	12+50	12R

PAVEMENT MARKING QUANTITIES

TXDOT SPECS		DESCRIPTION	UNIT	TOTAL
ITEM NO.	DESC. CODE			
658	6047	INSTL OM ASSM (OM-2Y)(WC)GND	EA	4
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	24
666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	500
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	(755)
666	6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	380
666	6342	REF PROF PAV MRK TY I(W)4"(SLD)(100MIL)	LF	(1778)
666	6345	REF PROF PAV MRK TY I(Y)4"(SLD)(100MIL)	LF	1976
672	6009	REFL PAV MRKR TY II-A-A	EA	5
672	6010	REFL PAV MRKR TY II-C-R	EA	(27)
666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	435
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	2
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	2



NOTES:
1. INSTALL PAVEMENT MARKINGS IN ACCORDANCE WITH TXDOT STANDARDS AND SPECIFICATIONS.

LEGEND

Ⓐ	REFL PAV MRK 4" (W) SLD		
Ⓑ	REFL PAV MRK 4" (W) DOT		
Ⓒ	REFL PAV MRK 4" (W) BRK		
Ⓓ	REFL PAV MRK 8" (W) SLD		
Ⓔ	REFL PAV MRK 8" (W) DOT		
Ⓕ	REFL PAV MRK 12" (W) SLD		
Ⓖ	REFL PAV MRK 24" (W) SLD		
Ⓗ	REFL PAV MRK (W) ARROW		
Ⓘ	REFL PAV MRK (W) WORD		
Ⓙ	REFL PAV MRK (W) YLD TRI (36")		
Ⓚ	REFL PAV MRK (W) LANE REDUCTION ARROW		
Ⓛ	REFL PAV MRK 4" (Y) SLD		
Ⓜ	REFL PAV MRK 4" (Y) BRK		
Ⓝ	REFL PAV MRK 12" (Y) SLD		
Ⓞ	REFL CNTST PAV MRK 4" (W) BRK		
Ⓟ	REFL PROF PAV MRK 4" (W) SLD		
Ⓠ	REFL PROF PAV MRK 4" (Y) SLD		
Ⓡ	RRPM TY I-C		
Ⓢ	RRPM TY II-A-A	(D-SY)SZ (BRF)CTB	
Ⓣ	RRPM TY II-C-R	(D-SW)SZ (BRF)GF1	
	DIRECTION OF TRAVEL	(D-SY)SZ (BRF)GF1	
	(D-SW)SZ 2(WC)GND	(D-SW)SZ 1(FLX)SRF	
	(D-SW)SZ 2(WC)GND(BI)	(D-SY)SZ 1(FLX)SRF	
	(D-SY)SZ 2(WC)GND	OM-2Y	
	(D-DW)SZ 2(WC)GND	OM-3L	
	(D-DY)SZ 2(WC)GND	OM-3R	
	(D-SW)SZ (BRF)CTB	RIGHT OF WAY	

0 50 100 150 200
SCALE IN FEET

STATE OF TEXAS
PHILIP A. FULTON
73469
REGISTERED
PROFESSIONAL
ENGINEER

03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

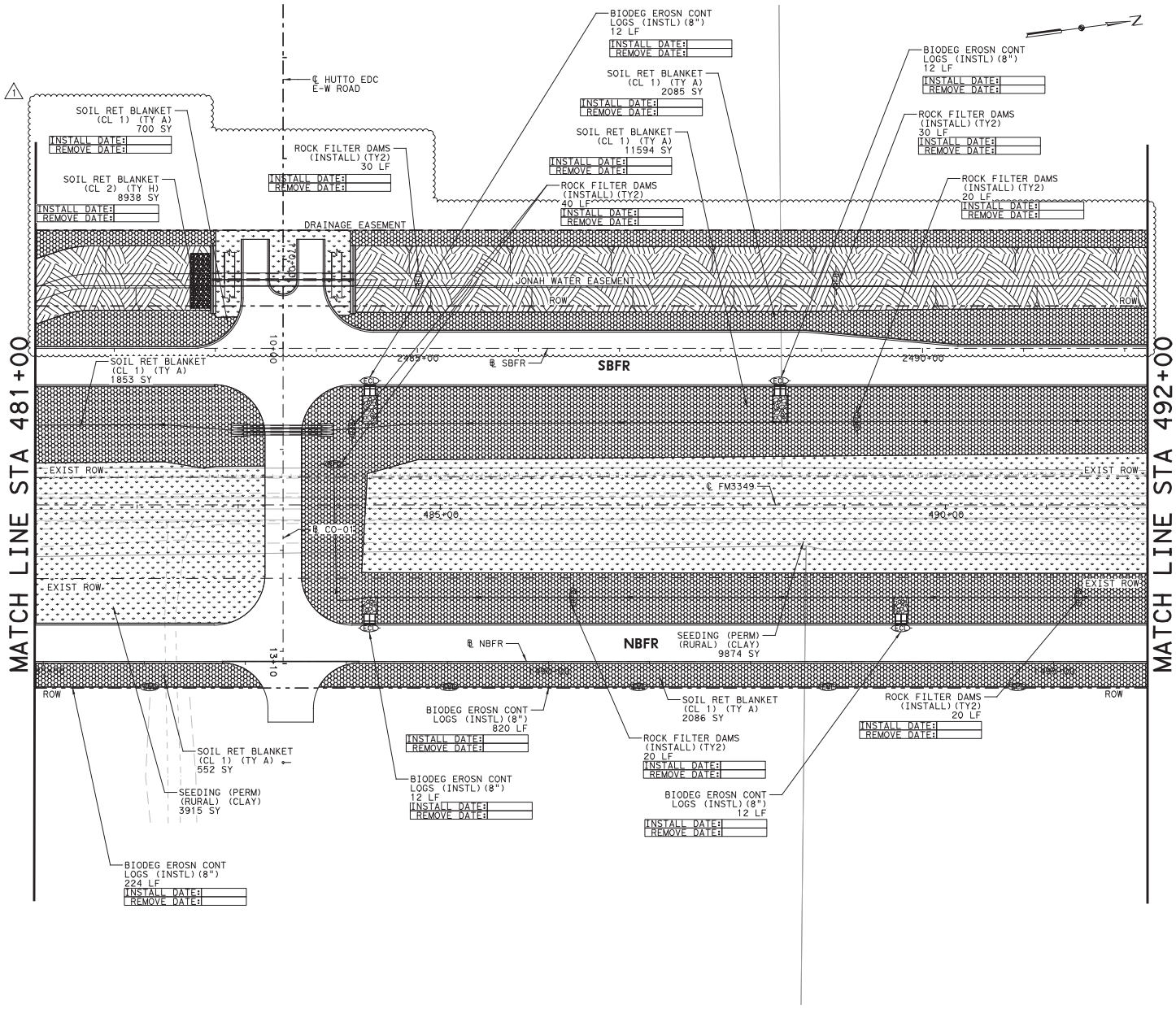
FM 3349

STRIPING AND DELINEATION LAYOUT
STA 481+00 TO STA 492+00

SCALE:1"=100' SHEET 7 OF 14

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TG	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
SF	TEXAS	AUS	WILLIAMSON	745
CHECK	CONTROL	SECTION	JOB	
FT	3486	01	008, ETC	
CHECK				
TG				

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LEGEND

- (1) SOIL RETENTION BLANKET CL1 TY A, SEEDING, 4" TOPSOIL, AND SOIL RETENTION BLANKET CL2 TY H.
- SOIL RETENTION BLANKET CL1 TY A, SEEDING, AND 4" TOPSOIL
- SEEDING
- STONE RIPRAP
- CONCRETE RIPRAP
- ECL — EROSION CONTROL LOG
- RFD — ROCK FILTER DAM
- (1) SEE PLAN SET GENERAL NOTES FOR REQUIREMENTS

NOTES:

1. CONSTRUCTION ENTRANCE/EXIT LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. PLACE FOUR 20'x50' CONSTRUCTION ENTRANCE/EXIT. SEE EC(3)-16 FOR DETAIL.
2. PERIMETER CONTROLS SHALL BE IN PLACE PRIOR TO COMMENCING ANY SOIL DISTURBING ACTIVITIES. PERIMETER DEVICES TO BE PLACED AT ROW OR EASEMENT UNLESS OTHERWISE NOTED.
3. FIELD VERIFY LOCATIONS OF BMPs SHOWN AND ALTER LOCATIONS AS NEEDED TO ACHIEVE INTENDED PURPOSE AS APPROVED.
4. MAINTAIN SW3P CONTROL MEASURES THROUGHOUT CONSTRUCTION.
5. CONTRACTOR RESPONSIBLE TO VEGETATE ANY ADDITIONAL DISTURBED AREAS NOT CALLED OUT IN PLANS. PROVIDE TOPSOIL AND SEEDING FOR THESE AREAS. SUBSIDIARY TO PERTINENT ITEMS.
6. SEE DRAINAGE PLANS FOR CONCRETE AND STONE RIPRAP QUANTITIES AND DETAILS.

0 50 100 150 200

SCALE IN FEET

STATE OF TEXAS
PHILIP A. FULTON
73469
REGISTERED PROFESSIONAL ENGINEER

03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY 1848

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

EROSION CONTROL PLAN

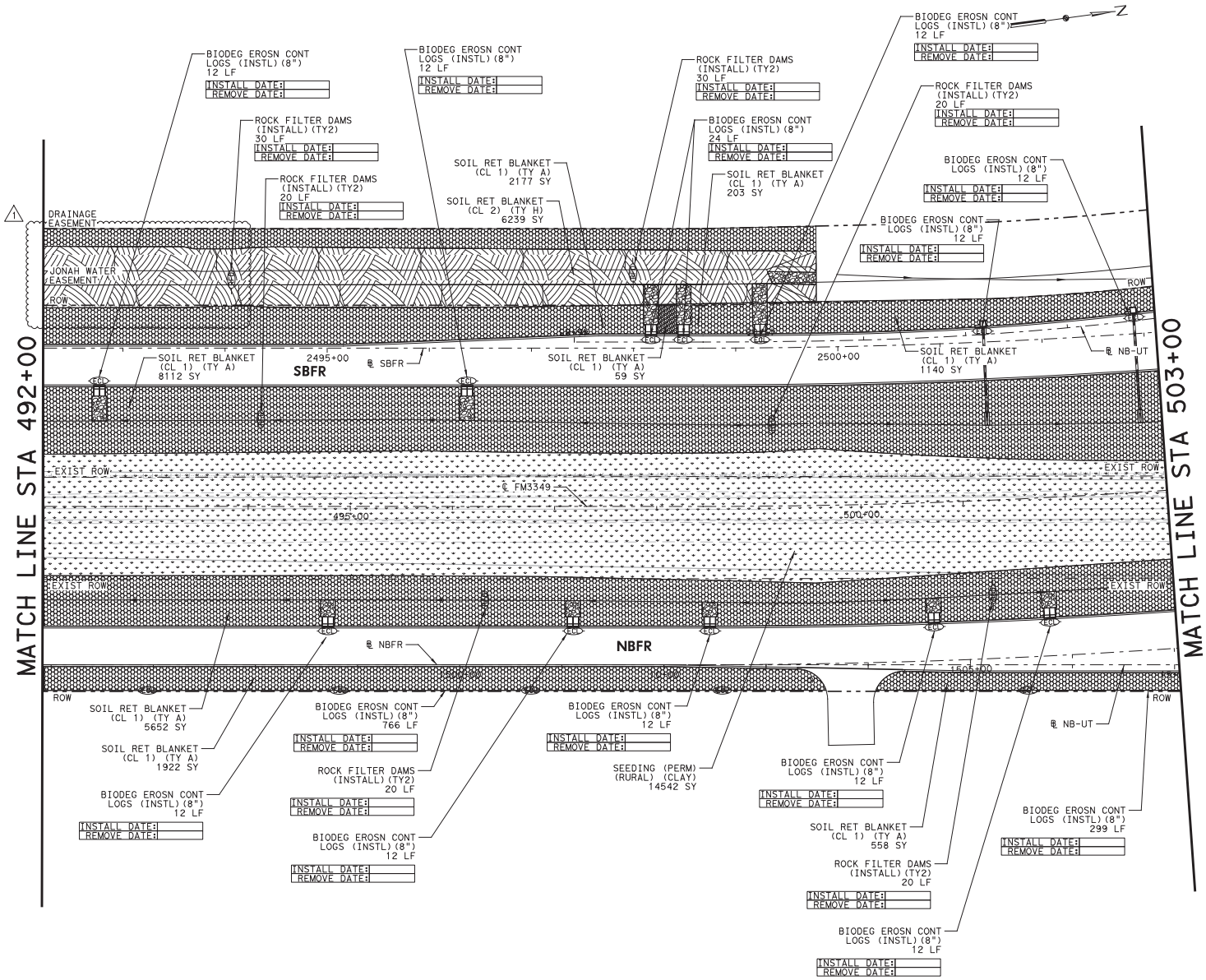
STA 481+00 TO STA 492+00

SCALE: 1"=100' SHEET 7 OF 14

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GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
SL	TEXAS	AUS	WILLIAMSON	787
CHECK	CONTROL	SECTION	JOB	
CHECK	3486	01	008, ETC	

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LEGEND

- (1) SOIL RETENTION BLANKET CL1 TY A, SEEDING, 4" TOPSOIL, AND SOIL RETENTION BLANKET CL2 TY H.
- SOIL RETENTION BLANKET CL1 TY A, SEEDING, AND 4" TOPSOIL
- SEEDING
- STONE RIPRAP
- CONCRETE RIPRAP
- (ECL) EROSION CONTROL LOG
- (RFD) ROCK FILTER DAM
- (1) SEE PLAN SET GENERAL NOTES FOR REQUIREMENTS

NOTES:

1. CONSTRUCTION ENTRANCE/EXIT LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. PLACE FOUR 20'x50' CONSTRUCTION ENTRANCE/EXIT. SEE EC(3)-16 FOR DETAIL.
2. PERIMETER CONTROLS SHALL BE IN PLACE PRIOR TO COMMENCING ANY SOIL DISTURBING ACTIVITIES. PERIMETER DEVICES TO BE PLACED AT ROW OR EASEMENT UNLESS OTHERWISE NOTED.
3. FIELD VERIFY LOCATIONS OF BMPs SHOWN AND ALTER LOCATIONS AS NEEDED TO ACHIEVE INTENDED PURPOSE AS APPROVED.
4. MAINTAIN SW3P CONTROL MEASURES THROUGHOUT CONSTRUCTION.
5. CONTRACTOR RESPONSIBLE TO VEGETATE ANY ADDITIONAL DISTURBED AREAS NOT CALLED OUT IN PLANS. PROVIDE TOPSOIL AND SEEDING FOR THESE AREAS. SUBSIDIARY TO PERTINENT ITEMS.
6. SEE DRAINAGE PLANS FOR CONCRETE AND STONE RIPRAP QUANTITIES AND DETAILS.

0 50 100 150 200

SCALE IN FEET

STATE OF TEXAS
PHILIP A. FULTON
73469
REGISTERED PROFESSIONAL ENGINEER

Philip A. Fulton 03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

Texas Department of Transportation

FM 3349

EROSION CONTROL PLAN

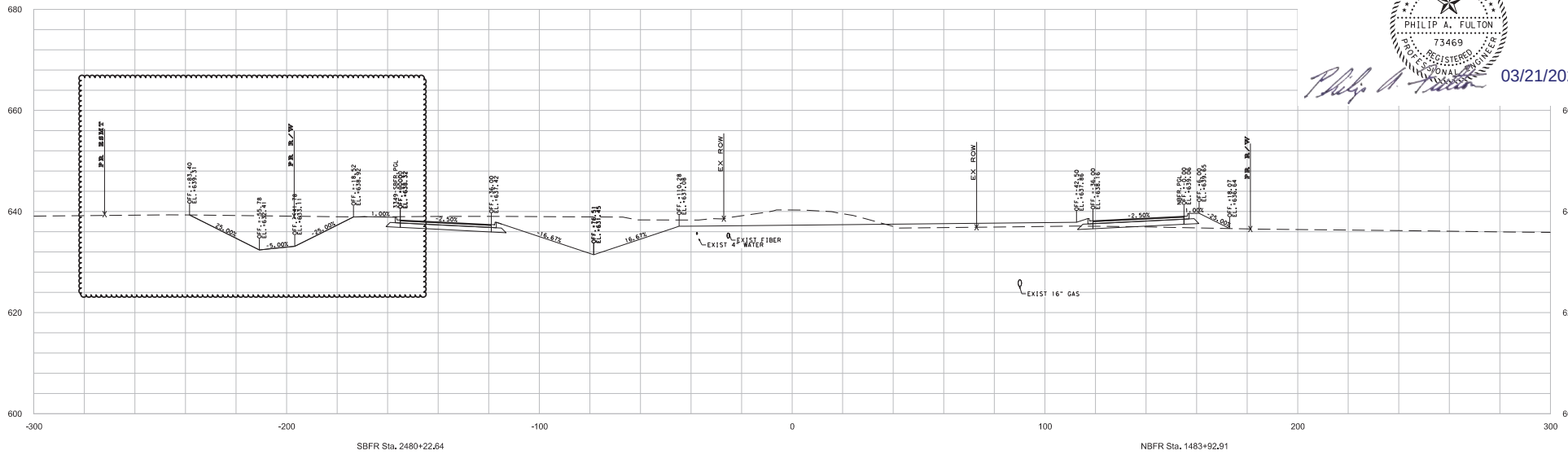
STA 492+00 TO 503+00

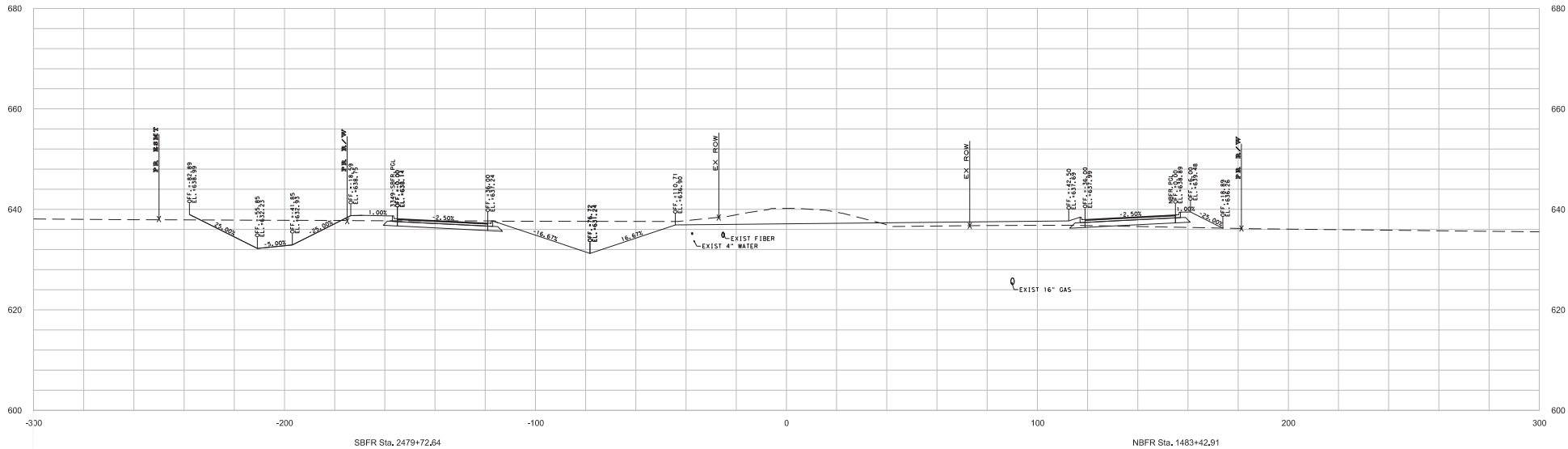
SCALE: 1"=100' SHEET 8 OF 14

DESIGN	FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
KS	6			FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY	SHEET NO.
LG	TEXAS	AUS	WILLIAMSON	
CHECK	CONTROL	SECTION	JOB	788
CHECK	3486	01	008, ETC	

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CHANGE ORDER NO. 2





NOTE: UTILITY INFORMATION DEPICTED ON THESE CROSS SECTIONS WAS PROVIDED BY OTHERS. DEPTHS AND LOCATIONS ARE APPROXIMATE AND ARE PROVIDED FOR INFORMATION ONLY. CONTRACTOR SHALL VERIFY EXACT LOCATIONS AND DEPTHS OF UTILITIES PRIOR TO CONSTRUCTION.

STATE OF TEXAS
PHILIP A. FULTON
73469
REGISTERED
PROFESSIONAL ENGINEER

Philip A. Fulton 03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 479+50.00 TO STA 480+00.00

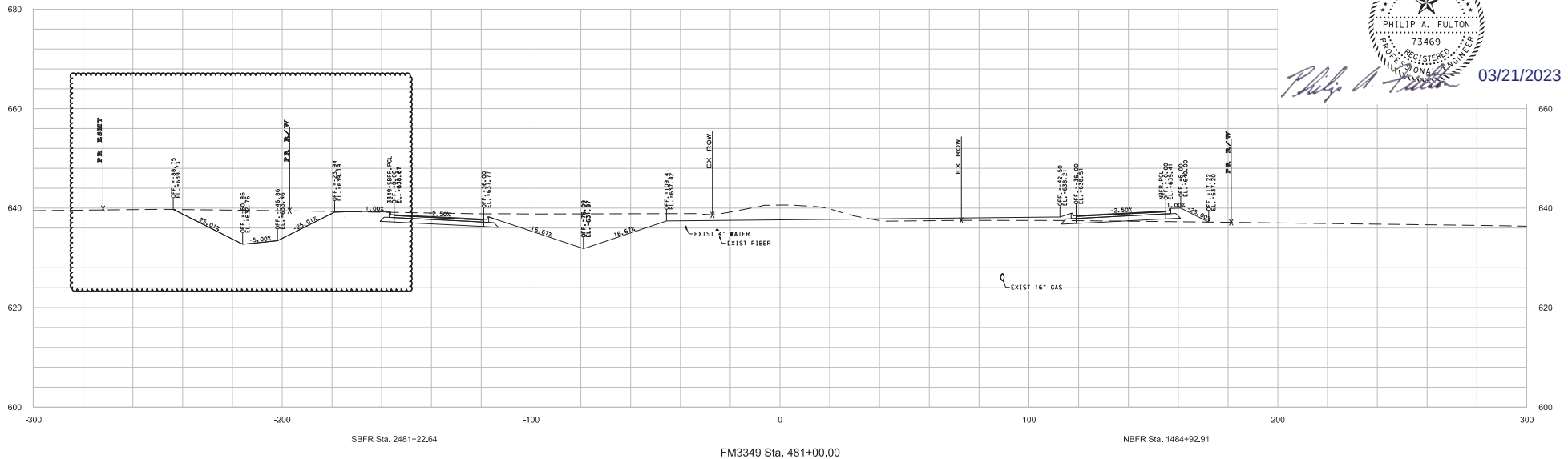
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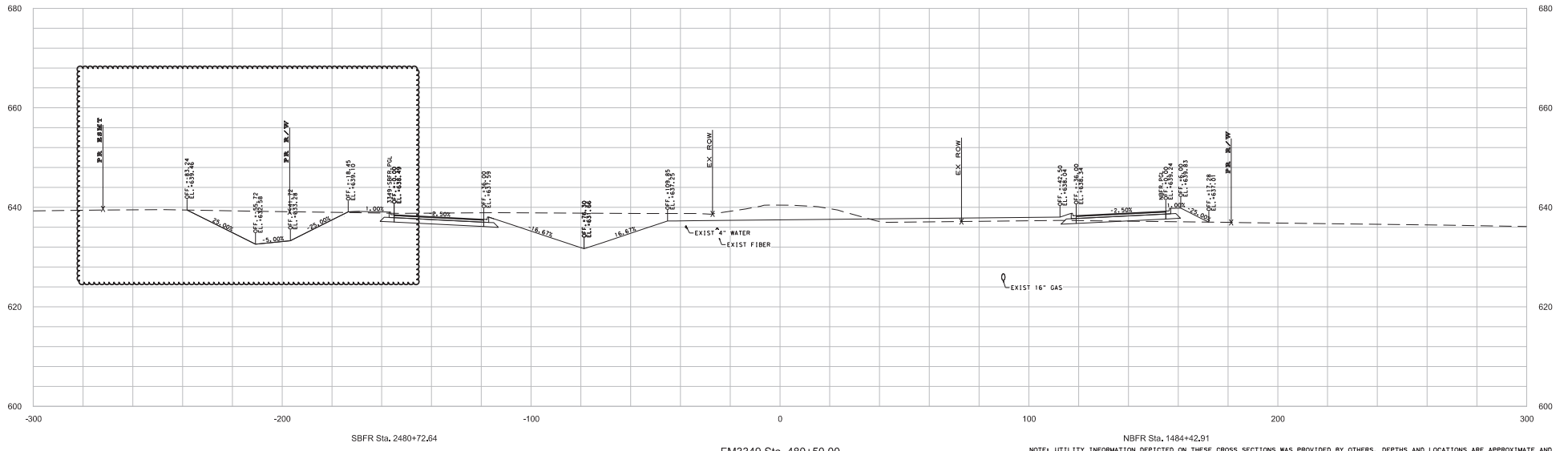
FM 3349
CROSS SECTIONS

SHEET NO.
XS-66

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CHANGE ORDER NO. 2





STATE OF TEXAS
PHILIP A. FULTON
73469
REGISTERED
PROFESSIONAL ENGINEER

03/21/2023

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NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

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710 Hesters Crossing Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 480+50.00 TO STA 481+00.00

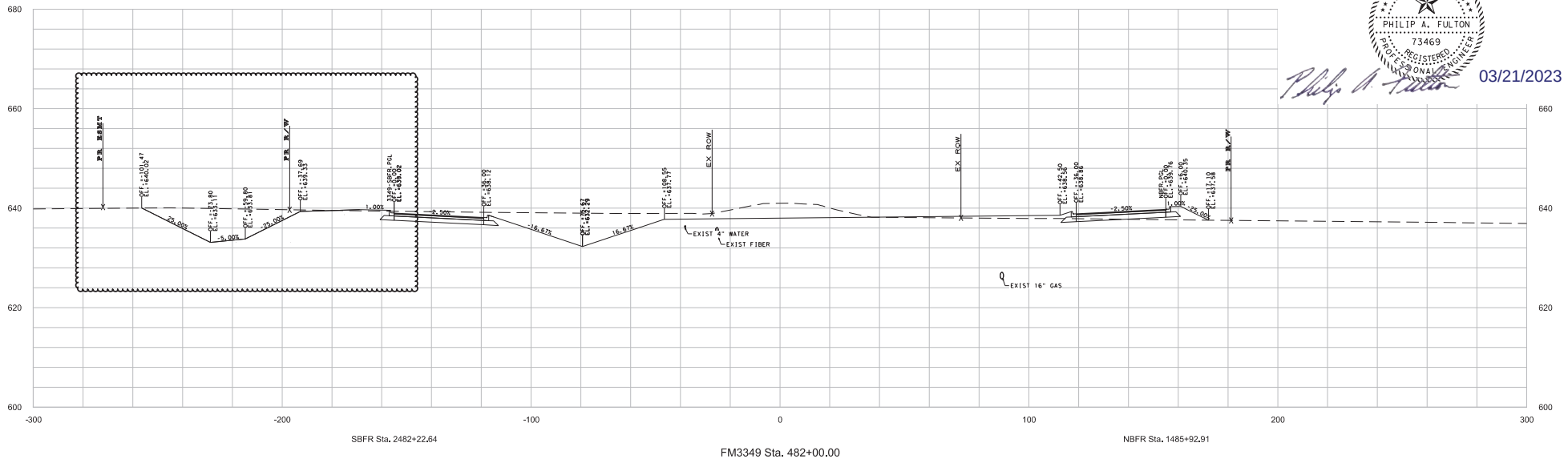
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FM 3349
CROSS SECTIONS

SHEET NO.
XS-67

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SCALE:1:480

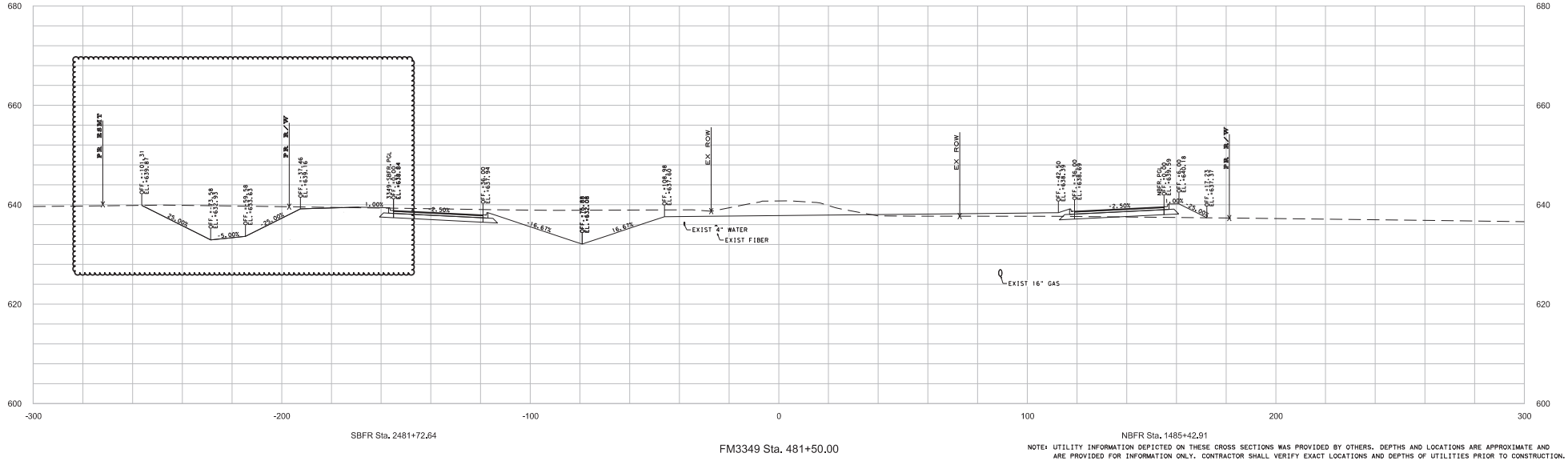
CHANGE ORDER NO. 2



SBFR Sta. 2482+22.64

NBFR Sta. 1485+92.91

FM3349 Sta. 482+00.00



SBFR Sta. 2481+72.64

NBFR Sta. 1485+42.91

FM3349 Sta. 481+50.00

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STATE OF TEXAS
PHILIP A. FULTON
73469
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03/21/2023

NO.	DATE	REVISION	APPROVED
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WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 481+50.00 TO STA 482+00.00

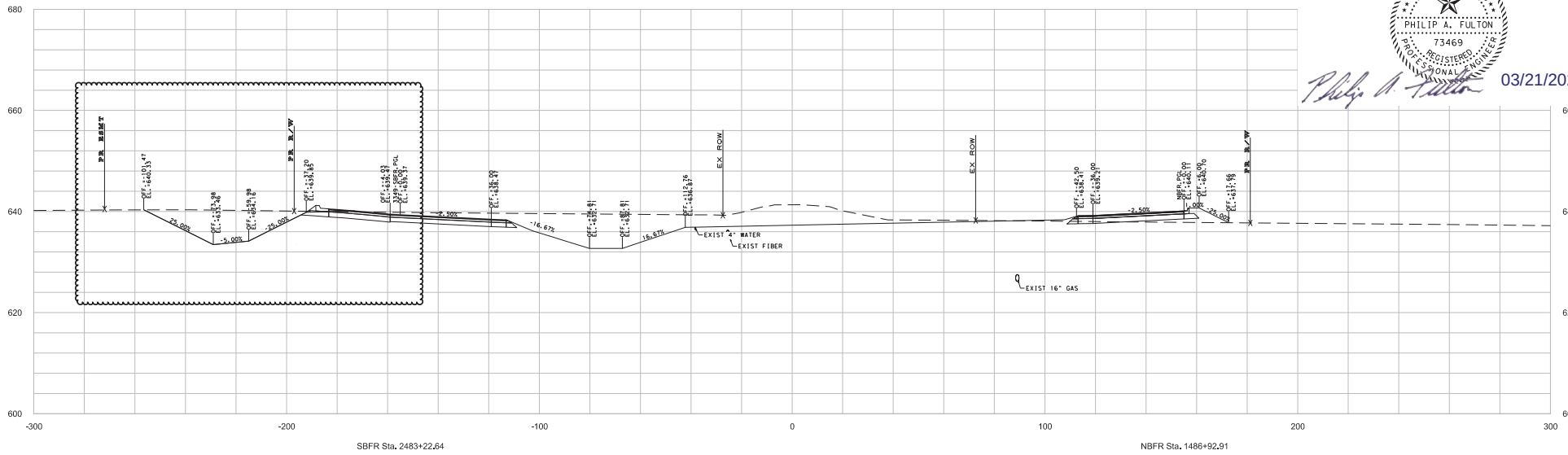
SCALE: HORIZ: 1"=40'
VERT: 1"=20'

FM 3349
CROSS SECTIONS

SHEET NO.
XS-68

PLOT DRIVER: TXDOT_PDF_BW.pltcfg
USER: KSTANTON DATE: 2/21/2023
FILE: \
TIME: 6:55:39 AM
PENTABLE: 0025456.tbl
SCALE:1:480

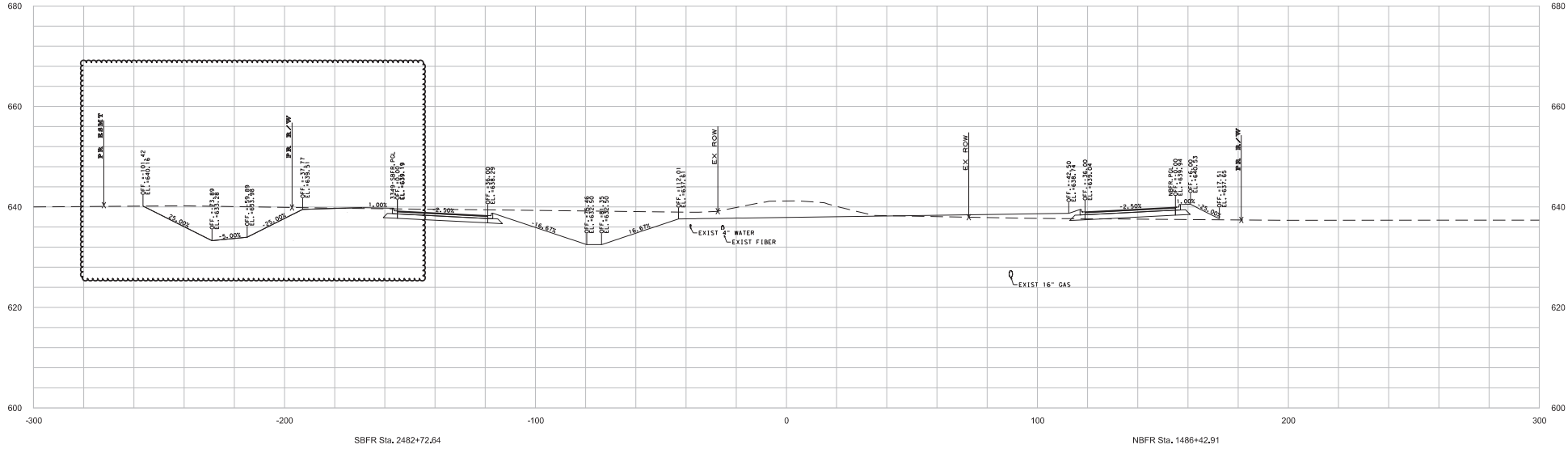
CHANGE ORDER NO. 2



SBFR Sta. 2483+22.64

NBFR Sta. 1486+92.91

FM3349 Sta. 483+00.00



SBFR Sta. 2482+72.64

NBFR Sta. 1486+42.91

FM3349 Sta. 482+50.00

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WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing Suite 150
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Texas Registered Engineering Firm F-754

STA 482+50.00 TO STA 483+00.00

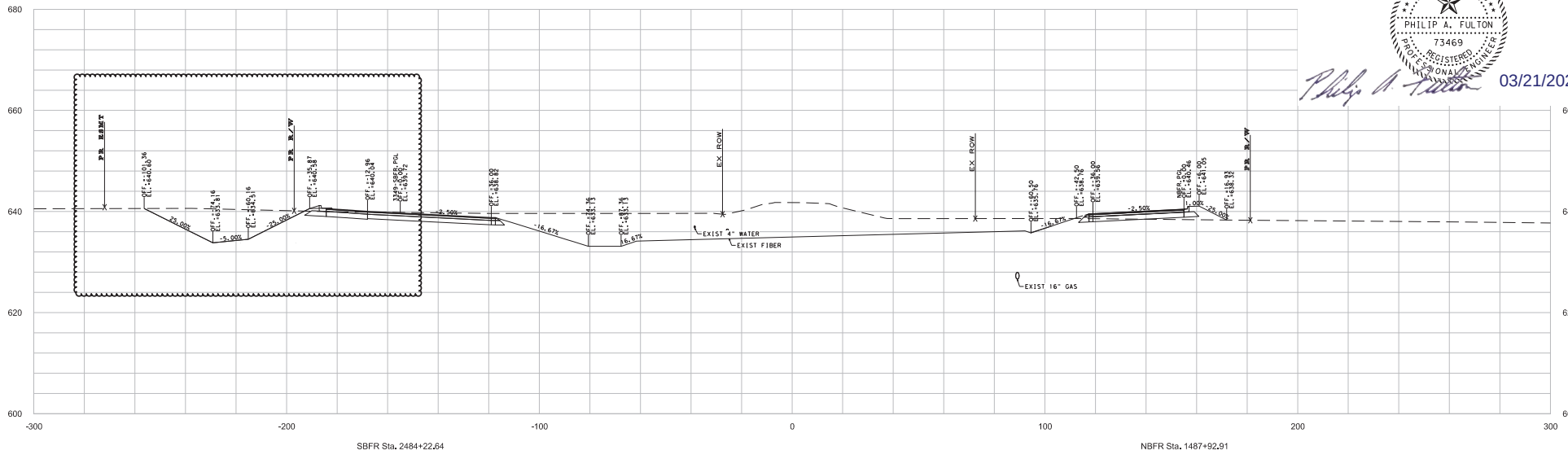
SCALE: HORIZ: 1"=40'
VERT: 1"=20'

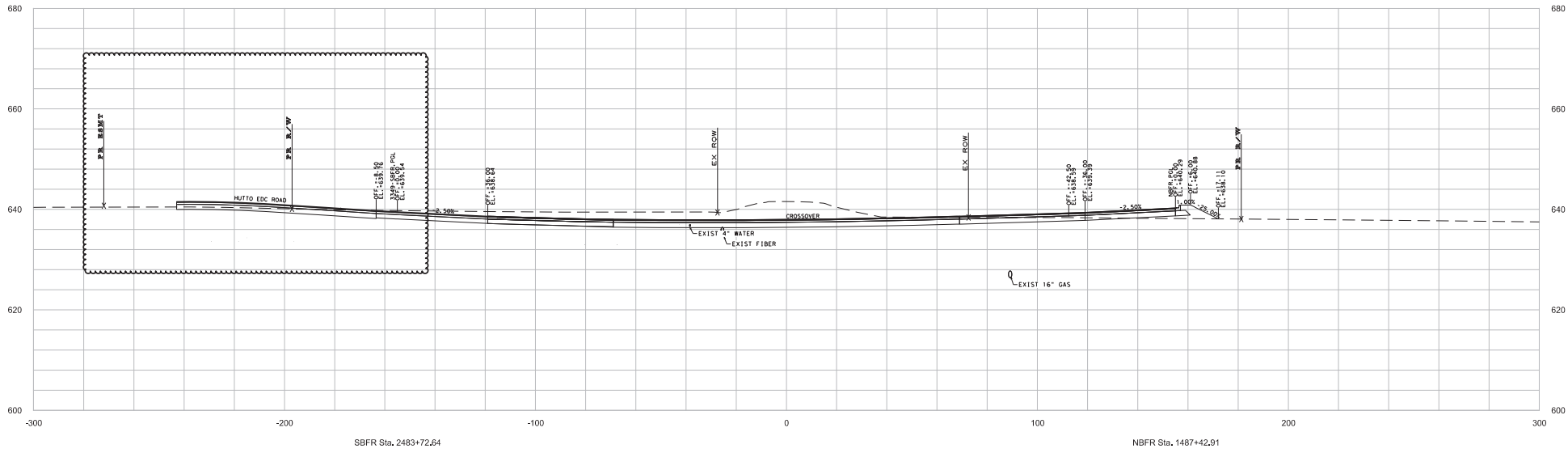
FM 3349
CROSS SECTIONS

SHEET NO.
XS-69

PLOT DRIVER: TXDOT_PDF_BW.pltcfg
USER: KSTANTON
FILE: \
DATE: 2/21/2023
TIME: 6:55:40 AM
PENTABLE: 1025455.tbl
SCALE: 1:480

CHANGE ORDER NO. 2





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1	2/21/23	CO #2	PAF

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STA 483+50.00 TO STA 484+00.00

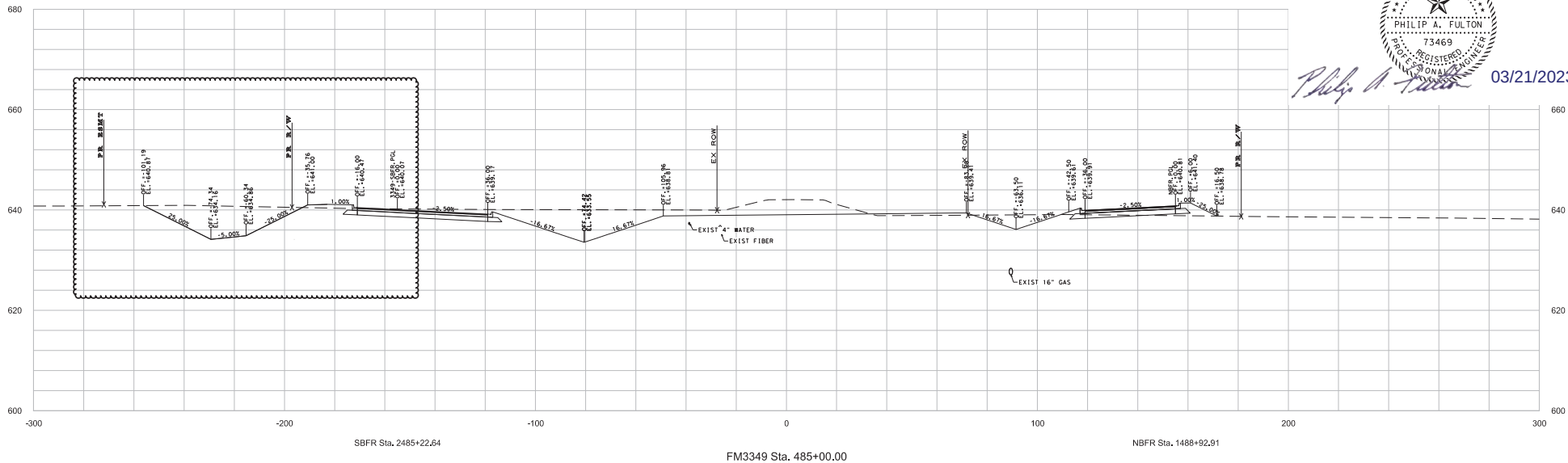
SCALE: HORIZ: 1"=40'
VERT: 1"=20'

FM 3349
CROSS SECTIONS

SHEET NO.
XS-70

PLOT DRIVER: TXDOT_PDF_BW.pltcfg PENTABLE: 0025455.tbl
USER: KSTANTON DATE: 2/21/2023 TIME: 6:55:42 AM SCALE:1:480
FILE: \

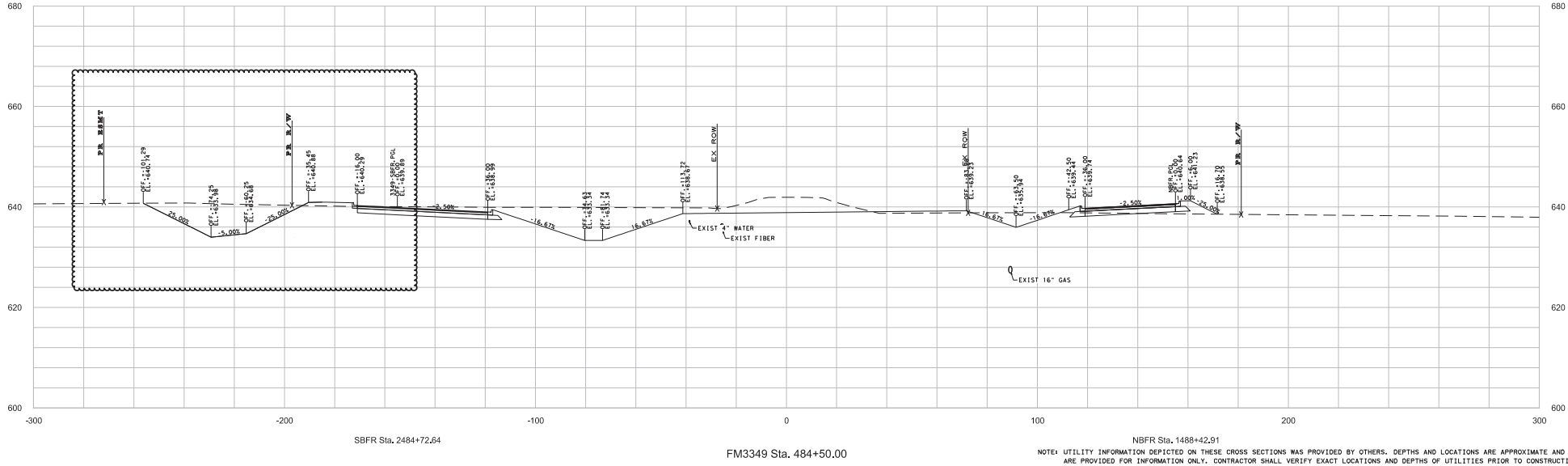
CHANGE ORDER NO. 2



SBFR Sta. 2485+22.64

FM3349 Sta. 485+00.00

NBFR Sta. 1488+92.91



SBFR Sta. 2484+72.64

FM3349 Sta. 484+50.00

NBFR Sta. 1488+42.91

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STA 484+50.00 TO STA 485+00.00

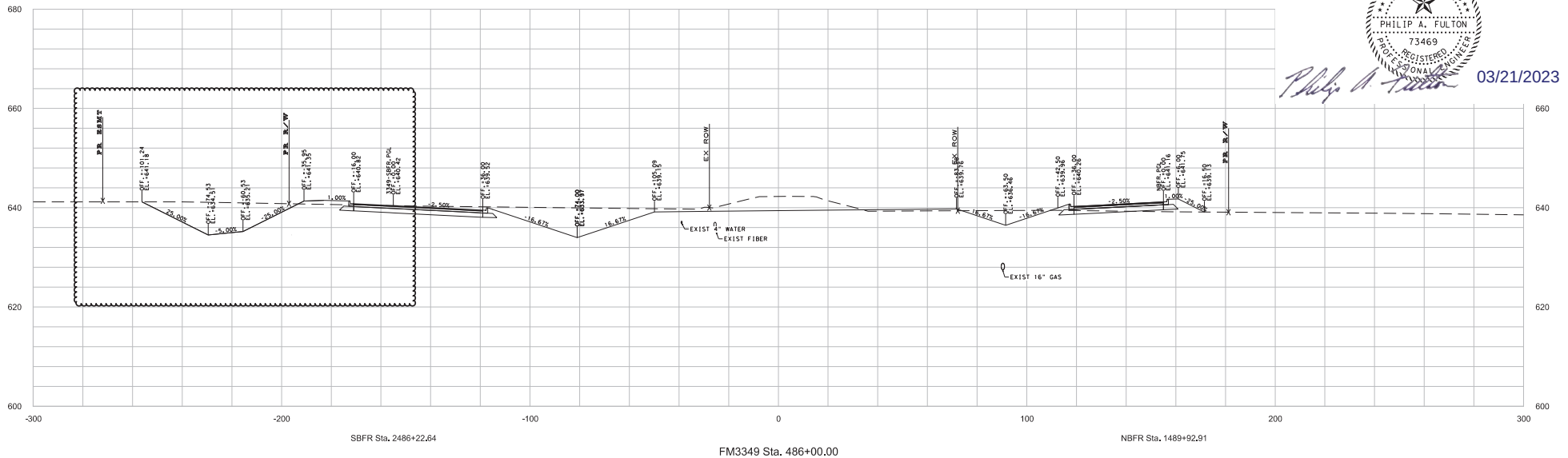
SCALE: HORIZ: 1"=40'
VERT: 1"=20'

FM 3349
CROSS SECTIONS

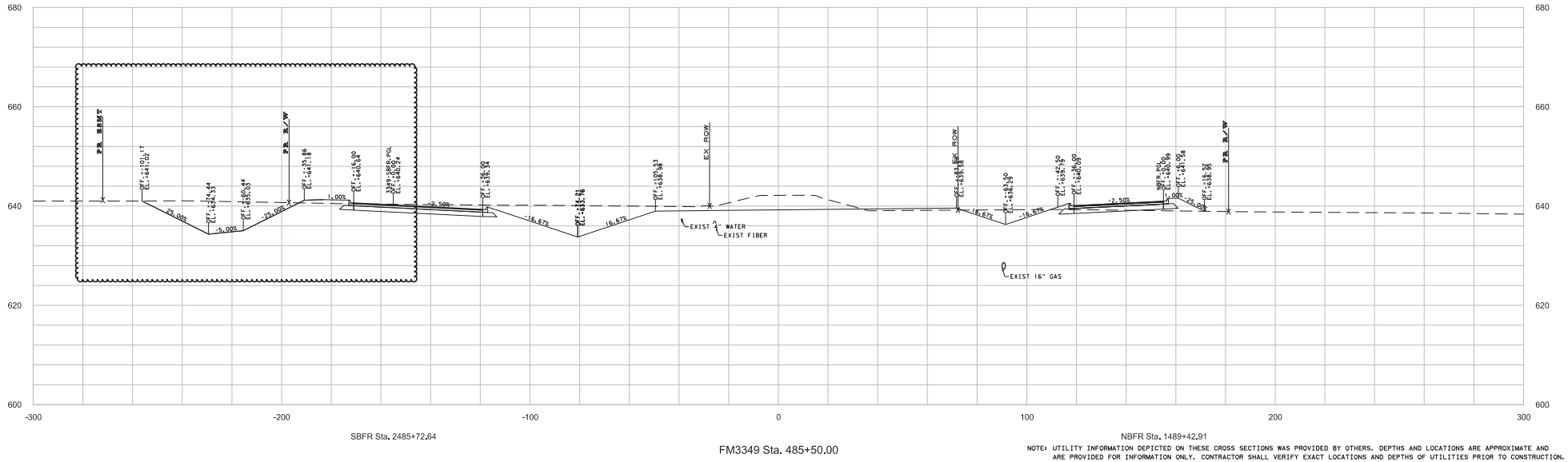
SHEET NO.
XS-71

PLOT DRIVER: TXDOT_PDF_BW.pltcfg PENTABLE: 0025455.tbl
USER: KSTANTON DATE: 2/21/2023 TIME: 6:55:43 AM SCALE: 1:480
FILE: \

CHANGE ORDER NO. 2



FM3349 Sta. 486+00.00



FM3349 Sta. 485+50.00

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STA 485+50.00 TO STA 486+00.00

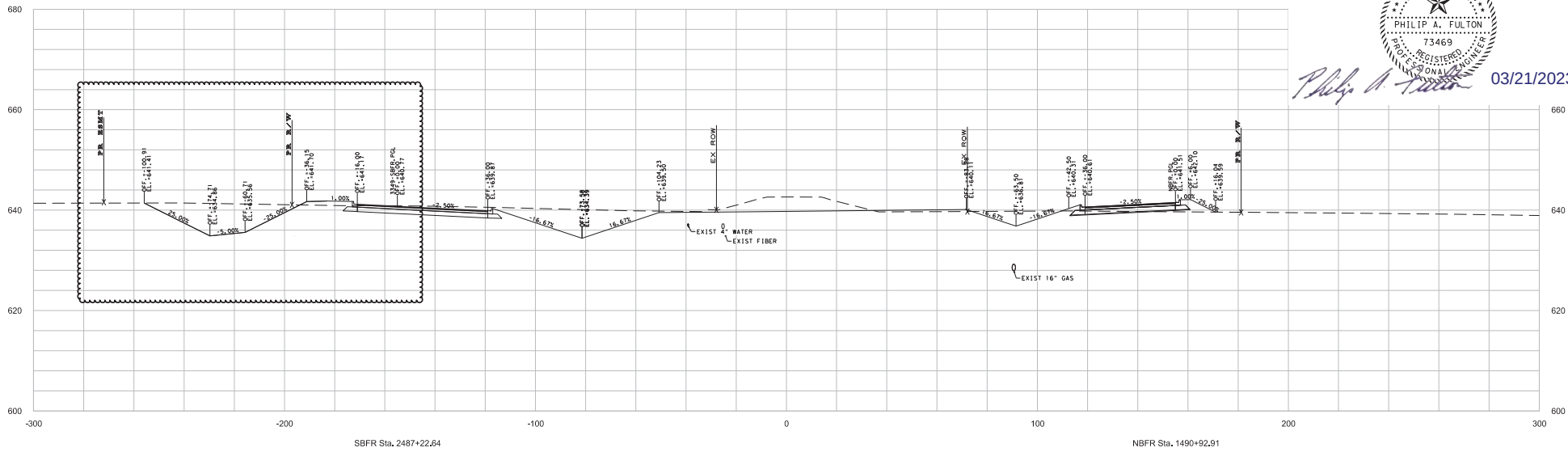
SCALE: HORIZ: 1"=40'
VERT: 1"=20'

FM 3349
CROSS SECTIONS

SHEET NO.
XS-72

PLOT DRIVER: TXDOT_PDF_BW.pltcfg PENTABLE: 1025456.tbl
USER: KSTANTON DATE: 2/21/2023 TIME: 6:55:45 AM SCALE: 1:480
FILE: \

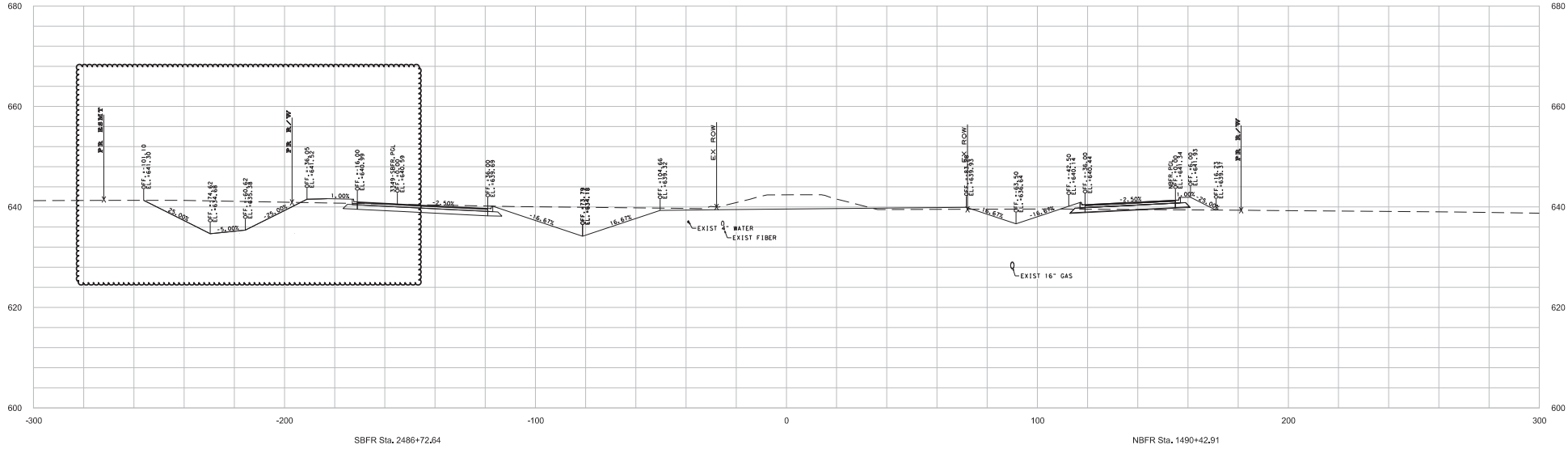
CHANGE ORDER NO. 2



SBFR Sta. 2487+22.64

FM3349 Sta. 487+00.00

NBFR Sta. 1490+92.91



SBFR Sta. 2486+72.64

FM3349 Sta. 486+50.00

NBFR Sta. 1490+42.91

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STA 486+50.00 TO STA 487+00.00

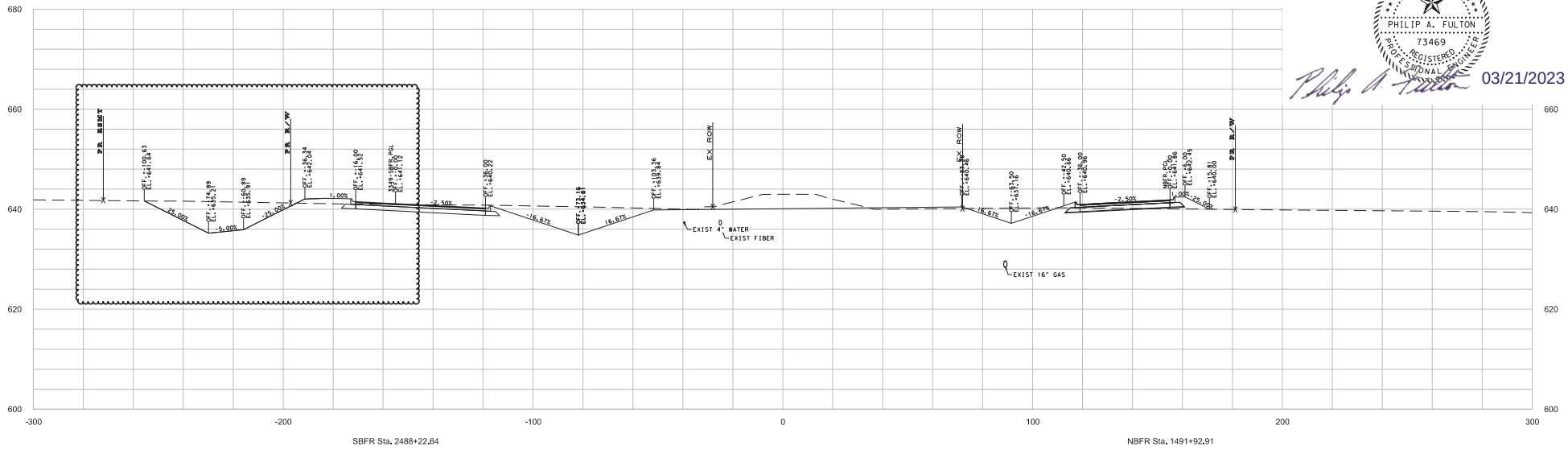
SCALE: HORIZ: 1"=40'
VERT: 1"=20'

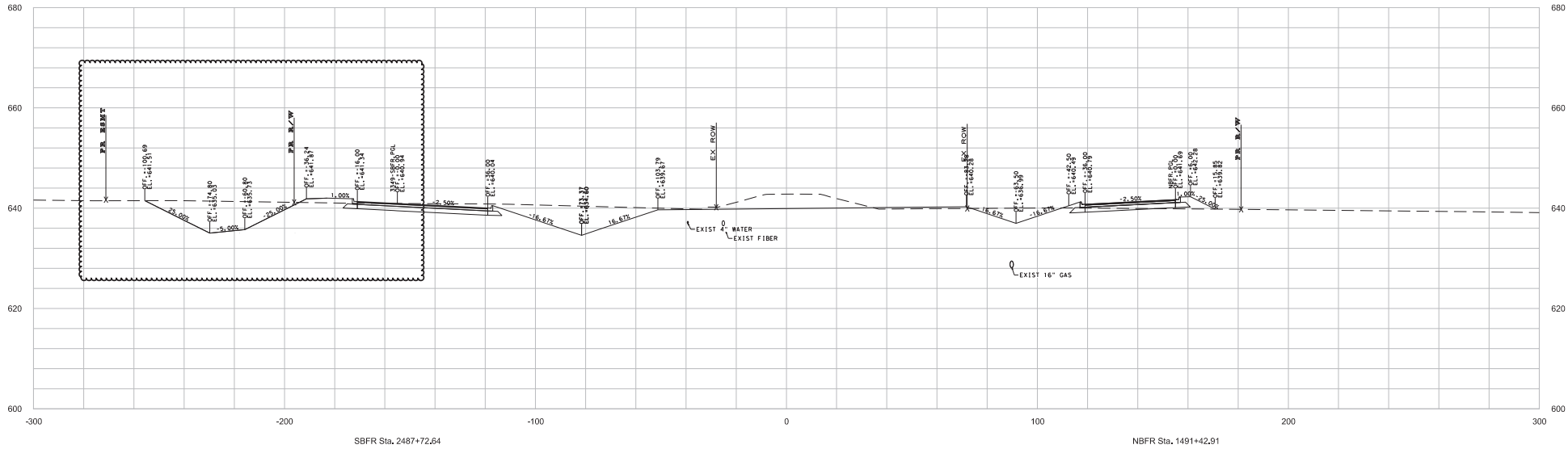
FM 3349
CROSS SECTIONS

SHEET NO.
XS-73

PLOT DRIVER: TXDOT_PDF_BW.pltcfg
USER: KSTANTON
FILE: \
DATE: 2/21/2023
TIME: 6:55:46 AM
PENTABLE: 1025465.tbl
SCALE: 1:480

CHANGE ORDER NO. 2





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STA 487+50.00 TO STA 488+00.00

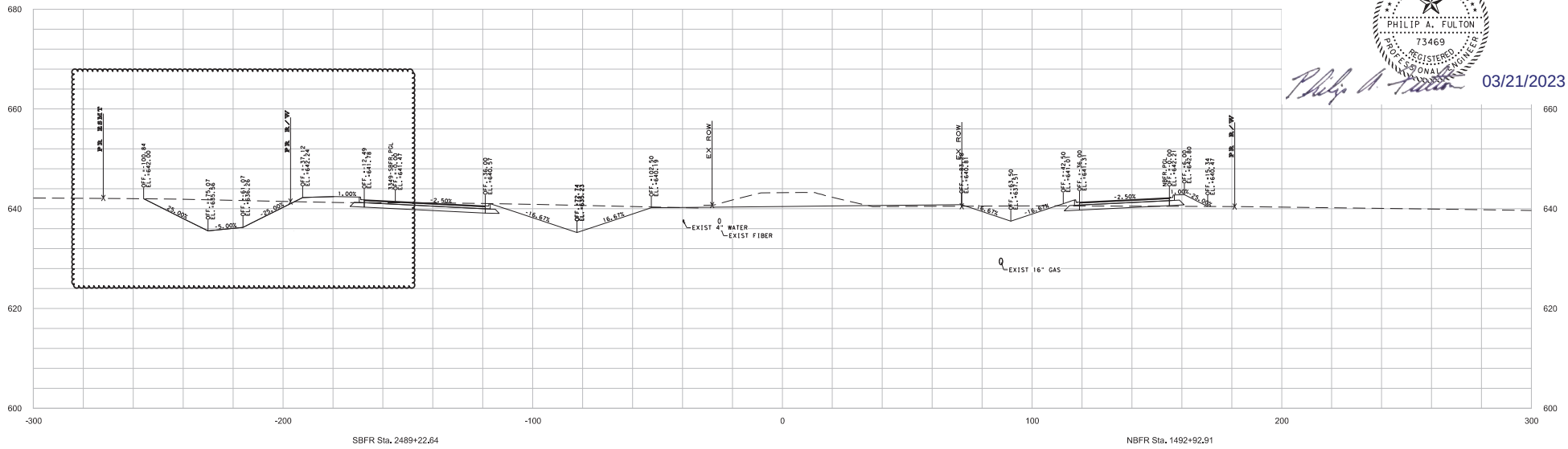
SCALE: HORIZ: 1"=40'
VERT: 1"=20'

FM 3349
CROSS SECTIONS

SHEET NO.
XS-74

PLOT DRIVER: TXDOT_PDF_BW.pltcfg
USER: KSTANTON
FILE: \
DATE: 2/21/2023
TIME: 6:55:48 AM
PENTABLE: 1025455.tbl
SCALE: 1:480

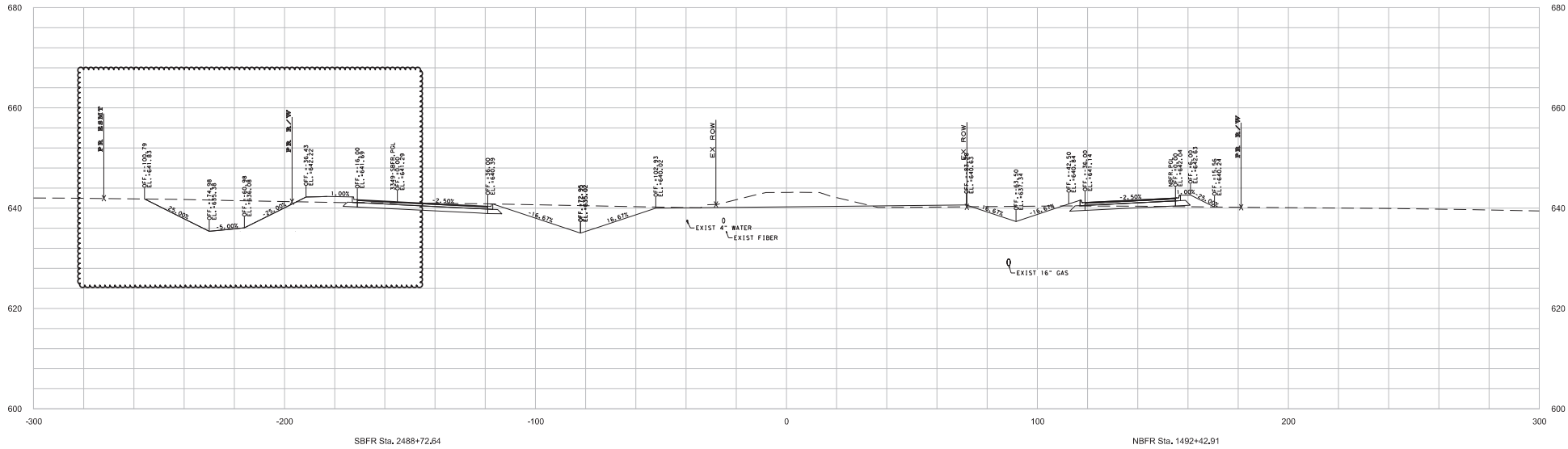
CHANGE ORDER NO. 2



SBFR Sta. 2489+22.64

FM3349 Sta. 489+00.00

NBFR Sta. 1492+92.91



SBFR Sta. 2488+72.64

FM3349 Sta. 488+50.00

NBFR Sta. 1492+42.91

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Round Rock, Texas 78681
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STA 488+50.00 TO STA 489+00.00

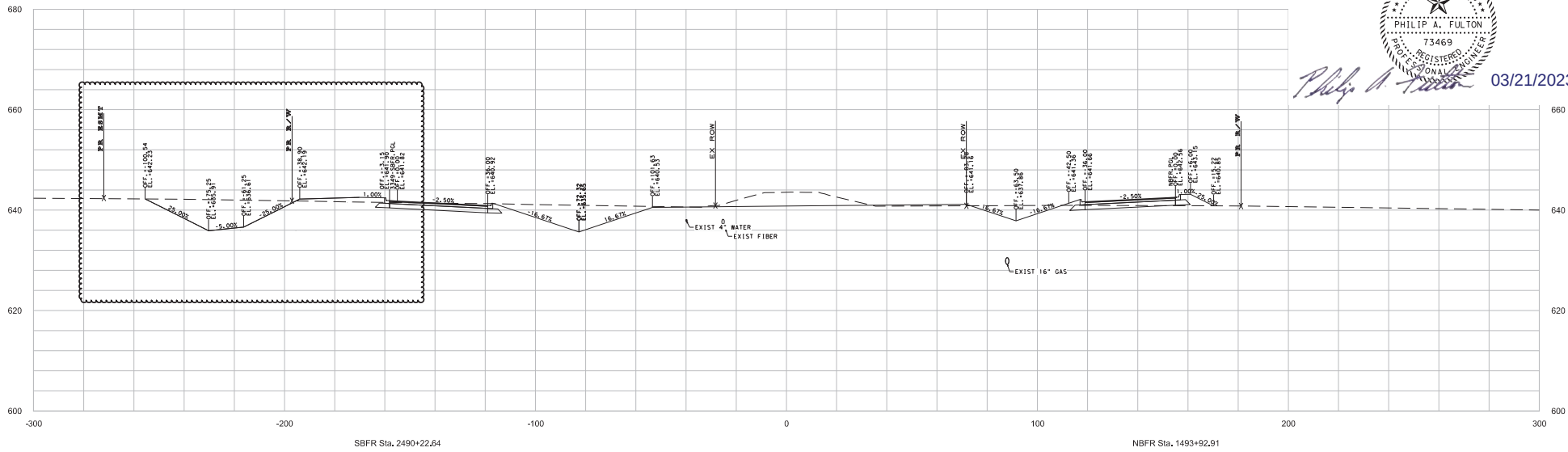
SCALE: HORIZ: 1"=40'
VERT: 1"=20'

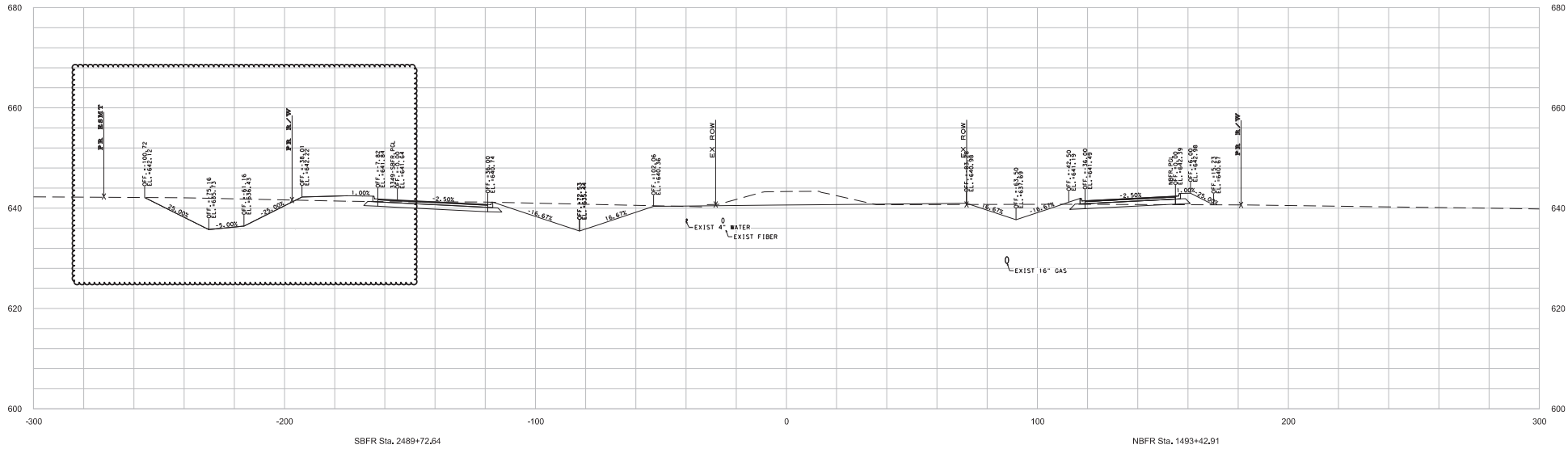
FM 3349
CROSS SECTIONS

SHEET NO.
XS-75

PLOT DRIVER: TXDOT_PDF_BW.pltcfg PENTABLE: 1025456.tbl
USER: KSTANTON DATE: 2/21/2023 TIME: 6:55:49 AM SCALE:1:480
FILE: \

CHANGE ORDER NO. 2





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STA 489+50.00 TO STA 490+00.00

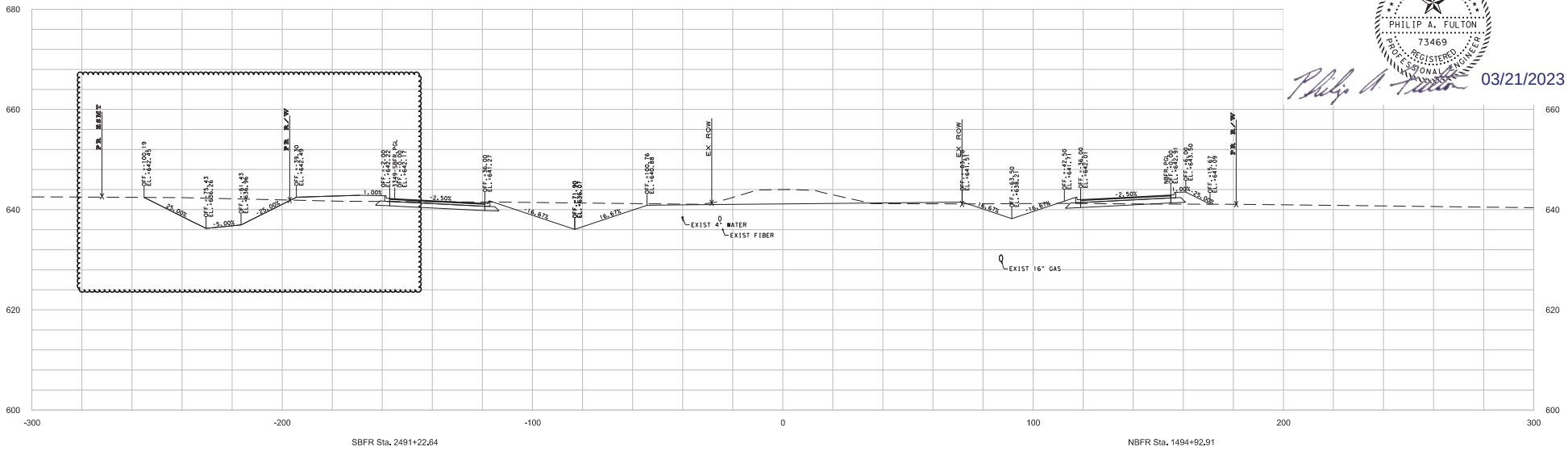
SCALE: HORIZ: 1"=40'
VERT: 1"=20'

FM 3349
CROSS SECTIONS

SHEET NO.
XS-76

PLOT DRIVER: TXDOT_PDF_BW.pltcfg PENTABLE: 1025455.tbl
USER: KSTANTON DATE: 2/21/2023 TIME: 6:55:51 AM SCALE: 1:480
FILE: \

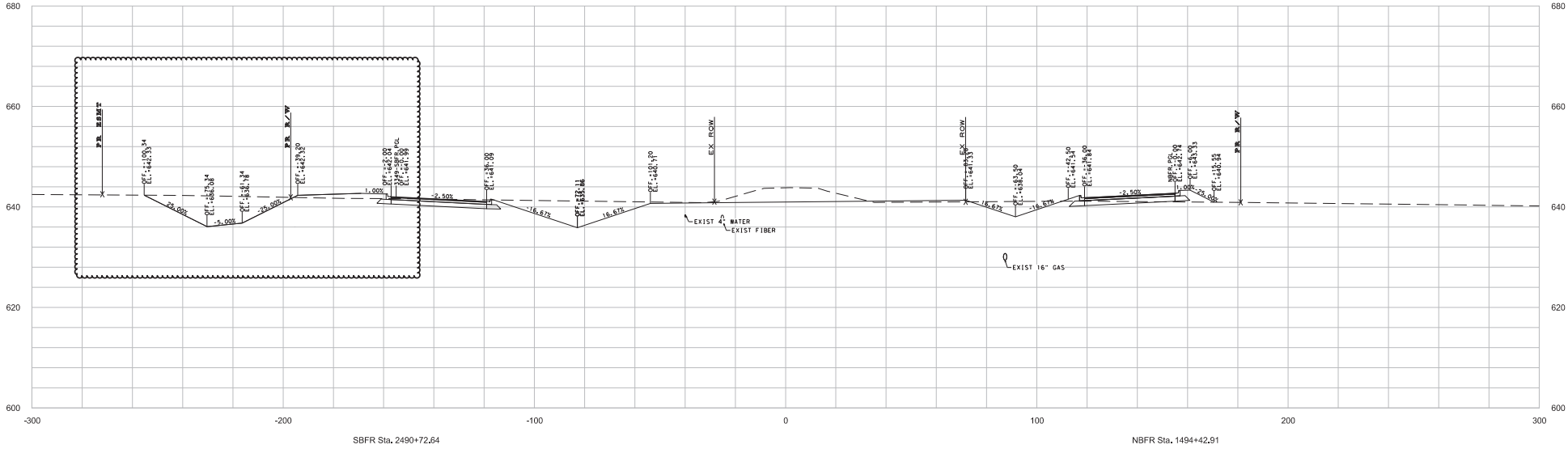
CHANGE ORDER NO. 2



SBFR Sta. 2491+22.64

FM3349 Sta. 491+00.00

NBFR Sta. 1494+92.91



SBFR Sta. 2490+72.64

FM3349 Sta. 490+50.00

NBFR Sta. 1494+42.91

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Texas Registered Engineering Firm F-754

STA 490+50.00 TO STA 491+00.00

SCALE: HORIZ: 1"=40'
VERT: 1"=20'

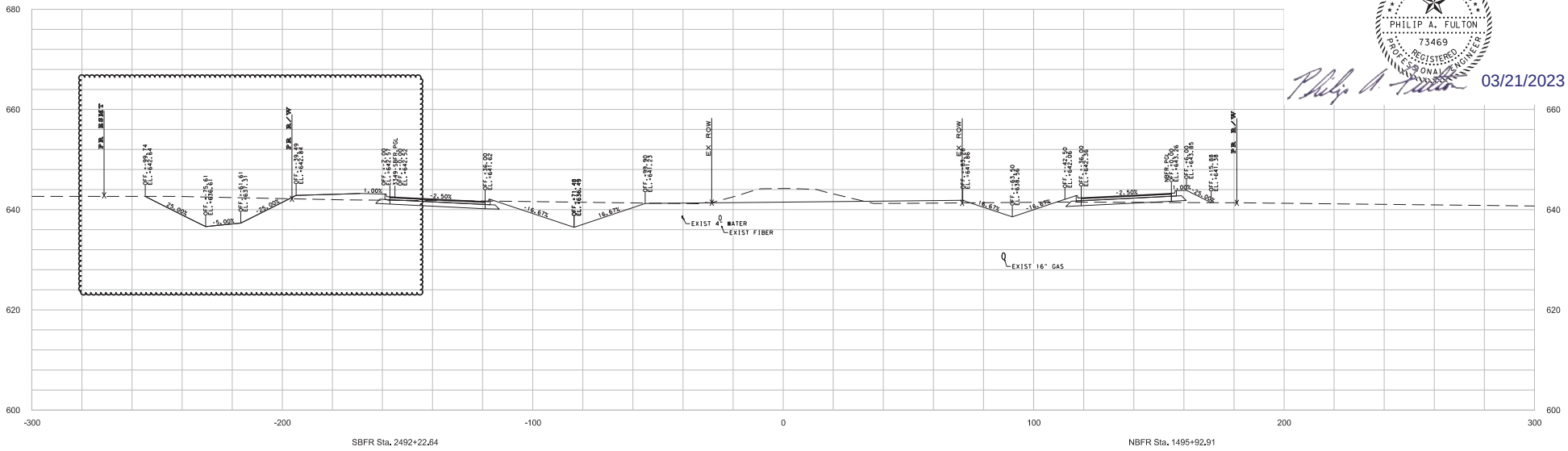
FM 3349
CROSS SECTIONS

SHEET NO.
XS-77

PLOT DRIVER: TXDOT_PDF_BW.pltcfg
USER: KSTANTON DATE: 2/21/2023
FILE: \

PENTABLE: 1025455.tbl
TIME: 6:55:52 AM SCALE:1:480

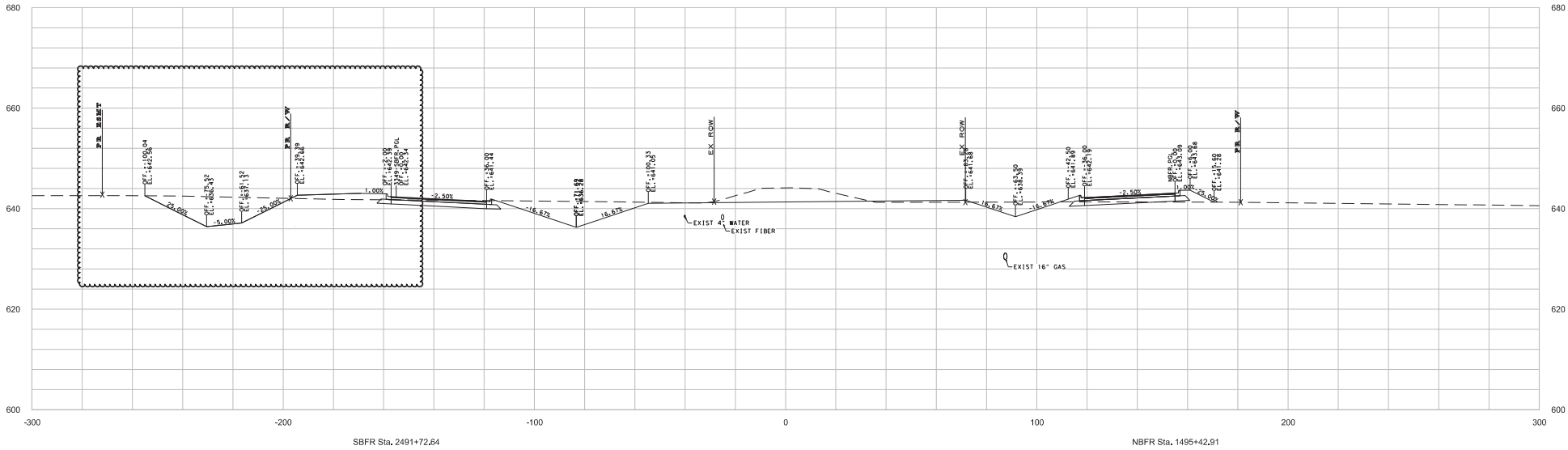
CHANGE ORDER NO. 2



SBFR Sta. 2492+22.64

NBFR Sta. 1495+92.91

FM3349 Sta. 492+00.00



SBFR Sta. 2491+72.64

NBFR Sta. 1495+42.91

FM3349 Sta. 491+50.00

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Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 491+50.00 TO STA 492+00.00

SCALE: HORIZ: 1"=40'
VERT: 1"=20'

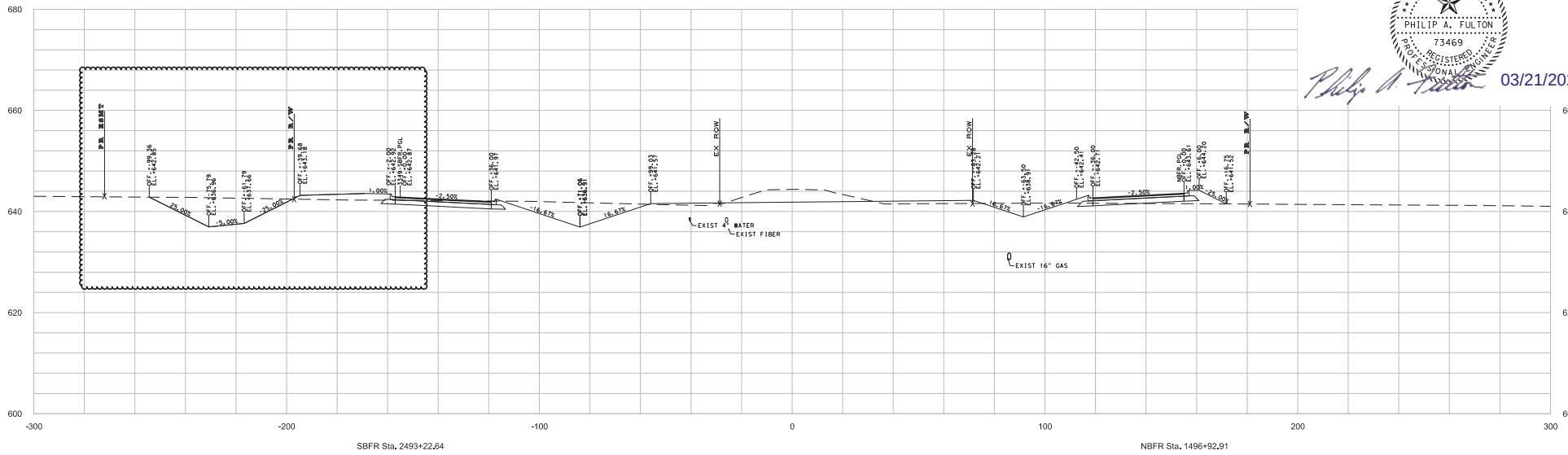
FM 3349
CROSS SECTIONS

SHEET NO.
XS-78

PLOT DRIVER: TXDOT_PDF_BW.pltcfg
USER: KSTANTON DATE: 2/21/2023
FILE: \

PENTABLE: 1025455.tbl
TIME: 6:55:54 AM
SCALE: 1:480

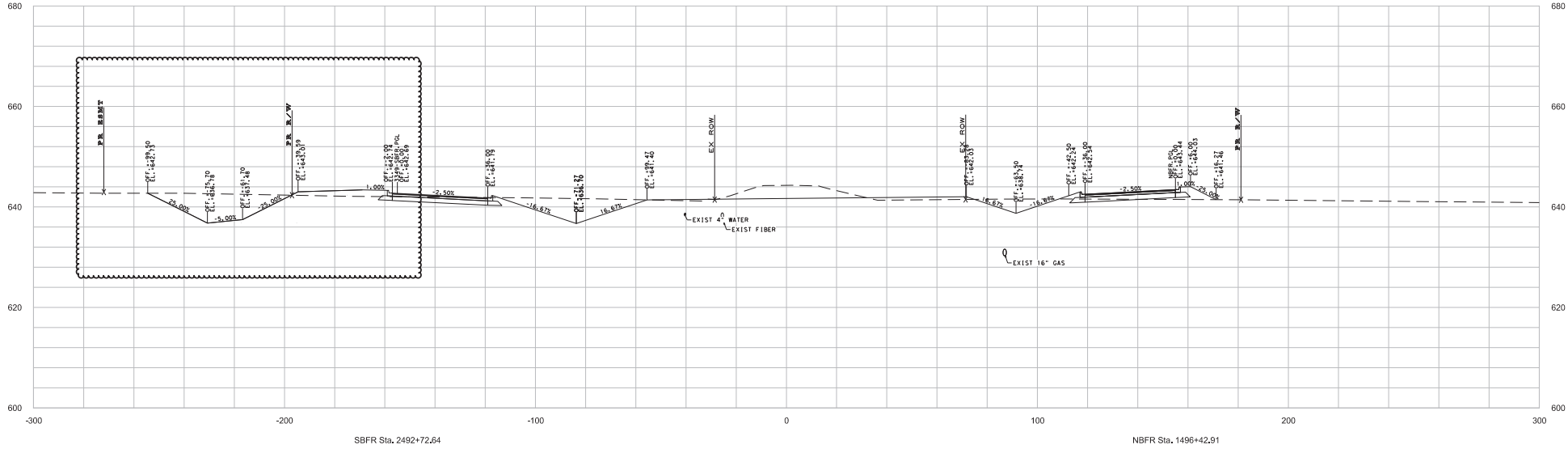
CHANGE ORDER NO. 2



SBFR Sta. 2493+22.64

FM3349 Sta. 493+00.00

NBFR Sta. 1496+92.91



SBFR Sta. 2492+72.64

FM3349 Sta. 492+50.00

NBFR Sta. 1496+42.91

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Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 492+50.00 TO STA 493+00.00

SCALE: HORIZ: 1"=40'
VERT: 1"=20'

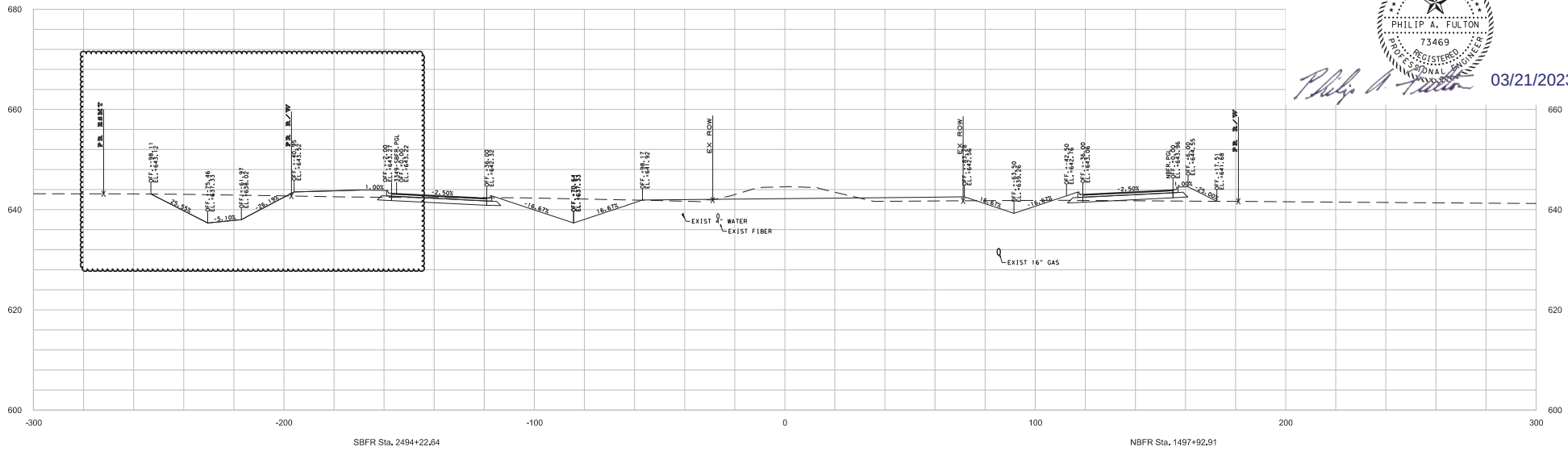
FM 3349
CROSS SECTIONS

SHEET NO.
XS-79

PLOT DRIVER: TXDOT_PDF_BW.pltcfg
USER: KSTANTON DATE: 2/21/2023
FILE: \

PENTABLE: 1025455.tbl
TIME: 6:55:55 AM
SCALE:1:480

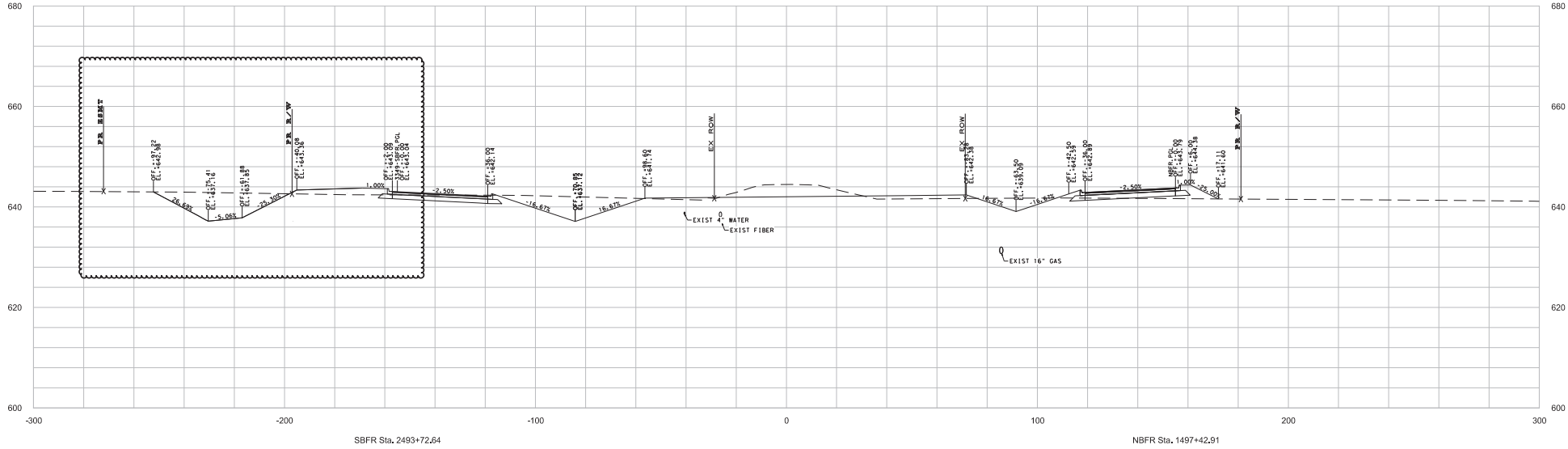
CHANGE ORDER NO. 2



SBFR Sta. 2494+22.64

FM3349 Sta. 494+00.00

NBFR Sta. 1497+92.91



SBFR Sta. 2493+72.64

FM3349 Sta. 493+50.00

NBFR Sta. 1497+42.91

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WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

STA 493+50.00 TO STA 494+00.00

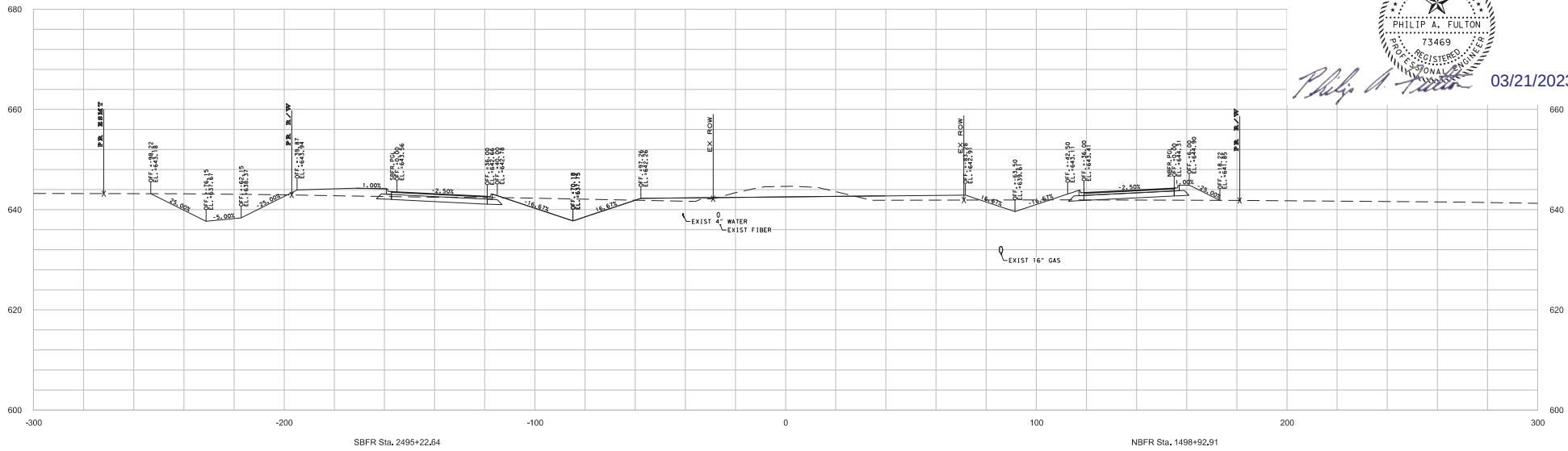
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VERT: 1"=20'

FM 3349
CROSS SECTIONS

SHEET NO.
XS-80

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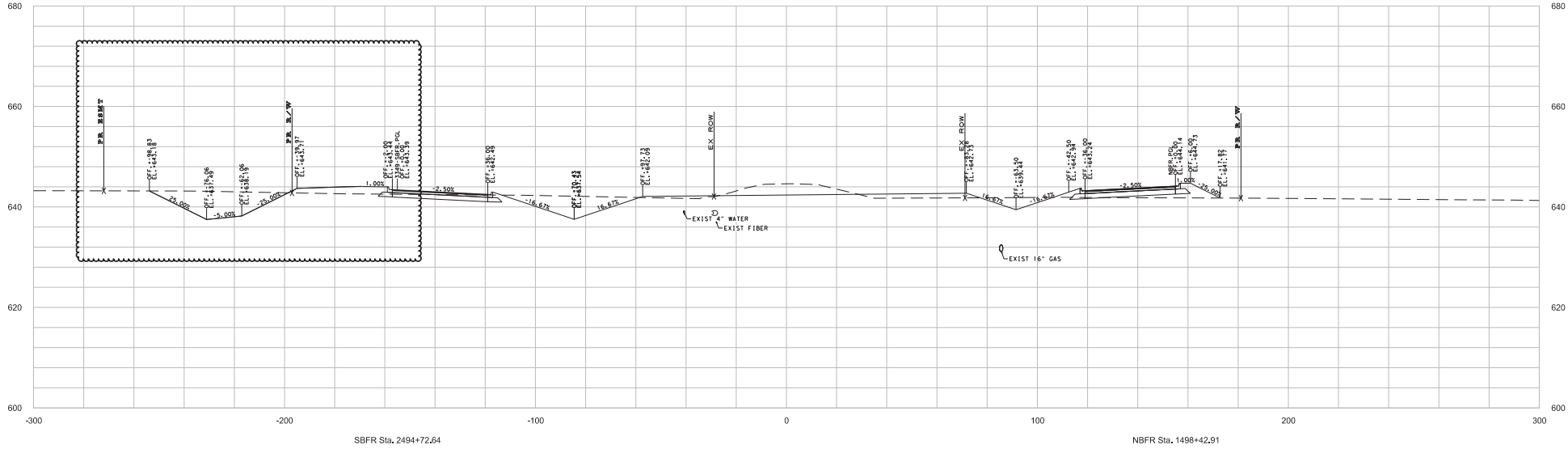
CHANGE ORDER NO. 2



SBFR Sta. 2495+22.64

FM3349 Sta. 495+00.00

NBFR Sta. 1498+92.91



SBFR Sta. 2494+72.64

FM3349 Sta. 494+50.00

NBFR Sta. 1498+42.91

NOTE: UTILITY INFORMATION DEPICTED ON THESE CROSS SECTIONS WAS PROVIDED BY OTHERS. DEPTHS AND LOCATIONS ARE APPROXIMATE AND ARE PROVIDED FOR INFORMATION ONLY. CONTRACTOR SHALL VERIFY EXACT LOCATIONS AND DEPTHS OF UTILITIES PRIOR TO CONSTRUCTION.

STATE OF TEXAS
PHILIP A. FULTON
73469
REGISTERED
PROFESSIONAL ENGINEER

Philip A. Fulton 03/21/2023

NO.	DATE	REVISION	APPROVED
1	2/21/23	CO #2	PAF

WILLIAMSON COUNTY

HDR Engineering, Inc.
710 Hesters Crossing Suite 150
Round Rock, Texas 78681
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STA 494+50.00 TO STA 495+00.00

SCALE: HORIZ: 1"=40'
VERT: 1"=20'

FM 3349
CROSS SECTIONS

SHEET NO.
XS-81

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Commissioners Court - Regular Session **51.**

Meeting Date: 10/17/2023

On-Call Materials Testing & Geotechnical Services B2Z Contract Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 1 to the On-Call Materials Testing & Geotechnical Engineering Services contract between Williamson County and B2Z Engineering, LLC relating to the 2019 Road Bond Program.
Project: AS-Needed by Work Authorization
Fund Source: Road Bonds

Background

The B2Z Contract Amendment No. 1 increases the compensation cap by $40,000.00 from $800,000.00 to $840,000.00 to account for a new Work Authorization #4 for services on the Corridor C (SH 29 Bypass) project. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

OnCallMaterialsTestingGeotech-B2Z-Amendment01

CorridorC(SH29Bypass)MaterialsTestingGeotech-B2Z-WA04

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 11:36 AM
Form Started By: Marie Walters		Started On: 10/11/2023 03:11 PM
Final Approval Date: 10/12/2023		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND
PROJECT: 22RFSQ147 On-Call Materials & Geotechnical Engineering Services
("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 **B2Z Engineering, 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 **December 20, 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 **$800,000.00 ;** and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from **$800,000.00** to **$840,000.00**, reflecting a total increase of **$40,000.00**.

All other terms of the Contract are unchanged and will remain in full force and effect.

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

ENGINEER:	**COUNTY:**
By: 	By: _____
Signature	Signature
Aisha Gonzalez	_____
Printed Name	Printed Name
President	_____
Title	Title
10/11/2023	_____
Date	Date

APPROVED
By Christen Eschberger at 10:57 am, Oct 12, 2023

WORK AUTHORIZATION NO. ___4___

WILLIAMSON COUNTY ROAD BOND PROJECT:
Corridor C - SH29 Bypass 23IFB67

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated December 20, 2022, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and B2Z Engineering, LLC (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is $212,497.00.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on November 1, 2026. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

Continued next page

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

EXECUTED this _____.

ENGINEER:	COUNTY:
B2Z Engineering, LLC	Williamson County, Texas
By:_____	By:_____
Signature	Signature
Aisha Gonzalez	_____
Printed Name	Printed Name
President	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule *(omit)*

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 9:53 am, Oct 12, 2023

A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR Corridor C - SH29 Bypass

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 Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.

4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

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

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

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

8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

9. Post and maintain project information for public consumption on the County website.

10. Assist with Coordination between the Engineer and the County's other subconsultants.

11. Negotiate with all utility companies for any agreements and/or relocations required.

12. Provide an agent as necessary to secure proposed ROW.

13. Provide construction observation and review contractor pay applications and progress.

14. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

15. Review Engineer progress, submittals, and plan changes.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
CONSTRUCTION PHASE SERVICES FOR Corridor C - SH29 Bypass

PROJECT DESCRIPTION

Proposed Facility

Construction of the first phase of a new facility linking Sam Houston Avenue to SH 29 through a 2-lane roadway that overpasses SH 130.

1. PROJECT MANAGEMENT

   a. Shall 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 REPORTS, INVOICES, AND BILLINGS:

      - Submit monthly progress status reports to the GEC. Progress reports will include: 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:

      - Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.

      - For each deliverable, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

      - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. PROGRESS/COORDINATION MEETINGS:

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

e. DELIVERABLES:

- Monthly Invoices and Progress Reports
- Project Specific QA/QC Plan

2. CONSTRUCTION PHASE SERVICES

a. MATERIALS TESTING:

- Testing shall be according to TxDOT Guide Schedule. QA testing is 10% testing by a certified laboratory, minimum of 1 test. Per TxDOT, owner's laboratory does hot mix testing. Laboratory should provide timely response of test results. Contractor should provide 24-hour notice to schedule testing on the project.
- Issues with materials testing (failures in testing), GEC and Hays County to be notified immediately.
- For approval of test reports for items out of spec will be submitted to the GEC for coordination with County and Engineer of Record for approval.
- Materials arriving to the project that have been damaged during delivery and do not comply with the project specifications must be rejected by the CEI staff.
- Expectation is for the CEI firm to evaluate the quality of the proposed pavement construction by the contractor and compliance with the project specifications.
- Work with the contractor to provide the submittals with sufficient lead time for the review and acceptance/approval prior to arrival on the project

3. DELIVERABLES

a. DOCUMENTS:

- All contract documents, including hard copies and electronic files, shall be turned over to the County at each milestone and at the completion of the project. Documents shall be posted to the County's project management database as requested.

EXHIBIT D

ESTIMATED MAN-HOURS AND TEST BREAKDOWN

Corridor C / 29 Bypass
Construction Materials Testing

Pipe Final Backfill Material 12" Lifts Drainage

● Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Engineer Technician		Tex-115-E	Every 5,000 CY or 6,000 Linear Feet (Min. 1 per Lift)	Densities	Hours	30	$76.00	$2,280.00
Organic Content		Tex-148-E	Each 500 LF or 5000 CY		Each	8	$60.00	$480.00
Sulfate Content		Tex-145-E	Each 500 LF or 5000 CY		Each	8	$95.00	$760.00
Test Reports				OC & SC	Each	15	$25.00	$375.00
Construction Truck				10 Trips	Day	10	$75.00	$750.00
**Admin/Clerical					Hour	15	$80.00	$1,200.00
							Item Subtotal	$5,845.00

Lime (ITEM 260)

● Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Compliance of Lime (DMS 6350)		Tex-600-J	1 per 200 Tons	Lime Series	Each	2	$400.00	$800.00
							Item Subtotal	$800.00

Existing Base (Lime Treated) (ITEM 260)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Engineer Technician		Tex-115-E	Every 5,000 CY or 6,000 Linear Feet (Min. 1 per Lift)	Densities	Hours	100	$76.00	
Pulverization Gradation		Tex-101-E (Part III)	Each 4,500 CY	Inc. to 5 - 8 per Leg (Job)	Each	12	$100.00	$1,200.00
Atterberg Limits of Soils		Tex-106E	Each 5,000 CY		Each	10	$135.00	$1,350.00
Gradation		Tex-110-E	Each 5,000 CY	Inc. to 5 - 8 per Leg (Job)	Each	10	$90.00	$900.00
Moisture/Density		Tex-121-E (Part II)	Every 20,000 CY		Each	10	$225.00	$2,250.00
Test Reports				Pulv, PI, Grad, MD & FD	Each	20	$25.00	$500.00
Construction Truck				30 Trips	Day	30	$75.00	$2,250.00
**Admin/Clerical					Hour	20	$80.00	$1,600.00
							Item Subtotal	$10,050.00

Flexible Base (Untreated - Stockpile Testing) (ITEM 247)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Engineer Technician		Tex-115-E	Every 5,000 CY or 6,000 Linear Feet (Min. 1 per Lift)	Densities	Hours	20	$76.00	$1,520.00
Atterberg Limits of Soils		Tex-106E	Each 5,000 CY		Each	2	$135.00	$270.00
Gradation		Tex-110-E	Each 5,000 CY		Each	2	$90.00	$180.00
Moisture/Density		Tex-113-E	Every 20,000 CY		Each	1	$225.00	$225.00
Wet Ball Mill		Tex-116-E	Every 20,000 CY		Each	1	$250.00	$250.00
Triaxial		Tex-117-E	Every 20,000 CY		Each	1	$2,300.00	$2,300.00
Test Reports				PI, Grad, MD, WB & Triax.	Each	5	$20.00	$100.00
Construction Truck				8 Trips	Day	8	$75.00	$600.00
**Admin/Clerical					Hour	5	$80.00	$400.00
							Item Subtotal	$5,845.00

Asphalt Concrete Pavement (Item 341 - HMA-QC/QA)

- Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.				**Stockpile**				
L.A. Abrasion		Tex-410-A	1 Per Project Per Source Per Design	if BRSQC meets Project Spec ~ Remove	Each	0	$500.00	$0.00
Soundness		Tex-411-A	1 Per Project Per Source Per Design	if BRSQC meets Project Spec ~ Remove	Each	0	$500.00	$0.00
Gradation		Tex-200-F	1 Per Project Per Source Per Design		Each	3	$95.00	$285.00
MicroDeval		Tex-461-A	1 Per every 12 Sublots	May be Eliminated based on Test History	Each	0		
Flat & Elongated Particles		Tex-280-F	1 Per Project Per Source Per Design		Each	3	$60.00	$180.00
Coarse Aggr. Angularity		Tex-460-A (Part I)	1 Per Project Per Source Per Design		Each	3	$60.00	$180.00
Del. Matl. and Decant		Tex-217-F	1 Per Project Per Source Per Design		Each	3	$50.00	$150.00
Fine Aggr.				**Stockpile**				
Bar Linear Shrinkage		Tex-107-E	1 Per Project Per Source Per Design		Each	3	$45.00	$135.00
Organic Impurities		Tex-408-A	1 Per Project Per Source Per Design		Each	3	$50.00	$150.00
Gradation		Tex-200-F	1 Per Project Per Source Per Design		Each	3	$75.00	$225.00
Mineral Filler				**Bin or Silo**				
Bar Linear Shrinkage		Tex-107-E	1 Per Project Per Source Per Design	Assume No Filler	Each	0	$45.00	$0.00
Gradation		Tex-200-F	1 Per Project Per Source Per Design	Assume No Filler	Each	0	$75.00	$0.00
Combined Aggr.				**Stockpile or Feeder Belt**				
Sand Equivalent		Tex-203-F	1 Per Project Per Source Per Design		Each	3	$80.00	$240.00
Complete Mix				**Truck Sample**				
Engineer Technician		Level 1A		12 hours per 35 days	Hour	420	$76.00	$31,920.00
Boil Test		Tex-530-C	1 Per Project Per Source Per Design	Waived by Engineer	Each	0	$90.00	$0.00
Indirect Tensile - Dry		Tex-226-F	1 Per Project Per Source Per Design	Waived by Engineer	Each	0	$62.50	$0.00
Moisture Content		Tex-212-F (Part II)	1 Per Project Per Source Per Design		Each	4	$18.00	$72.00
Hamburg Wheel Tracker		Tex-242-F	1 Per Project Per Source Per Design	Make Contractor Perform Test	Each	4	$1,000.00	$4,000.00
Construction Truck				60 Trips	Day	60	$75.00	$4,500.00
Roadway				**At Site**				
Engineer Technician		Level 1B		12 hours per 35 days	Hour	420	$76.00	$31,920.00
Tack Coat Adhesion		Tex-243-F	1 Per Project Per Source Per Design	Waived by Engineer	Each	0	$100.00	$0.00
Ride Quality		Tex-1001-S	Engineer may verify Contractor's results	Make Contractor Perform Test	Each	0	By Quote	$0.00
Asphalt Binder Compliance		DMS-6310	1 Per Lot Per Source Per Design		Each	35	$500.00	$17,500.00
Test Reports					Each	80	$25.00	$2,000.00
Construction Truck				35 Trips	Day	35	$75.00	$2,625.00
**Admin/Clerical					Hour	80	$80.00	$6,400.00
							Item Subtotal	$102,482.00

Hydraulic Cement Concrete ~ Drill Shafts, Bridge Slabs & Traffic Rail Foundation (Class C) (Class S) Structual

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.				QA Test. (QC by Source)				
Decantation		Tex-406-A	Each 20,000 CY(or source)		Each	2	$50.00	$100.00
Sieve Analysis		Tex-401-A	Each 1,000 CY (ea source)	5 Sieve	Each	2	$90.00	$180.00
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	2	$50.00	$100.00
L.A. Abrasion		Tex-410-A	Two Each Source	if CRSQC meets Project Spec ~ Remove	Each	0	$500.00	$0.00
Soundness		Tex-411-A	Two Each Source	if CRSQC meets Project Spec ~ Remove	Each	0	$500.00	$0.00
Fine Aggr.				QA Test. (QC by Source)				
Sand Equivalent		Tex-203-F	Each 1,000 CY(ea source)		Each	2	$80.00	$160.00
Organic Imp.		Tex-408-A	One Per Project Per Source		Each	2	$50.00	$100.00
Sieve Analysis		Tex-401-A	Each 1,000 CY(ea source)		Each	2	$90.00	$180.00
Fineness Mod.		Tex-402-A	Each 1,000 CY(ea source)		Each	2	$15.00	$30.00
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	2	$50.00	$100.00
Acid Insoluble		Tex-612-J	Two Each Source	if CRSQC meets Project Spec ~ Remove	Each	0	$90.00	$0.00
Mineral Filler				QA Test. (QC by Source)				
Sieve Analysis		Tex-401-A	Two Each Source	if No Mineral Filler utilized in Mix ~ Remove	Each	0	$90.00	$0.00
Concrete								
Engineer Technician		ACI field			Hour	90	$76.00	$6,840.00
*Strength		Tex-447-A & Tex-418-A	Each 60 CY(1 Sets = 4 Cyl.)		Each	120	$25.00	$3,000.00
Test Reports				CA,FA,MF,Conc.	Each	60	$25.00	$1,500.00
Construction Truck				100 Trips	Day	100	$75.00	$7,500.00
**Admin/Clerical					Hour	60	$80.00	$4,800.00
							Item Subtotal	$24,590.00

Hydraulic Cement Concrete Misc. - Riprap/Riprap(Mowstrip)/Curb/Sidewalk(Class A)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Engineer Technician		ACI field			Hour	60	$76.00	$4,560.00
*Strength		Tex-447-A & Tex-418-A	Each 100 CY(1 Set = 4 Cyl.)	Adjust Per Str & Placement	Each	50	$25.00	$1,250.00
Test Reports				Conc.	Each	40	$25.00	$1,000.00
Construction Truck				5 Trips	Day	5	$75.00	$375.00
**Admin/Clerical					Hour	40	$80.00	$3,200.00
							Item Subtotal	$10,385.00

Summary

Sub-Total (CMT Items) =	$159,997.00

	Qty	Contract Rate	Total
Sr. Eng. Tech.	180	$125.00	$22,500.00
Project Manager	120	$250.00	$30,000.00

Constuction Materials Testing Total :	**$212,497.00**

Commissioners Court - Regular Session **52.**

Meeting Date: 10/17/2023

CR 332 Realignment – Standard Utility Agreement with Bartlett Electric Cooperative (BEC)

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Utility Agreement with Bartlett Electric Cooperative (BEC) for utility relocations on the CR 332 Project, a Road Bond Project in Commissioner Precinct 4.
Project: P366 Fund Source: Road Bonds

Background

BEC has existing facilities in conflict with the CR 332 Project. The Standard Utility Agreement for the relocations is for a total amount of $10,179.69. BEC is 100% eligible for reimbursement. The total anticipated reimbursement to BEC by the County is $10,179.69 (100% of $10,179.69).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR332-BEC-SUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 11:26 AM
Form Started By: Marie Walters		Started On: 10/12/2023 09:28 AM
Final Approval Date: 10/12/2023		

STANDARD UTILITY AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the day of _____, 20____, by and between **BEC POWER** (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain **Overhead Electric Utility Lines and Utility Poles.** (herein called Facilities).

WHEREAS, County desires to construct proposed **County Road 332** (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- **Remove 2 poles along County Road 332 and Cleary Lane. Install 3 new poles parallel to proposed County Road 332. Install new Overhead Electric line connect to the newly installed poles south of proposed County Road 332 to the existing pole .**
- **County will reimburse Utility for labor and materials.**
- **Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.**

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.

2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.

3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

   Estimated **3** Poles of aerial **Electric Distribution** defined as Work = $ **10,179.69**

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.

6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.

7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.

8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.

9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

10. **County to Obtain Replacement Easements.** The County agrees to acquire at its own expense all necessary and eligible replacement easements required by the Utility for the relocation of Utility facilities which are as shown in the Plans and approved by County for acquisition, or as otherwise identified on Attachment "G" hereto. This Agreement specifically allows the County's right-of-way attorneys to acquire replacement easements by eminent domain, if necessary, on behalf of the Utility. The form of the replacement easement shall be approved by the Utility prior to acquisition (or shall be otherwise as shown in Attachment "H" hereto). Any replacement easements not otherwise acquired in the name of the Utility shall be assigned by the County to the Utility upon completion of the Relocation Project.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")
8. Eligible Replacement Easement Identification Exhibit (Attachment "G")
9. Eligible Replacement Easement Form (Attachment "H")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: **BEC POWER**
Name of Utility

By: _____
Authorized Signature

Bryan Lightfoot
Print or Type Name

Title: **GM/CEO**

Date: 10/5/23

WILLIAMSON COUNTY

By: _____
Authorized Signature

_____
Print or Type Name

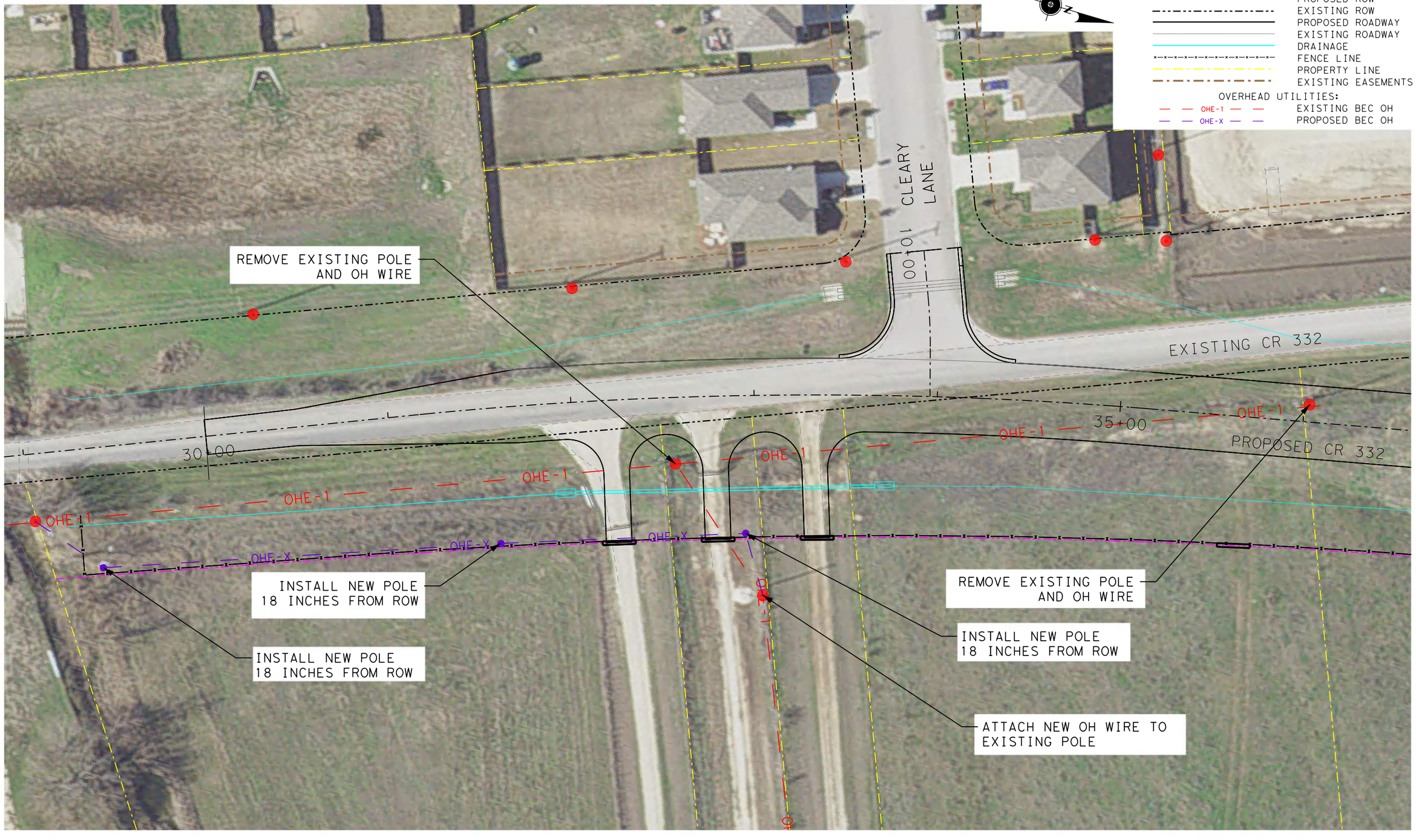
Title: _____

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

9/29/2022
9:46:27 AM
\\austinserver\Common\CFA\2014\0308801*Williamson*County*2013*Road*Bond\DESIGN\CR 332 Realignment\EXHIBITS\Relocation Estimate\CR-332*UC*RP-3*Bar+66 - Copy

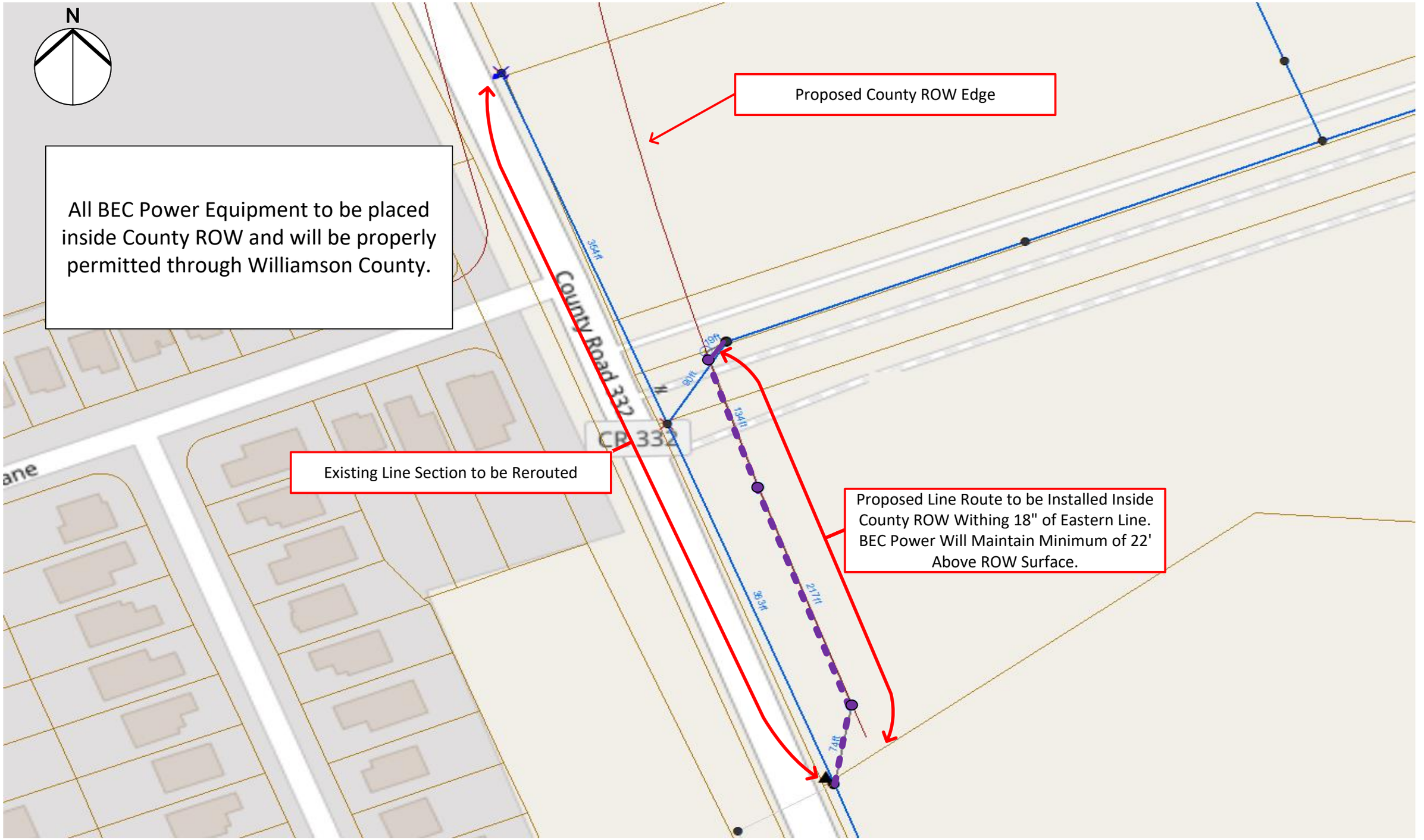


CR 332
BARTLETT ELECTRIC COOP
PROPOSED RELOCATION

DATE: 9/29/2022

0 25′ 50′
SCALE: 1"=25′

SHEET: 1 OF 1


N
All BEC Power Equipment to be placed inside County ROW and will be properly permitted through Williamson County.
Proposed County ROW Edge
County Road 332
CR 332
Existing Line Section to be Rerouted
Proposed Line Route to be Installed Inside County ROW Withing 18" of Eastern Line. BEC Power Will Maintain Minimum of 22' Above ROW Surface.
364ft
80ft
134ft
217ft
363ft
74ft

Workorder
Estimate Summary

Work Order: 2021675
Revision:
Desc: Relocate Line
Type: System Improvement
Status: Open

Open Date: 11/30/2021
Staked By:
Rel By:
Rel Date:

Project:
Map Location:
Service Location: 0
Customer:

Tran Type: Construction

Assembly Unit / Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
1/0ACSR CONDUCTOR, 1/0ACSR 6/1	COLD	866 0.3265	282.749	$356.36	$0.00	$282.75	$311.02	$950.13
4ACSR CONDUCTOR, 4 ACSR 7/1	COLD	38 0.2768	10.5184	$5.78	$0.00	$10.52	$11.57	$27.87
E1.5 SINGLE DOWN GUY HD-Single 3/4 Bolt Design Codes: Pole: CL3	HOT	1 164.06	164.06	$45.60	$0.00	$164.06	$180.47	$390.12
E2.1 SINGLE DOWN GUY-HD-THRU BOLT Design Codes: Pole: CL3	COLD	1 66.17	66.17	$22.15	$0.00	$66.17	$72.79	$161.11
E2.1 SINGLE DOWN GUY-HD-THRU BOLT Design Codes: Pole: CL4	COLD	2 66.17	132.34	$44.30	$0.00	$132.34	$145.57	$322.21
F2.20 Screw Type Anchor	COLD	3 94.5	283.5	$217.85	$0.00	$283.50	$311.85	$813.20
P2.1 POLE PROTECTION ASSY-PLATE TYPE Design Codes: Misc: 45FT	COLD	1 27.89	27.89	$38.68	$0.00	$27.89	$30.68	$97.25
P2.1 POLE PROTECTION ASSY-PLATE TYPE Design Codes: Misc: 40FT	COLD	2 27.89	55.78	$70.26	$0.00	$55.78	$61.36	$187.40
P40 POLE, 40FT	COLD	2 207.47	414.94	$1,602.74	$0.00	$414.94	$456.43	$2,474.11
P45 POLE, 45FT	COLD	1 183.27	183.27	$732.06	$0.00	$183.27	$201.60	$1,116.93
VA1.3RT SINGLE SUPPORT-REDUCED TENSION Design Codes: Pole: CL3 Wire: 1/0	COLD	1 46.57	46.57	$53.01	$0.00	$46.57	$51.23	$150.80

Workorder
Estimate Summary

Work Order: 2021675
Revision:
Desc: Relocate Line
Type: System Improvement
Status: Open

Open Date: 11/30/2021
Staked By:
Rel By:
Rel Date:

Project:
Map Location:
Service Location: 0
Customer:

Assembly Unit / Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
VA1.3RT SINGLE SUPPORT-REDUCED TENSION Design Codes: Pole: CL3 Wire: 1/0	HOT	1 62.87	62.87	$53.01	$0.00	$62.87	$69.16	$185.03
VA1.3RT SINGLE SUPPORT-REDUCED TENSION Design Codes: Pole: CL4 Wire: 4ACS	COLD	2 46.57	93.14	$94.51	$0.00	$93.14	$102.45	$290.10
VA2.1 DOUBLE SUPPORT Design Codes: Pole: CL4 Wire: 1/0	COLD	1 34.75	34.75	$86.11	$0.00	$34.75	$38.23	$159.08
VA5.1 SINGLE DEADEND Design Codes: Pole: CL3 Wire: 1/0	COLD	1 111.16	111.16	$44.44	$0.00	$111.16	$122.28	$277.88
VA5.1 SINGLE DEADEND Design Codes: Pole: CL4 Wire: 1/0	COLD	1 111.16	111.16	$44.44	$0.00	$111.16	$122.28	$277.88
VA5.1 SINGLE DEADEND Design Codes: Pole: CL3 Wire: 1/0	HOT	1 150.06	150.06	$44.44	$0.00	$150.06	$165.07	$359.57
Total For Construction Assembly Units:			**2230.9274**	**$3,555.75**	**$0.00**	**$2,230.93**	**$2,454.02**	**$8,240.69**

Workorder
Estimate Summary

Work Order: 2021675
Revision:
Desc: Relocate Line
Type: System Improvement
Status: Open

Open Date: 11/30/2021
Staked By:
Rel By:
Rel Date:

Project:
Map Location:
Service Location: 0
Customer:

Tran Type: Retirement

Assembly Unit / Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
4ACSR CONDUCTOR, 4 ACSR 7/1	COLD	710 0.1938	137.598	$0.00	$0.00	$137.60	$151.36	$288.96
4ACSR CONDUCTOR, 4 ACSR 7/1	HOT	182 0.2616	47.6112	$0.00	$0.00	$47.61	$52.37	$99.98
E1.1 SINGLE DOWN GUY---THROUGH BOLT TYPE	COLD	1 38	38	$0.00	$0.00	$38.00	$41.80	$79.80
F1.8 EXPANDING TYPE ANCHOR	COLD	1 68.72	68.72	$0.00	$0.00	$68.72	$75.59	$144.31
H1.1 GROUND ASSEMBLY - ROD TYPE	COLD	1 22.1	22.1	$0.00	$0.00	$22.10	$24.31	$46.41
P2.1 POLE PROTECTION ASSY-PLATE TYPE	COLD	1 19.52	19.52	$0.00	$0.00	$19.52	$21.47	$40.99
P40 POLE, 40FT	COLD	2 145.23	290.46	$0.00	$0.00	$290.46	$319.51	$609.97
VA1.1 SINGLE SUPPORT(TANGENT)	HOT	1 31.23	31.23	$0.00	$0.00	$31.23	$34.35	$65.58
VA1.1 SINGLE SUPPORT(TANGENT)	COLD	1 23.13	23.13	$0.00	$0.00	$23.13	$25.44	$48.57
VA5.1 SINGLE DEADEND	COLD	2 77.81	155.62	$0.00	$0.00	$155.62	$171.18	$326.80
VP1.1 SINGLE PHASE ARRESTER W/BRACKET	COLD	1 42.48	42.48	$0.00	$0.00	$42.48	$46.73	$89.21
VS1.1 SINGLE PHASE CUTOUT W/BRACKET	COLD	1 46.86	46.86	$0.00	$0.00	$46.86	$51.55	$98.41
Total For Retirement Assembly Units:			**923.3292**	**$0.00**	**$0.00**	**$923.33**	**$1,015.66**	**$1,938.99**

Workorder
Estimate Summary

Work Order: 2021675
Revision:
Desc: Relocate Line
Type: System Improvement
Status: Open

Open Date: 11/30/2021
Staked By:
Rel By:
Rel Date:

Project:
Map Location:
Service Location: 0
Customer:

Additional Costs:

Type / Description	Rate Group	Qty/ Labor Hrs	Total Hours	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
Total For Additional Costs:								**$0.00**
Total For Work Order 2021675:			**3154.2566**	**$3,555.75**	**$0.00**	**$3,154.26**	**$3,469.68**	**$10,179.69**

Attachment "A"

Invoice

BEC POWER
A division of Bartlett Electric Cooperative, Inc.

Invoice No	
Invoice Date	
Account No	
Map Location	
Work Order No	2021675

27492 Hwy 95
Bartlett, TX 76511
Phone: (254)527-3551
Fax: (254)527-3221

SOLD TO:

VALID UNTIL:
December 13, 2022 @ 4:59 PM

Quantity	Unit	Description of Item	Un Price	Amount
1		Estimated Aid to Construction to reroute line		$10,179.69
		to Eastern edge of new ROW boundary line		

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: November 3th, 2023 (Dependent on Final Parcel Acquisition)

Estimated Completion Date: November 30th, 2023 (Dependent on weather)

Attachment C

Eligibility Ratio

☐ On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment “E” for proof of property interest, which is established at 100% eligible.

■ Eligibility Ratio Calculation attached: 100%

Attachment D

Betterment Calculation and Estimates

■ Betterment does not exist in this agreement.

☐ Betterment Calculation attached.

Attachment E

Proof of Property Interest

2020038195 PLAT Total Pages: 4

PLAT MAP RECORDING SHEET

DEDICATOR(s):

CRESCENCIANO ALVARADO
MARIA A CASTILLO

SUBDIVISION NAME: ALVARADO

PROPERTY IS DESCRIBED AS: SEE INSTRUMENT

SUBMITTED BY: M&S ENGINEERING

DIGITALLY RECORDED

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020038195

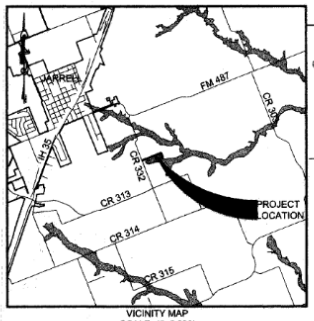
PLAT Fee: $241.00
04/15/2020 01:37 PM BMCKENZIE

Nancy E. Rister, County Clerk
Williamson County, Texas

Unofficial Document

Doc#2020038195

FINAL PLAT OF ALVARADO SUBDIVISION



VICINITY MAP
SCALE: 1"=5,000'

LEGEND

- ● IRON ROD SET, CAPPED "1847"
- ○ IRON ROD FOUND
- CIPF CAPPED IRON PIN FOUND

SCALE: 1"=100'

AGUADO, ROSA AND PEDRO
5.74 AC.
DOC #2010000029008

AGUADO, ROSA AND PEDRO
5.74 AC.
DOC #2000062892

DJUANUS KEITH THOMAS AND STACI THOMAS
(CALLED 8.32 AC.)
DOC #2017066397

CIPF LENZ & ASSOC.

EX. EDGE OF ASPHALT

APPROXIMATE LIMIT FOR CITY OF JARRELL E.T.J

CLEARY LANE

POINT OF BEGINNING

SONTERRA WEST
BEG. SLI PH 4
DOC# 2016068462
C OF CR 332

"5784"

CIPF LENZ & ASSOC.

N21° 47' 27"W 50.24'

1/4"W 1/4"L OF EX. PAVEMENT TO R.O.W.

APPROX. S88° 39' 51"W 1687.35' TO NORTHWEST CORNER OF SCHNEIDER, G. A., ABSTRACT NO. 579

N68° 36' 19"E 1,660.47'

S68° 37' 11"W 999.24'

20' OSSF SETBACK

N=10,270,888.0982
E=3,159,697.7576

N=10,270,836.4587
E=3,159,193.9176

25' BUILDING SETBACK AND 25' WATERLINE EASEMENT DOC #2018005207

JARRELL-SCHWERTNER WATER SUPPLY CORPORATION 15' RIGHT-OF-WAY EASEMENT

10' P.U.E.

S21° 23' 11"E 82.82'

N68° 36' 49"E 79.30'

COUNTY ROAD 332

SOLIS, MARIO AND ROSA
7.59 AC.
DOC #2019045511

LOT 1 BLOCK A
CRESCENCIANO ALVARADO AND MARIA CASTILLO
DOC# 2017071910
(5.96 ACRES)

N21° 39' 56"W 312.27'

20' OSSF SETBACK

S21° 23' 39"E 383.52'

N=10,270,348.1493
E=3,159,308.9504

N=10,270,530.5989
E=3,159,837.6183

100-YEAR FLOODPLAIN DETERMINED BY WILLIAMSON COUNTY STUDY DATED 01/17/2020

FEMA FLOOD ZONE A

S68° 37' 11"W 560.06'

SCHWERTNER FARMS, INC.
(CALLED 113.40 AC.)
2019092046

OWNER: CRESCENCIANO ALVARADO AND MARIA A. CASTILLO
~~SPHERE REALTY~~
1440 CR 332
JARRELL, TX 76537
PHONE 352.455.9284
EMAIL CRE3@SPHERE-REALTY.COM

SURVEYOR: WILLIAM F. FOREST JR., RPLS
FOREST SURVEYING
1002 ASH ST.
GEORGETOWN, TX 78626
PHONE 512.930.5927
EMAIL BETHANN@FORESTSURVEYING.COM
PROJECT: ALVARADO SUBDIVISION

ENGINEER: JEN HENDERSON, PE
M&S ENGINEERING
FIRM F-1394
102 W. MORROW ST.
GEORGETOWN, TEXAS 78626
PHONE 830.228.5446
EMAIL JHENDERSON@MSENGR.COM

SUBMITTAL DATE: 01/21/20
REVISION DATE: 02/19/20
ORIGINAL SURVEY: SCHNEIDER, G. A., ABSTRACT NO. 579
FEMA FLOODPLAIN: THE 100 YEAR FEMA FLOOD ZONE A ENCROACHES AS SHOWN ON FIRM PANEL 48491C0150F, DATED DECEMBER 20, 2019
NEW STREETS: NO NEW STREETS ARE PLANNED
MINIMUM FFE: 801.10'

PERIMETER FIELD NOTES:

BEING 5.956 ACRES OF LAND, SITUATED IN THE G. A. SCHNEIDER SURVEY, ABSTRACT NO. 579, IN WILLIAMSON COUNTY, TEXAS, BEING THE SAME TRACT OF LAND THAT WAS CALLED 5.95 ACRES, AS DESCRIBED IN A DEED FROM PATRICK N. RILEY, ET. UX., TO CRESCENCIANO ALVARADO AND MARIA A. CASTILLO, AS DESCRIBED IN DOCUMENT NO. 2017071910, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THIS TRACT WAS SURVEYED ON THE GROUND IN OCTOBER OF 2019 UNDER THE DIRECTION OF WILLIAM F. FOREST, JR., REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847. SURVEY NOTE: THE BEARING BASIS FOR THIS SURVEY IS THE STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE (4203), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2" CAPPED IRON PIN (STEEL PIN), MARKED "5784", THAT WAS FOUND AT THE NORTHWEST CORNER OF SAID 5.95 ACRE TRACT, FOR THE NORTHWEST CORNER HEREOF. THIS CORNER EXISTS AT THE SOUTHWEST CORNER OF THE TRACT CALLED 8.23 AC. AS DESCRIBED IN THE DEED TO DJUANUS KEITH THOMAS AND STACI THOMAS (DOC. 2017066397). AN IRON PIN THAT WAS FOUND AT THE LOWER NORTHWEST CORNER OF THE SAID 8.23 ACRES STANDS N 21°47'04" W 50.25 FEET. A ½ INCH IRON PIN WHICH WAS FOUND STANDS N 21°27'08" W, 549.97 FEET FROM THIS CORNER.

THENCE, WITH THE COMMON BOUNDARY OF CRESCENCIANO ALVARADO AND D.K. THOMAS, N 68°36'19" E, 1560.47 FEET, TO A 1/2" CAPPED IRON PIN SET, MARKED "FOREST RPLS 1847", AT THE COMMON CORNER OF ALVARADO AND THOMAS, IN THE WEST BOUNDARY OF THE PROPERTY THAT WAS CONVEYED TO SCHWERTNER FARMS, INC. (CALLED 113.40 AC. VOL. 1771, PG. 253),

THENCE, WITH A BOUNDARY THAT REMAINS WESTERLY FROM AN EXISTING FENCE, WITH THE COMMON BOUNDARY OF CRESCENCIANO ALVARADO AND SCHWERTNER FARMS, INC., S 21°23'38" E, 383.52 FEET, TO A 1/2" CAPPED IRON PIN SET, MARKED "FOREST RPLS 1847", FOR THE SOUTHEAST CORNER OF THIS PROPERTY AND FOR THE NORTHEAST CORNER OF THE PROPERTY OF PATRICK N. RILEY (TRACT II CALLED 12.99 AC. AS DESCRIBED IN DOC. 2015090691).

THENCE, WITH THE COMMON BOUNDARY OF ALVARADO AND RILEY, S 70°43'45" W, 560.06 FEET, TO A POST THAT WAS FOUND HAVING A NAIL AT ITS BASE (IN THE EAST BOUNDARY OF THE PROPERTY THAT WAS CONVEYED BY WM. G. FISCHER, ET. UX. TO MARIO AND ROSA SOLIS, CALLED 7.59 AC. DOC. 2019045511).

THENCE, WITH THE COMMON BOUNDARY OF ALVARADO AND SOLIS, N 21°36'56" W, 312.27 FEET, TO A FENCE CORNER POST HAVING A NAIL AT ITS BASE,

THENCE, WITH THE COMMON BOUNDARY OF ALVARADO AND SOLIS, S 68°37'11" W, 999.24 FEET, TO A 1/2" IRON PIN FOUND IN THE EAST LINE OF COUNTY ROAD 332,

THENCE, WITH THE EAST LINE OF COUNTY ROAD 332 AND THE WEST BOUNDARY ALVARADO, N 21°47'27" W, 50.24 FEET, TO THE POINT OF BEGINNING.

SHEET 01 OF 03

FOREST

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (830) 228-5446

Unofficial Document

Date: Mar 19, 2020, 11:24am User ID: jpotmesil
File: I:\Active Projects\2019\01 Civil\Engineer Stamp\Civil\19CALVA.001-FP.dwg

Doc #2020038195

FINAL PLAT OF ALVARADO SUBDIVISION

NOTES:

1. THIS DEVELOPMENT SHALL COMPLY WITH ALL APPLICABLE COUNTY AND STATE REGULATIONS.
2. 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 LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
3. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
4. WATER SERVICE WILL BE PROVIDED BY JSWSC.
   WASTEWATER SERVICE WILL BE PROVIDED BY OSSF.
5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
6. LOT 1 IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0150F EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
7. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK A LOT 1 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
8. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOT 1 SHOWN ON THIS PLAT ARE DETERMINED BY M&S ENGINEERING, LLC, BY ADDING AT LEAST ONE FOOT OR MORE TO THE BASE FLOOD ELEVATION (BFE) DETERMINED BY WILLIAMSON COUNTY STUDY, DATED 1/17/2020.
9. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
10. A 10-FOOT WIDE UTILITY EASEMENT IS RESERVED ALONG ALL STREET FRONTAGES.
11. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
12. AN ELECTRIC TRANSMISSION AND DISTRIBUTION LINE EASEMENT MAY APPLY TO THIS PROPERTY, BUT COULD NOT BE GRAPHICALLY SHOWN BASED ON THE DESCRIPTION LOCATED IN VOLUME 235, PAGE 70.
13. AN ELECTRIC UTILITY EASEMENT MAY APPLY TO THIS PROPERTY, BUT COULD NOT BE GRAPHICALLY SHOWN BASED ON THE DESCRIPTION LOCATED IN DOC #2006062180.
14. THE FINISHED FLOOR ELEVATION (FFE) OF ALL BUILDINGS CONSTRUCTED ON THIS PROPERTY SHALL BE NO LOWER THAN 801.1'.
15. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, 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.
16. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.

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

WE, CRESCENCIANO ALVARADO AND MARIA A. CASTILLO, CO-OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017071910 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY AMEND SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEE 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

ALVARADO

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18 DAY OF March, 2020

CRESCENCIANO ALVARADO
1440 CR 332
JARRELL, TX 76537

MARIA A. CASTILLO
1440 CR 332
JARRELL, TX 76537

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF March, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/16/22

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131686498

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF March, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/16/22

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131686498

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

I, PATRICK RILEY, LIEN HOLDER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2017071910 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY AMEND SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS

ALVARADO

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 12 DAY OF March, 2020

PATRICK RILEY
105 KEYSTONE CV
GEORGETOWN, TX 78633

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12 DAY OF March, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 8/16/22

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131686498

SHEET 02 OF 03

FOREST

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CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (830) 228-5446

Unofficial Document

Date: Wed, Jul 22, 2020 - 3:09pm User: lgomez
File: N:\Active Projects\2019\Georgetown Estates\Civil\191MCALVA.001 - 1440 CR 332\dwg\Sheets\191MCALVA.001-FP.dwg

Doc #2020038195

FINAL PLAT OF ALVARADO SUBDIVISION

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

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

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 18 DAY OF MARCH 2020

3-18-2020
WILLIAM F. FOREST JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 1847
STATE OF TEXAS

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

I, JENNIFER L. HENDERSON, REGISTERED PROCESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0150F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 12TH DAY OF MARCH, 2020

3/12/2020
JENNIFER L. HENDERSON DATE
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 1 DAY OF April 2020 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

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

3/25/20
J. TERRON EVERTSON, P.E., D.R., C.F.M. DATE
WILLIAMSON COUNTY ENGINEER

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OF SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS VERIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

3/25/20
J. TERRON EVERTSON, P.E., D.R., C.F.M. DATE
WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR

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

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

4-3-2020
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 15th DAY OF April, 2020 A.D., AT 8:30 O'CLOCK A M., AND DULY RECORDED THIS THE DAY OF April 15th, 2020 A.D. AT 2:30 O'CLOCK P M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. 2020038195

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: Brenda McKenzie, DEPUTY
Brenda McKenzie

SHEET 03 OF 03

M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS PROFESSIONAL ENGINEERING FIRM # F-1394
WWW.MSENGR.COM | (830) 228-5446

Unofficial Document

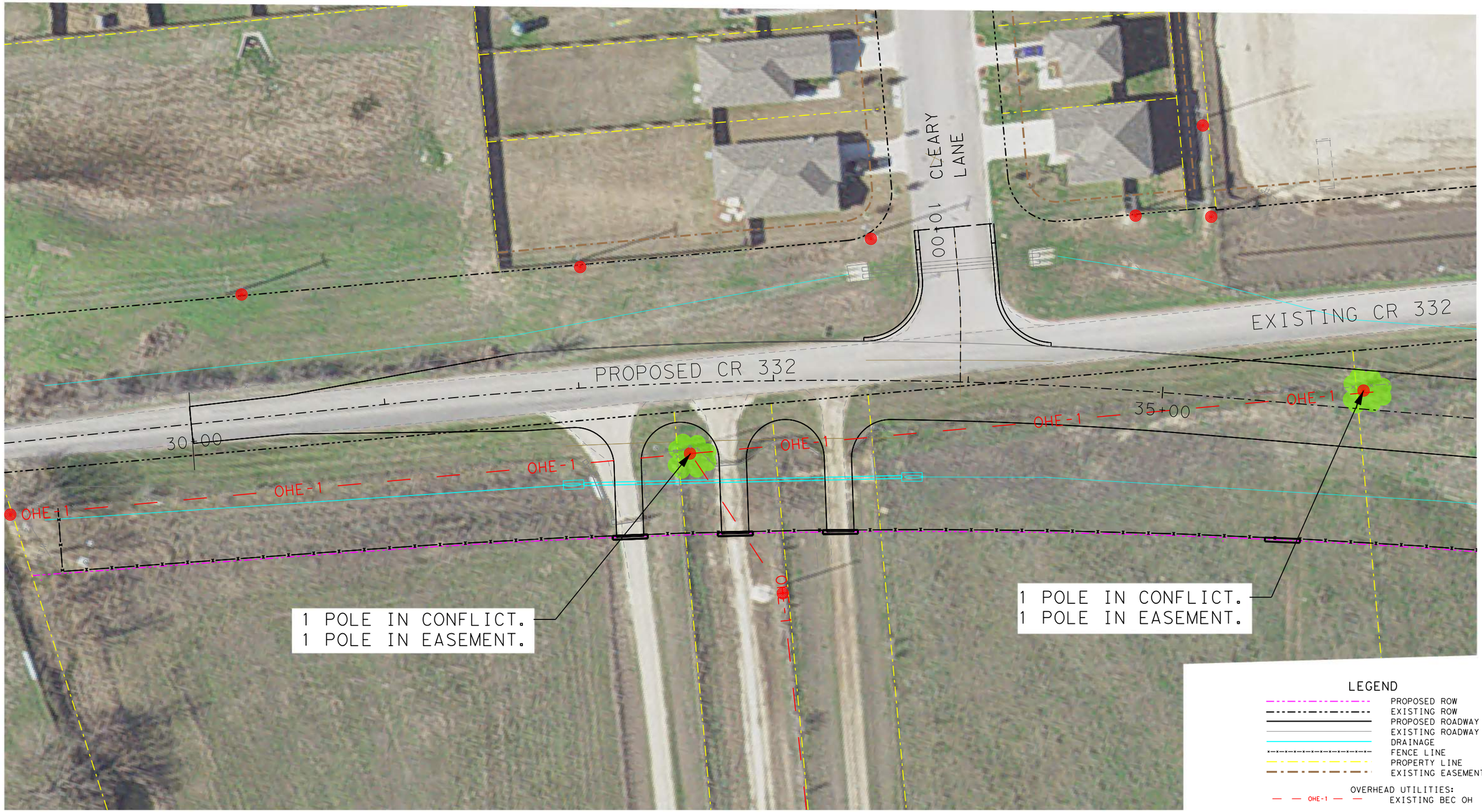
File: T:\Active Projects\2019\81\Georgetown General Civil\81RCALVA.001 - 1440 CR 332\dwg\Sheets\81RCALVA.001-FP.dwg

Attachment F

Wilco – U-80A – Joint Use Agreement

Attachment G

Eligible Replacement Easement Identification Exhibit



LEGEND

- PROPOSED ROW
- EXISTING ROW
- PROPOSED ROADWAY
- EXISTING ROADWAY
- DRAINAGE
- FENCE LINE
- PROPERTY LINE
- EXISTING EASEMENTS

OVERHEAD UTILITIES:
OHE-1 — EXISTING BEC OH

OWNER	DESCRIPTION	POLES IN CONFLICT (A)	POLES IN CONFLICT IN EASEMENT (B)	ELIGIBILITY (B/A)%
BARTLETT ELECTRIC COOP (BEC)	OH ELECTRIC	2 POLES	2 POLES	100%

CR 332
BARTLETT ELECTRIC COOP
ELIGIBILITY

DATE: 9/29/2022

0 25' 50'
SCALE: 1"=25'

SHEET: 1 OF 1

9/29/2022
11:09:35 AM
\\austinserver\Common\CFA\2014\0308801*Williamson*County*2013*Road*Bond\DESIGN\CR 332 Realignment\EXHIBITS\Relocation Estimate\CR-332*UC*RP-3*Bar166.dgn

Attachment H

Eligible Replacement Easement Form

ELECTRIC AERIAL RIGHT-OF-WAY EASEMENT
AND COVENANT OF ACCESS

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

That _____, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an aerial easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, conductors, wires, racks, and equipment("Aerial Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Aerial Easement").

The Aerial Easement and its rights and privileges herein granted shall include the right to any additional working space about or near the Aerial Easement as may be reasonably necessary, together with the right of pedestrian and/or vehicular ingress and egress over, across, along, and upon Grantor's Property and Grantor's adjoining land to or from the Aerial Easement for the purposes of providing electric utility service to Grantor and/or others (overhead), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, modifying, increasing or reducing the capability of, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Aerial Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The width of the Aerial Easement, described in Exhibit A, shall be throughout the area of the Grantor's Property over which the Cooperative's facilities overhang aerially. This unobstructed Aerial Easement begins at a plane at ground level and extends infinitely upward. It is understood, however, that Cooperative shall have no right to erect any structures on the above-described Aerial Easement but may overhang such Aerial Easement with facilities attached to structures which are located on property or right-of-way adjacent to Grantor's Property. The Cooperative shall also have the right to access so much of the remainder of the Grantor's Property as may be reasonably necessary to install, maintain, repair, and/or remove facilities that may at any time be necessary, at Cooperative's sole discretion, for the purpose herein specified.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Aerial Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices,

including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Aerial Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, trailer, or any other obstruction, including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Aerial Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Aerial Easement of any or all structures, buildings, trailers, and/or any other obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on the Grantor's Property as well as all damages, if any, to the Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on the Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the Aerial Easement clear of trees, undergrowth, brush and obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

_____

_____

Grantor agrees that all of Cooperative's facilities installed over Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Aerial Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Aerial Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE AERIAL EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

_____ _____

Grantor Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the_____day of_____, 20____, by_____, the person(s) named as Grantor(s) on the first page of this document.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the_____day of_____, 20____, by_____*[name]*,_____*[title]* of_____*[name of entity]*, a Texas_____*[type of entity – e.g., corporation, limited liability company, limited liability partnership]*, on behalf of said _____*[type of entity]*.

_____
Notary Public, State of Texas

****

DO NOT WRITE BELOW THIS LINE RESERVED SPACE BELOW FOR RECORDING AT COUNTY

HNTB Corporation
Engineers Architects Planners

101 East Old Settlers Blvd. Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Rebecca Pruitt
Williamson County Judge's Office
County Courthouse
710 Main Street, Ste. 101
Georgetown, TX 78626

10/17/2023 AGENDA ITEMS

Dear Ms. Pruitt,

The following item has been placed on the Court Agenda. An electronic copy signed by the Utility Owner has been attached to this cover letter.

- CR 332 Realignment Standard Utility Agreement – Bartlett Electric Cooperative (BEC)

Once approved by the Court, please have the Judge sign in the indicated area(s). **The signed electronic copy will need to be returned to HNTB for further processing via e-mail.**

Thank you.

Best regards,

Eddie Church

Eddie R. Church, P.E.
Project Manager

Commissioners Court - Regular Session **53.**

Meeting Date: 10/17/2023

East Wilco Highway Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with Bigsky Capital, Ltd., Clarendor Capital, Ltd. and Sparrow Fields Properties, Ltd. , for 26.005 acres of ROW and a 0.157 acre temporary construction easement needed on East Wilco Highway. (Parcel 47) Funding Source: Road Bonds P588.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/12/2023 10:23 AM
Form Started By: Charlie Crossfield		Started On: 10/11/2023 07:11 PM
Final Approval Date: 10/12/2023		

REAL ESTATE CONTRACT
East Wilco Highway Segment 2

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **BIGSKY CAPITAL, LTD., CLARENDOR CAPITAL, LTD., AND SPARROW FIELDS PROPERTIES, LTD.,** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> fee simple in and to all of that certain 26.005 acres (1,132,778 square foot) tract of land, out of and situated in the Massillon Farley Survey, Section No. 25, Abstract No. 238, and the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 47**); and
>
> grading temporary construction easement interest only in that certain 0.157 acre (6,835 square foot) tract of land, out of and situated in the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein (**Parcel 47TCE Part 1-2**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The gross Purchase Price for the Property, and any damage to or cost to cure the remaining property of Seller as a result of this acquisition, shall be the sum of THREE MILLION SIX HUNDRED THOUSAND and 00/100 Dollars ($3,600,000.00).

Pursuant to the terms of that certain Possession and Use Agreement for Transportation Purposes between the parties which was recorded as Document No. 2022124759 of the Official Records of Williamson County, Texas, Purchaser has previously paid Seller the amount of THREE MILLION SIXTY-FIVE THOUSAND ONE HUNDRED FORTY-FOUR and 00/100 Dollars ($3,065,144.00), which amount was to be credited against the final purchase price or settlement amount for acquisition of the Property.

Therefore, the net portion of the Purchase Price now due and owing from Purchaser at closing is FIVE HUNDRED THIRTY-FOUR THOUSAND EIGHT HUNDRED FIFTY-SIX and 00/100 Dollars ($534,856.00).

Payment of Purchase Price and Additional Compensation

2.02. The net Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions

2.03. **Potential Driveway Locations.** By execution of this Agreement, the parties acknowledge that the remaining property of Seller outside of the Property conveyed herein ("*Seller's Other Property*") is subject to driveway location spacing and sight distance analysis under Williamson County access management rules in place at the time of application (the "*Access Rules*"), and current spacing requirements would appear to be adequate to allow final permitted drive locations from the proposed Southeast Loop/East Wilco Highway facility (the "*Project*") to each side of Seller's Other Property in the locations approximately as shown on Exhibit "B". Provided the Seller's proposed driveways satisfy the written Access Rules at the time of the application, Williamson County agrees to permit driveways at least in the locations shown on Exhibit "B". Williamson County further agrees to divide its retention pond at approximately STA 318+50 as shown on Exhibit "E" to accommodate the Seller's planned driveway. Any driveway permit sought by Seller for access to Seller's Other Property to the Project shall require application, review and approval from the County Road & Bridge Department per applicable driveway/access design requirements all as promulgated under the Access Rules or other applicable regulatory jurisdiction governing the Seller's Other Property, including but not limited to a possible right/left turn deceleration lane. If and when the Project is expanded to additional lanes or other divided frontage road design segment, *but not before*, any driveway for the benefit of Seller's Other Property shall be restricted to right turn in/right turn out. (the "*Right Turn Requirements*"). For the avoidance of doubt, the Right Turn Requirements shall *only* be a condition for a driveway permit to service Seller's Other Property if such permit application is submitted after the completion of the proposed divided frontage road configuration (the "*Project Expansion*") with any application for driveway permit before the Project Expansion not being subject to the Right Turn Requirements for initial installation, but in any event shall otherwise become subject to the Right Turn Requirements upon construction of the Project Expansion. This paragraph shall survive closing and the agreements made in this paragraph are additional consideration for the transaction contemplated herein.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before October 15, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date".

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser: (a) a duly executed and acknowledged Special Warranty Deed ("Deed") conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", and (b) a duly executed and acknowledged Grading Temporary Construction Easement ("Easement") to the portion of the Property described in Exhibit "B"; conveying such stated interests in the Property to Purchaser free and clear of any and all monetary liens and restrictions, except for the following:

(i) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(ii) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(iii) Any exceptions approved by Purchaser in writing

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.,

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable;

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable";

(d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Special Warranty Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the

Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

As-Is Sale

8.12. **AS-IS SALE. PURCHASER ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR REPRESENTATION FROM SELLER. PURCHASER AGREES AND REPRESENTS:**

(a)PURCHASER IS NOT RELYING ON ANY WRITTEN, ORAL, OR IMPLIED STATEMENT OR REPRESENTATION BY SELLER OR ANY REPRESENTATIVE OF SELLER ABOUT OR RELATED TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO STATEMENTS OR REPRESENTATIONS ABOUT: (i) THE NATURE, USE, VALUE, DEVELOPMENTAL POTENTIAL, SUITABILITY OR FITNESS FOR ANY USE,

COMPLIANCE WITH RESTRICTIONS OR ZONING ORDINANCES, COMPLIANCE WITH ANY REGULATIONS OR LAWS, HABITABILITY, MARKETABILITY, ACCESS TO, EGRESS FROM, QUALITY OF IMPROVEMENTS, CONDITION OF IMPROVEMENTS OR THE LAND, SIZE OF THE IMPROVEMENTS OR LAND, SOILS, OR DRAINAGE (ON OR FROM); OR (ii) THE PRESENCE OF ANY ENVIRONMENTAL CONDITIONS, ENVIRONMENTAL CONTAMINANTS, UTILITIES, FLOOD HAZARD AREAS, FLOOD PRONE AREAS, EASEMENTS, RIGHTS-OF-WAY, ROADS;

(b) PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY, IS FAMILIAR WITH THE PROPERTY, IS SATISFIED WITH THE CONDITION OF THE PROPERTY, AND IS RELYING ON PURCHASER'S OWN DETERMINATION AND INVESTIGATION OF THE PROPERTY.

(c) PURCHASER IS EXPERIENCED IN THE PURCHASE OF PROPERTIES SIMILAR TO THE PROPERTY; AND

(d) THE SALES PRICE HAS BEEN NEGOTIATED BETWEEN THE PARTIES AS A RESULT OF PURCHASER AGREEING TO TAKE THE PROPERTY IN AN AS-IS CONDITION.

[signature pages follow]

SELLER:

BIGSKY CAPITAL, LTD.

By: BigSky Capital GP, LLC, its General Partner

By: _____ Address: _____

Name: Clayton Walthall _____

Title: Member Manager

Date: 9-22-23

SELLER:

SPARROW FIELDS PROPERTIES, LTD.

By: Sparrow Fields Properties, GP, LLC, its General Partner

By: _____

Name: Debra Foster

Title: Member Manager

Date: 9-22-23

SELLER:

CLARENDOR CAPITAL, LTD.

By: Clarendor Capital GP, LLC, its General Partner

By: Sharon Morris

Name: Sharon Morris

Title: Member Manager

Date: 9-22-2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 47
Tax ID: R620630
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 14, 2022

PROPERTY DESCRIPTION FOR PARCEL 47

DESCRIPTION OF A 26.005 ACRE (1,132,778 SQ. FT.) PARCEL OF LAND LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, AND THE JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 107.22 ACRE TRACT OF LAND, DESCRIBED AS TRACT 5 IN THE FOLLOWING DEEDS TO BIGSKY CAPITAL, LTD., RECORDED DECEMBER 17, 2021 IN DOCUMENT NO. 2021191281 (2.863333%) OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND IN DOCUMENT NO. 202119282 (30.470%), O.P.R.W.C.TX., AND TO SPARROW FIELDS PROPERTIES, LTD. IN DOCUMENT NO. 2021191283 (2.863333%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191284 (30.470%), O.P.R.W.C.TX., AND TO CLARENDOR CAPITAL, LTD. IN DOCUMENT NO. 2021191285 (2.863334%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191286 (30.470%), O.P.R.W.C.TX.; SAID 26.005 ACRE (1,132,778 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 573.50 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 342+48.75 on the west line of a called 63.6 acre tract of land, described in a deed to Mark S. Kreuger, recorded in Volume 2551, Page 599, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southeast corner of a called 389.542 acre tract of land, described in a deed to WMV Hutto 390 DE, LLC, recorded in Document No. 2022029057, O.P.R.W.C.TX., same being the most easterly northeast corner of said 107.22 acre tract;

THENCE N 83°05'04" W, with the common line of said 389.542 acre tract and said 107.22 acre tract, a distance of 816.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (replacing a 1/2-inch iron rod found) (Surface Coordinates: N=10,163,225.88, E=3,186,160.31) set 288.37 feet right of Southeast Loop E.C.S. 334+83.79 on the proposed south right-of-way line of Southeast Loop, for the **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said 389.542 acre tract and said 107.22 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following seven (7) courses and distances numbered 1-7:

1) S 07°58'06" W, a distance of 43.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 329.12 feet right of Southeast Loop E.C.S. 334+67.74, for the southeast corner of the parcel described herein,

2) S 79°14'40" W, passing at a distance of 603.26 feet a calculated point 299.95 feet right of Southeast Loop E.C.S. 328+65.19, for the beginning of a Control of Access (C.O.A.), passing at a distance of 1,054.93 feet a calculated point 278.12 feet right of Southeast Loop E.C.S. 324+14.05, for the end of a C.O.A., and continuing for a total distance of 1,100.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.90 feet right of Southeast Loop E.C.S. 323+68.15,

3) N 48°04'31" W, a distance of 122.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.19 feet right of Southeast Loop E.C.S. 322+98.81, said point being the beginning of a curve to the left,

4) With said curve to the left, an arc length of 59.79 feet, through a delta of 00°21'55", having a radius of 9,380.00 feet, and a chord which bears S 76°39'22" W, a distance of 59.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 322+39.01,

5) S 76°28'25" W, passing at a distance of 628.74 feet a calculated point 175.00 feet right of Southeast Loop E.C.S. 316+10.27, for the beginning of a C.O.A., and continuing for a total distance of 1,542.37 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 306+96.64, said point being the beginning of a curve to the left,

6) With said curve to the left, an arc length of 38.45 feet, through a delta of 00°14'05", having a radius of 9,380.00 feet, and a chord which bears S 76°21'22" W, a distance of 38.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.08 feet right of Southeast Loop E.C.S. 306+58.20, for the end of a C.O.A, and

7) S 41°41'34" W, a distance of 171.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 273.13 feet right of Southeast Loop E.C.S. 305+17.03 on the existing east right-of-way line of County Road (C.R.) 134, a variable width right-of-way, no record information found, for the southwest corner of the parcel described herein;

8) **THENCE** N 07°46'20" E, departing the proposed south right-of-way line of said Southeast Loop, with the existing east right-of-way line of said C.R. 134, a distance of 480.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of Southeast Loop E.C.S. 306+91.73 on the proposed north right-of-way line of Southeast Loop, for the northwest corner of the parcel described herein, said point being the beginning of a curve to the left;

THENCE departing the existing east right-of-way line of said C.R. 134, with the proposed north right-of-way line of Southeast Loop, over and across said 107.22 acre tract, the following nine (9) courses and distances numbered 9–17:

9) With said curve to the left, an arc length of 4.91 feet, through a delta of 00°01'48", having a radius of 9,380.00 feet, and a chord which bears N 76°29'19" E, a distance of 4.91 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of Southeast Loop E.C.S. 306+96.64,

10) N 76°28'25" E, passing at a distance of 1,299.75 feet a calculated point 175.00 feet left of Southeast Loop E.C.S. 319+96.40, for the beginning of a C.O.A., and continuing for a total distance of 1,361.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet left of Southeast Loop E.C.S. 320+57.69,

11) N 48°04'31" W, a distance of 121.41 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.00 feet left of Southeast Loop E.C.S. 319+88.83,

12) N 76°28'25" E, a distance of 510.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.00 feet left of Southeast Loop E.C.S. 324+98.83,

13) S 48°04'31" E, a distance of 55.19 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.54 feet left of Southeast Loop E.C.S. 325+30.13, said point being the beginning of a curve to the left,

14) With said curve to the left, passing at an arc distance of 241.40 feet a calculated point 240.20 feet left of Southeast Loop E.C.S. 327+71.29, for the end of a C.O.A., and continuing for a total arc length of 358.21 feet, through a delta of 02°11'59", having a radius of 9,330.00 feet, and a chord which bears N 73°35'08" E, a distance of 358.19 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 247.59 feet left of Southeast Loop E.C.S. 328+87.87,

15) S 48°04'31" E, a distance of 58.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 199.81 feet left of Southeast Loop E.C.S. 329+20.77, said point being the beginning of a curve to the left,

16) With said curve to the left, an arc length of 34.93 feet, through a delta of 00°12'48", having a radius of 9,380.00 feet, and a chord which bears N 72°11'56" E, a distance of 34.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 202.41 feet left of Southeast Loop E.C.S. 329+55.60, said point being the beginning of a curve to the right, and

17) With said curve to the right, an arc length of 356.92 feet, through a delta of 02°09'59", having a radius of 9,440.00 feet, and a chord which bears N 73°10'31" E, a distance of 356.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 222.95 feet left of Southeast Loop E.C.S. 333+11.91 on the common line of said 389.542 acre tract and said 107.22 acre tract, for the northeast corner of the parcel described herein;

THENCE departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 389.542 acre tract and said 107.22 acre tract, the following two (2) courses and distances numbered 18-19:

18) S 07°50'20" W, a distance of 416.78 feet to a 1/2-inch iron rod with a plastic cap stamped "5729" found, and

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 47
Tax ID: R620630
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

19) S 82°41'40" E, a distance of 346.36 feet to the **POINT OF BEGINNING**, and containing 26.005 acres (1,132,778 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

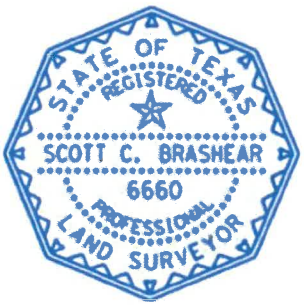
Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

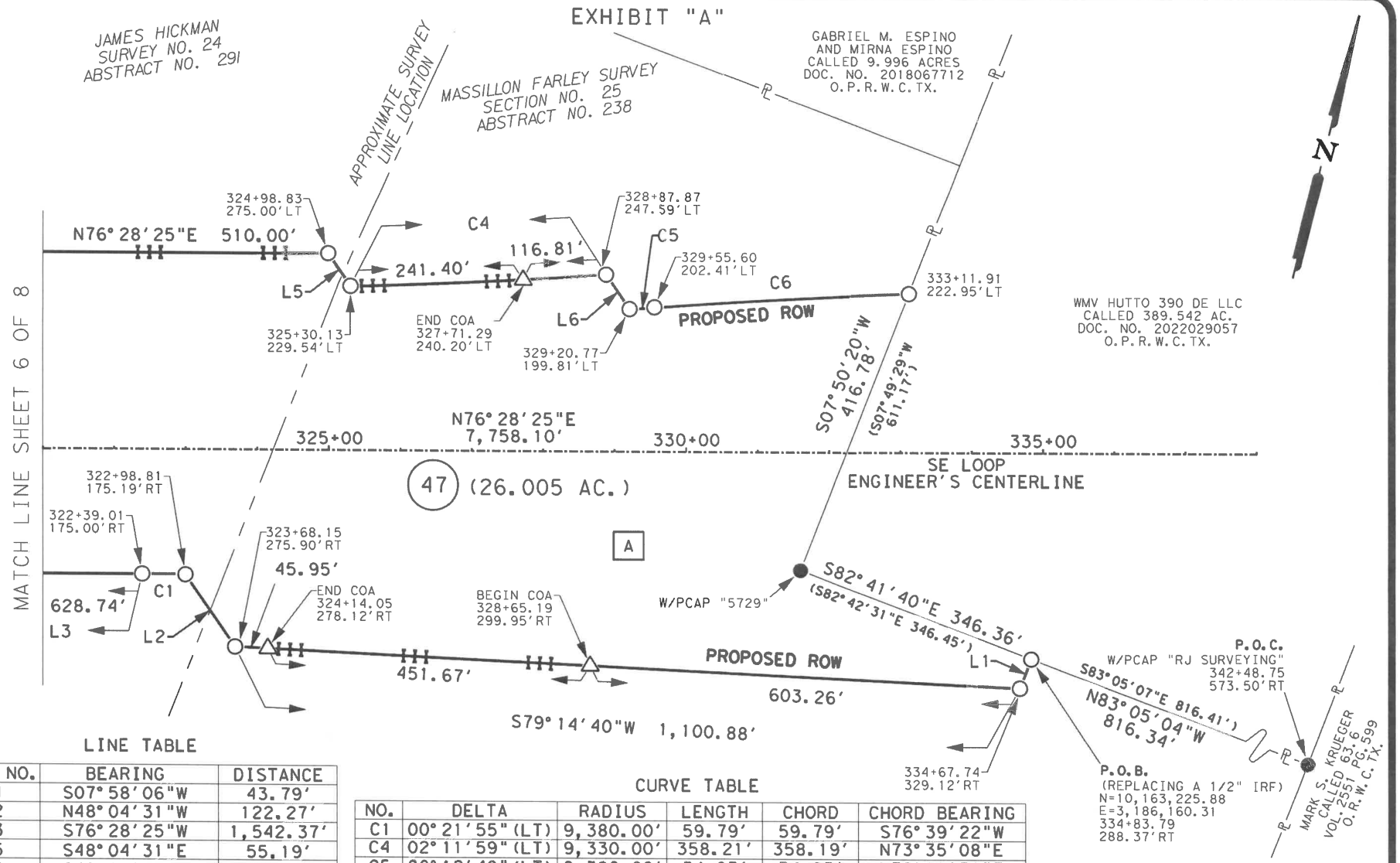
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 9/14/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°58'06"W	43.79'
L2	N48°04'31"W	122.27'
L3	S76°28'25"W	1,542.37'
L5	S48°04'31"E	55.19'
L6	S48°04'31"E	58.01'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°21'55" (LT)	9,380.00'	59.79'	59.79'	S76°39'22"W
C4	02°11'59" (LT)	9,330.00'	358.21'	358.19'	N73°35'08"E
C5	00°12'48" (LT)	9,380.00'	34.93'	34.93'	N72°11'56"E
C6	02°09'59" (RT)	9,440.00'	356.92'	356.90'	N73°10'31"E

REF. FIELD NOTE NO. 49170

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47\PLAT\03\P-47-R1_1.dgn

200 0 100 200

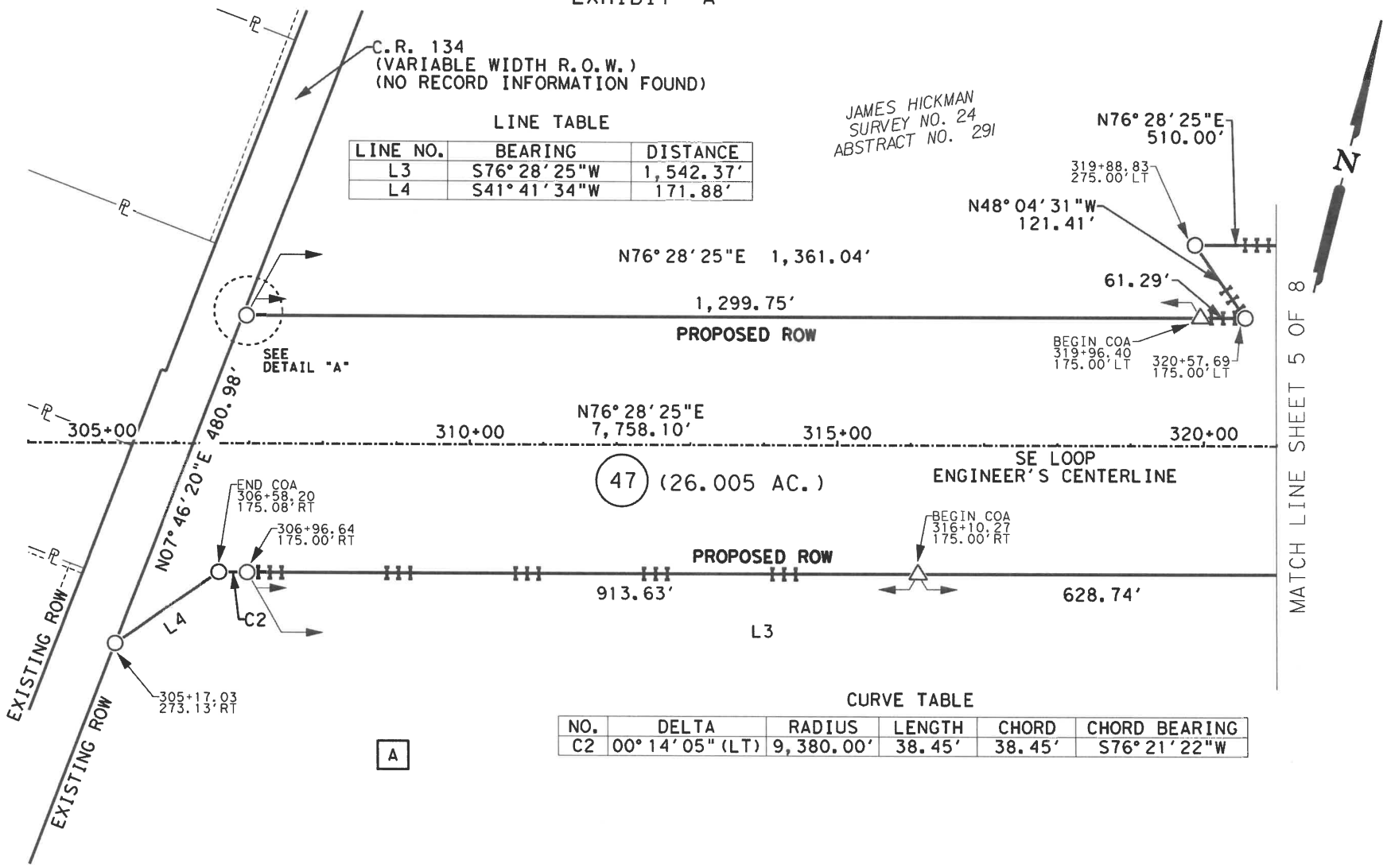
GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	37.933 AC. LEFT
				REMAINING	43.099 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD.,
& CLARENDOR CAPITAL, LTD.
TAX ID: R620630
PARCEL 47
26.005 AC. (1,132,778 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L3	S76°28'25"W	1,542.37'
L4	S41°41'34"W	171.88'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	00°14'05" (LT)	9,380.00'	38.45'	38.45'	S76°21'22"W

REF. FIELD NOTE NO. 49170

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200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

				REMAINING	37.933 AC. LEFT
EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	43.099 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
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Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD.,
& CLARENDOR CAPITAL, LTD.
TAX ID: R620630
PARCEL 47
26.005 AC. (1,132,778 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE
INSURANCE GF NO. T-159160, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 286, PAGE 350, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 311, PAGE 418, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 389, PAGE 335, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

4. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 390, PAGE 32, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

6. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 14, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN MEMORANDUM OF AGREEMENT (TENANTS IN COMMON AGREEMENT), RECORDED IN DOCUMENT NO. 2021189750, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

8. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

9. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

10. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

11. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

12. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

13. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

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)

A

BIGSKY CAPITAL, LTD. (2.863333%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191281
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

BIGSKY CAPITAL, LTD. (30.470%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191282
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.
(2.863333%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191283
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.
(30.470%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191284
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.
(2.863334%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191285
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.
(30.470%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191286
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

REF. FIELD NOTE NO. 49170

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47\PLAT\03\P-47-R1_2 .dgn

				REMAINING	37.933 AC. LEFT
EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	43.099 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

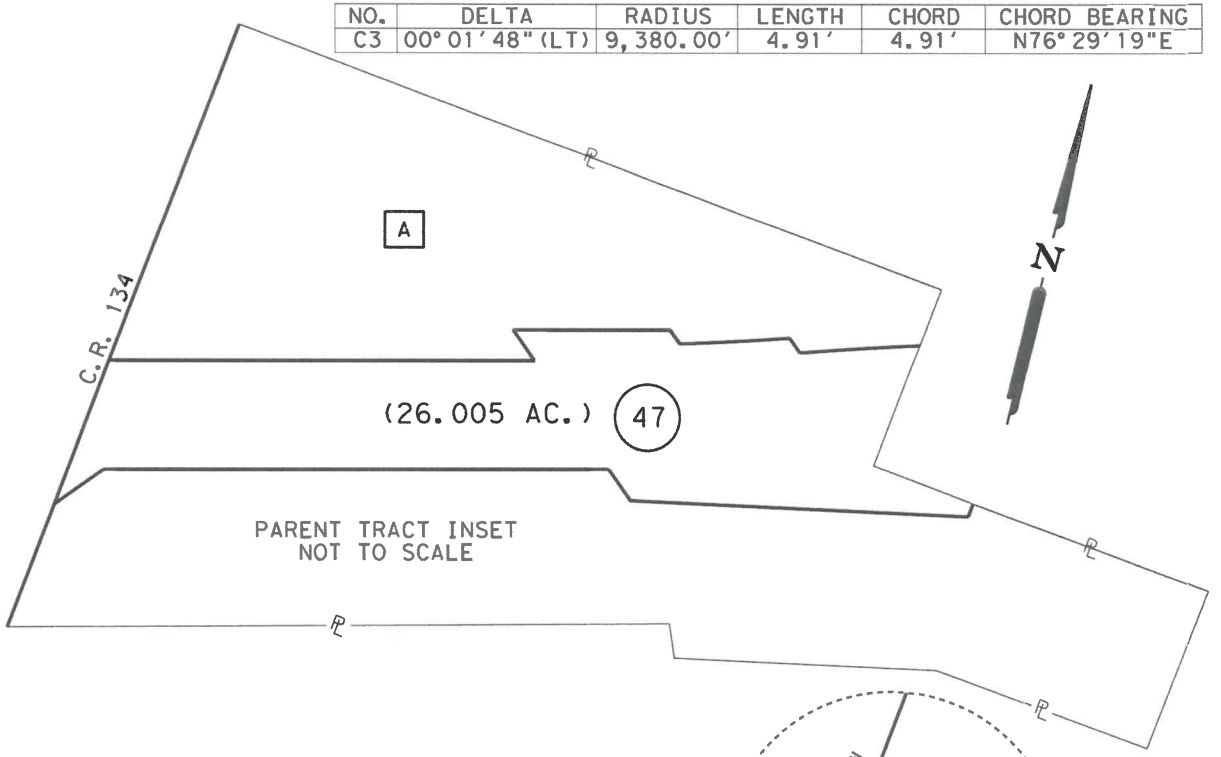
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD.,
& CLARENDOR CAPITAL, LTD.
TAX ID: R620630
PARCEL 47
26.005 AC. (1,132,778 SQ. FT.)

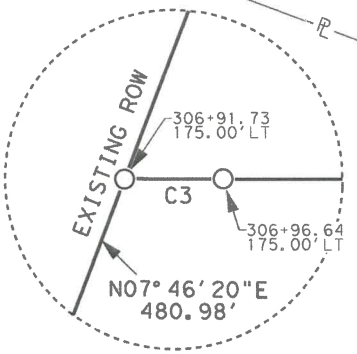
LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
●	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—∿—	DISTANCE NOT TO SCALE
———1——	DEED LINE (COMMON OWNERSHIP)

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	00°01'48"(LT)	9,380.00'	4.91'	4.91'	N76°29'19"E





DETAIL "A"
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159160, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 49170

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47\PLAT\03\P-47-R1_2 .dgn

				REMAINING	37.933 AC. LEFT
EXISTING	107.22 AC.	ACQUIRE	26.005 AC.	REMAINING	43.099 AC. RIGHT

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/14/2022

DATE

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD.,
& CLARENDOR CAPITAL, LTD.
TAX ID: R620630
PARCEL 47
26.005 AC. (1,132,778 SQ. FT.)

EXHIBIT "A-1"

County: Williamson
Parcel No.: TCE-47
Tax ID: R620630
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 14, 2022

PROPERTY DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT 47

Part 1- 0.028 ac. (1,237 sq. ft.)

DESCRIPTION OF A 0.028 ACRE (1,237 SQ. FT.) EASEMENT LOCATED IN THE JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 107.22 ACRE TRACT OF LAND, DESCRIBED AS TRACT 5 IN THE FOLLOWING DEEDS TO BIGSKY CAPITAL, LTD., RECORDED DECEMBER 17, 2021 IN DOCUMENT NO. 2021191281 (2.863333%) OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND IN DOCUMENT NO. 202119282 (30.470%), O.P.R.W.C.TX., AND TO SPARROW FIELDS PROPERTIES, LTD IN DOCUMENT NO. 2021191283 (2.863333%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191284 (30.470%), O.P.R.W.C.TX., AND TO CLARENDOR CAPITAL, LTD IN DOCUMENT NO. 2021191285 (2.863334%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191286 (30.470%), O.P.R.W.C.TX.; SAID 0.028 ACRE (1,237 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 573.50 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 342+48.75 on the west line of a called 113.6 acre tract of land, described in a deed to Mark S. Kreuger, recorded in Volume 2551, Page 599, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southeast corner of a called 389.542 acre tract of land, described in a deed to WMV Hutto 390 DE, LLC, recorded in Document No. 2022029057, O.P.R.W.C.TX., same being the most easterly northeast corner of said 107.22 acre tract;

THENCE N 83°05'04" W, with the common line of said 389.542 acre tract and said 107.22 acre tract, a distance of 816.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (replacing a 1/2-inch iron rod found) set 288.37 feet right of Southeast Loop E.C.S. 334+83.79 on the proposed south right-of-way line of Southeast Loop;

THENCE departing the common line of said 389.542 acre tract and said 107.22 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following three (3) courses and distances:

S 07°58'06" W, a distance of 43.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 329.12 feet right of Southeast Loop E.C.S. 334+67.74,

S 79°14'40" W, a distance of 1,100.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.90 feet right of Southeast Loop E.C.S. 323+68.15, and

N 48°04'31" W, a distance of 110.07 feet to a calculated point (Surface Coordinates: N=10,163,050.61, E=3,184,990.80) 185.24 feet right of Southeast Loop E.C.S. 323+05.72, for the southeast corner and the **POINT OF BEGINNING** of the easement described herein, said point being the beginning of a curve to the left;

County: Williamson
Parcel No.: TCE-47
Tax ID: R620630
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

THENCE departing the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following three (3) courses and distances numbered 1–3:

1) With said curve to the left, an arc length of 66.71 feet, through a delta of 00°24'29", having a radius of 9,370.00 feet, and a chord which bears S 76°40'39" W, a distance of 66.71 feet to a calculated point 185.00 feet right of Southeast Loop E.C.S. 322+39.01,

2) S 76°28'25" W, a distance of 55.40 feet to a calculated point 185.00 feet right of Southeast Loop E.C.S. 321+83.61, for the southwest corner of the easement described herein, and

3) N 58°31'35" W, a distance of 14.14 feet to a calculated point 175.00 feet right of Southeast Loop E.C.S. 321+73.61 on the proposed south right-of-way line of said Southeast Loop, for the northwest corner of the easement described herein;

THENCE with the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following three (3) courses and distances numbered 4–6:

4) N 76°28'25" E, a distance of 65.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 322+39.01, said point being the beginning of a curve to the right;

5) With said curve to the right, an arc length of 59.79 feet, through a delta of 00°21'55", having a radius of 9,380.00 feet, and a chord which bears N 76°39'22" E, a distance of 59.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.19 feet right of Southeast Loop E.C.S. 322+98.81, for the northeast corner of the easement described herein, and

6) S 48°04'31" E, a distance of 12.20 feet to the **POINT OF BEGINNING**, and containing 0.028 acres (1,237 sq. ft.) of land.

County: Williamson
Parcel No.: TCE-47
Tax ID: R620630
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Part 2- 0.129 ac. (5,598 sq. ft.)

DESCRIPTION OF A 0.129 ACRE (5,598 SQ. FT.) EASEMENT LOCATED IN THE JAMES HICKMAN SURVEY NO. 24, ABSTRACT NO. 291, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 107.22 ACRE TRACT OF LAND, DESCRIBED AS TRACT 5 IN THE FOLLOWING DEEDS TO BIGSKY CAPITAL, LTD., RECORDED DECEMBER 17, 2021 IN DOCUMENT NO. 2021191281 (2.863333%) OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.) AND IN DOCUMENT NO. 202119282 (30.470%), O.P.R.W.C.TX., AND TO SPARROW FIELDS PROPERTIES, LTD IN DOCUMENT NO. 2021191283 (2.863333%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191284 (30.470%), O.P.R.W.C.TX., AND TO CLARENDOR CAPITAL, LTD IN DOCUMENT NO. 2021191285 (2.863334%), O.P.R.W.C.TX. AND IN DOCUMENT NO. 2021191286 (30.470%), O.P.R.W.C.TX.; SAID 0.129 ACRE (5,598 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 573.50 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 342+48.75 on the west line of a called 113.6 acre tract of land, described in a deed to Mart S. Kreuger, recorded in Volume 2551, Page 599, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southeast corner of a called 389.542 acre tract of land, described in a deed to WMV Hutto 390 DE, LLC, recorded in Document No. 2022029057, O.P.R.W.C.TX., same being the most easterly northeast corner of said 107.22 acre tract;

THENCE N 83°05'04" W, with the common line of said 389.542 acre tract and said 107.22 acre tract, a distance of 816.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (replacing a 1/2-inch iron rod found) set 288.37 feet right of Southeast Loop E.C.S. 334+83.79 on the proposed south right-of-way line of Southeast Loop;

THENCE departing the common line of said 389.542 acre tract and said 107.22 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following five (5) courses and distances:

S 07°58'06" W, a distance of 43.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 329.12 feet right of Southeast Loop E.C.S. 334+67.74,

S 79°14'40" W, a distance of 1,100.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 275.90 feet right of Southeast Loop E.C.S. 323+68.15,

N 48°04'31" W, a distance of 122.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.19 feet right of Southeast Loop E.C.S. 322+98.81, said point being the beginning of a curve to the left,

With said curve to the left, an arc length of 59.79 feet, through a delta of 00°21'55", having a radius of 9,380.00 feet, and a chord which bears S 76°39'22" W, a distance of 59.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 322+39.01, and

S 76°28'25" W, a distance of 1,305.40 feet to a calculated point (Surface Coordinates: N=10,162,739.64, E=3,183,654.35) 175.00 feet right of Southeast Loop E.C.S. 309+33.61, for the northeast corner and the **POINT OF BEGINNING** of the easement described herein;

THENCE departing the proposed south right-of-way line of said Southeast Loop, over and across said 107.22 acre tract, the following three (3) courses and distances numbered 1-3:

1) S 31°28'25" W, a distance of 28.28 feet to a calculated point 195.00 feet right of Southeast Loop E.C.S 309+13.61, for the southeast corner of the easement described herein,

2) S 76°28'25" W, a distance of 216.97 feet to a calculated point 195.00 feet right of Southeast Loop E.C.S. 306+96.64, said point being the beginning of a curve to the left, and

3) With said curve to the left, an arc length of 67.48 feet, through a delta of 00°24'47", having a radius of 9,360.00 feet, and a chord which bears S 76°16'01" W, a distance of 67.48 feet to a calculated point 195.24 feet right of Southeast Loop E.C.S. 306+29.16 on the proposed south right-of-way line of said Southeast Loop, for the southwest corner of the easement described herein;

THENCE with the proposed south right-of-way line of Southeast Loop, over and across said 107.22 acre tract, the following three (3) courses and distances numbered 4–6:

4) N 41°41'34" E, a distance of 35.35 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.08 feet right of Southeast Loop E.C.S. 306+58.20, for the northwest corner of the easement described herein, said point being the beginning of a curve to the right,

5) With said curve to the right, an arc length of 38.45 feet, through a delta of 00°14'05", having a radius of 9,380.00 feet, and a chord which bears N 76°22'21" E, a distance of 38.45 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.00 feet right of Southeast Loop E.C.S. 306+96.64, and

County: Williamson
Parcel No.: TCE-47
Tax ID: R620630
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

6) N 76°28'25" E, a distance of 236.97 feet to the **POINT OF BEGINNING**, and containing 0.129 acres (5,598 sq. ft.) of land.

Part 1 0.028 ac. (1,237 sq. ft.)
Part 2 0.129 ac. (5,598 sq. ft.)
Total 0.157 ac. (6,835 sq. ft.)

This property description is accompanied by a separate plat of even date.

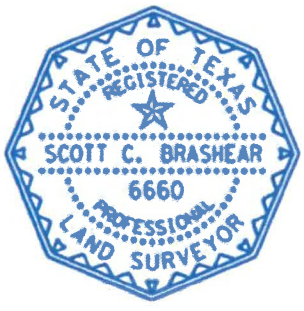
Bearing Basis:
All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

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

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

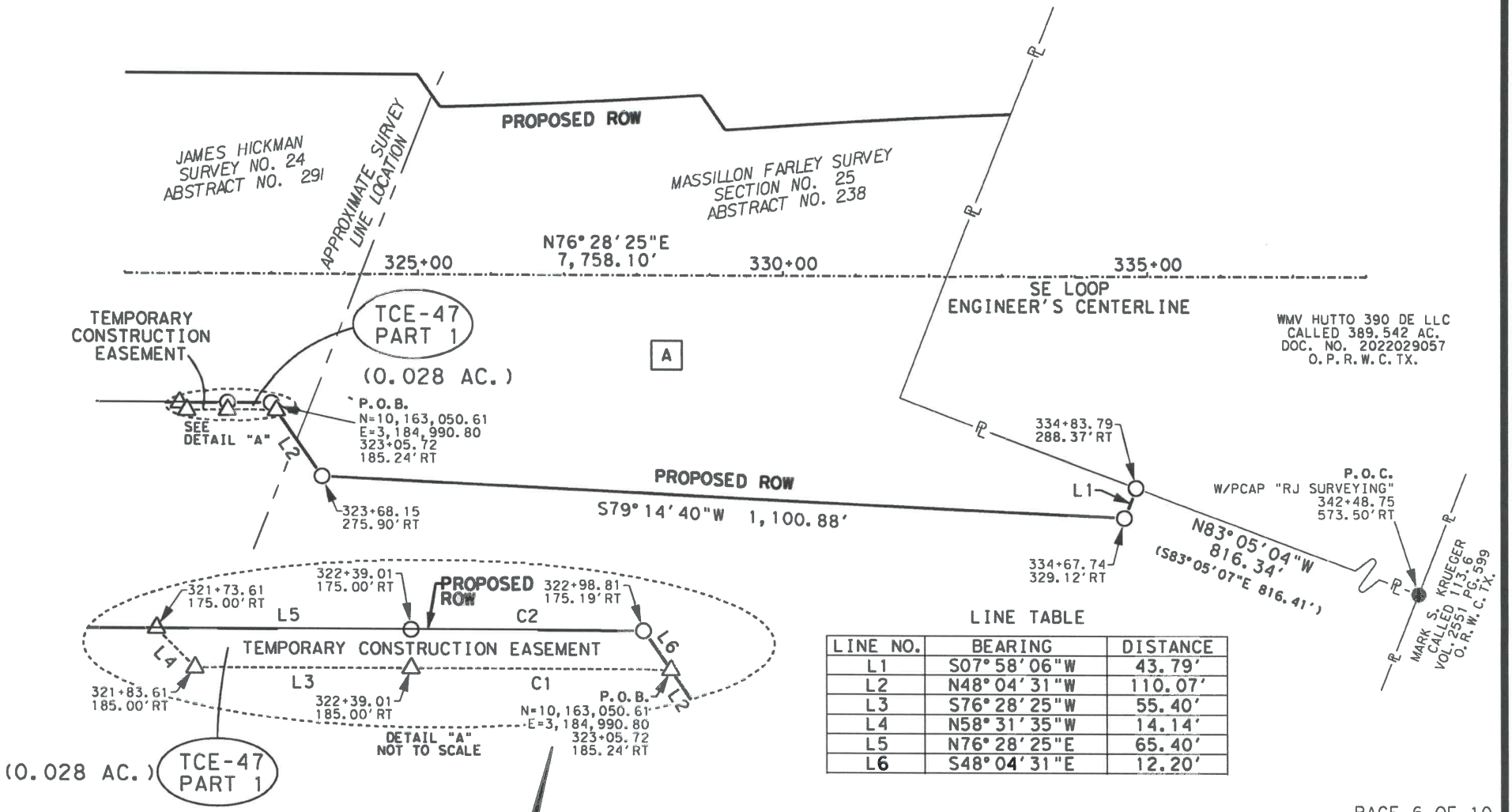


9/14/2022
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A_1"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°24'29"LT	9,370.00'	66.71'	66.71'	S76°40'39"W
C2	00°21'55"RT	9,380.00'	59.79'	59.79'	N76°39'22"E



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°58'06"W	43.79'
L2	N48°04'31"W	110.07'
L3	S76°28'25"W	55.40'
L4	N58°31'35"W	14.14'
L5	N76°28'25"E	65.40'
L6	S48°04'31"E	12.20'

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

N

REF. FIELD NOTE NO. 49176

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47_TCE\PLAT\02\P-47TCE_1.dgn

EXISTING	107.22 AC.	ACQUIRE	0.000 AC.	REMAINING	107.22 AC. RIGHT

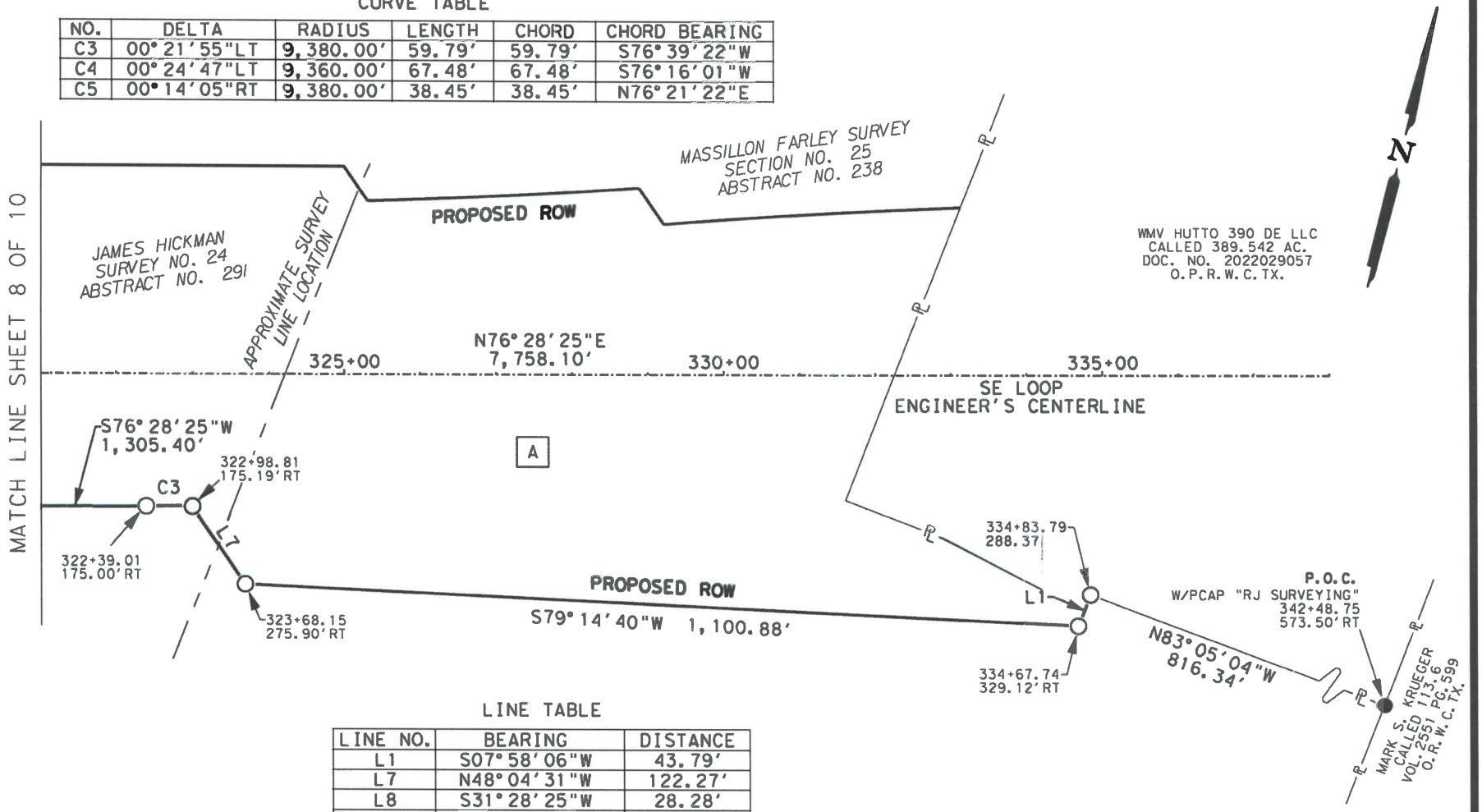
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

TEMPORARY CONSTRUCTION EASEMENT SKETCH
SHOWING PROPERTY OF
BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD., & CLARENDOR CAPITAL, LTD.
TAX ID: R620630
TCE 47 PART 1
0.028 AC. (1,237 SQ. FT.)

EXHIBIT "A-1"

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	00°21'55"LT	9,380.00'	59.79'	59.79'	S76°39'22"W
C4	00°24'47"LT	9,360.00'	67.48'	67.48'	S76°16'01"W
C5	00°14'05"RT	9,380.00'	38.45'	38.45'	N76°21'22"E



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°58'06"W	43.79'
L7	N48°04'31"W	122.27'
L8	S31°28'25"W	28.28'
L9	S76°28'25"W	216.97'
L10	N41°41'34"E	35.35'
L11	N76°28'25"E	236.97'

REF. FIELD NOTE NO. 49176

200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

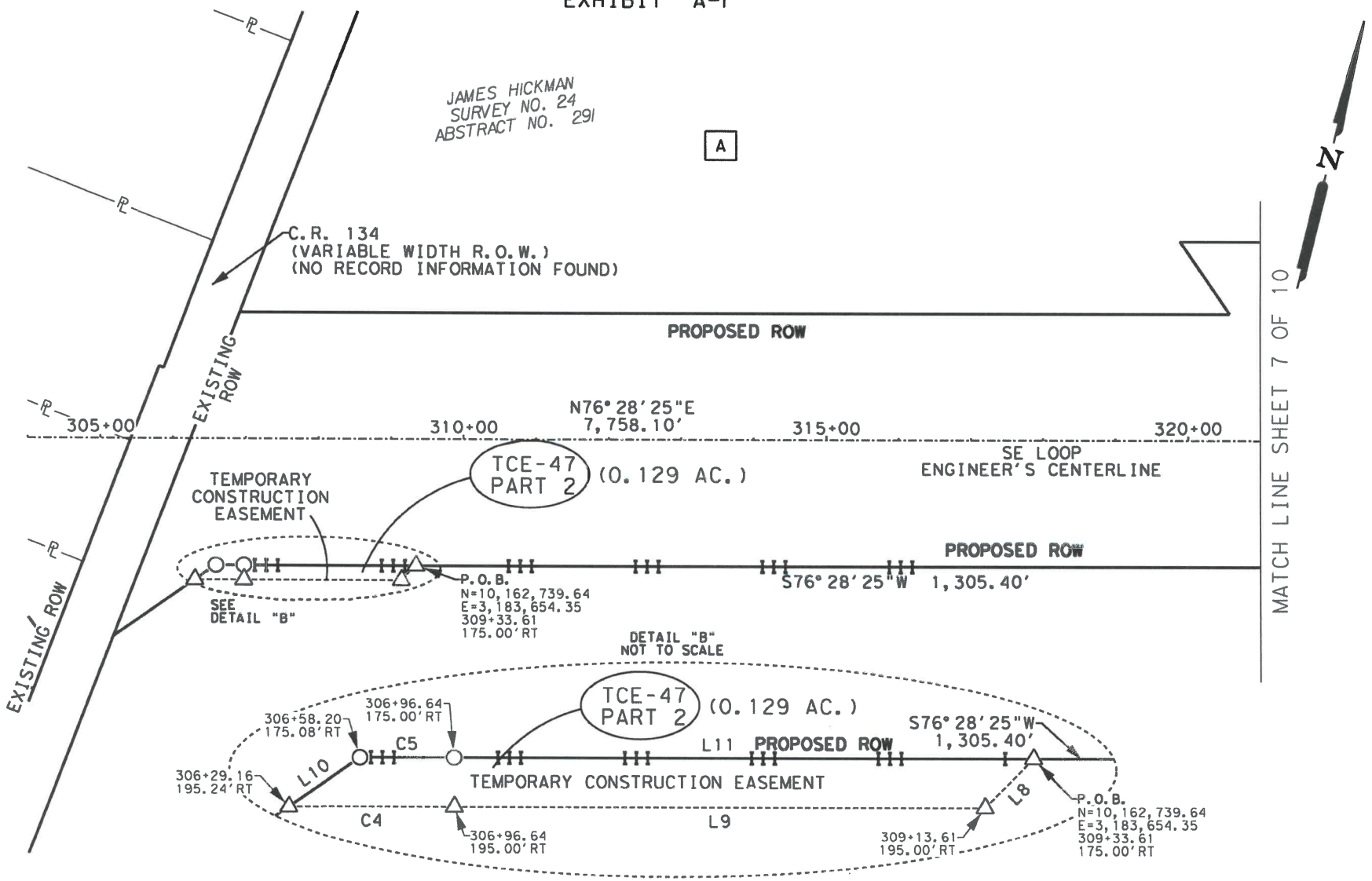
FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47_TCE\PLAT\02\P-47TCE_2.dgn

EXISTING	107.22 AC.	ACQUIRE	0.000 AC.	REMAINING	107.22 AC. RIGHT

SAM™
4801 Southwest Parkway
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TEMPORARY CONSTRUCTION EASEMENT SKETCH
SHOWING PROPERTY OF
BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD., & CLARENDOR CAPITAL, LTD.
TAX ID: R620630
TCE 47 PART 2
0.129 AC. (5,598 SQ. FT.)

EXHIBIT "A-1"



200 0 100 200

GRAPHIC SCALE
SCALE: 1" = 200'
WILLIAMSON COUNTY, TEXAS

PAGE 8 OF 10
REF. FIELD NOTE NO. 49176

FILE: \\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47_TCE\PLAT\02\P-47TCE_3.dgn

EXISTING	107.22 AC.	ACQUIRE	0.000 AC.	REMAINING	107.22 AC. RIGHT

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4801 Southwest Parkway
Building Two, Suite 100
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(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

TEMPORARY CONSTRUCTION
EASEMENT SKETCH
SHOWING PROPERTY OF
BIGSKY CAPITAL, LTD., SPARROW FIELDS
PROPERTIES, LTD., & CLARENDON CAPITAL,
LTD.
TAX ID: R620630
TCE 47 PART 2
0.129 AC. (5,598 SQ. FT.)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE
INSURANCE GF NO. T-159160, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS. (WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 286, PAGE 350, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 311, PAGE 418, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. CHANNEL EASEMENT GRANTED TO STATE OF TEXAS ACTING THROUGH THE STATE HIGHWAY COMMISSION, AS DESCRIBED IN VOLUME 389, PAGE 335, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

4. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, AS DESCRIBED IN VOLUME 390, PAGE 32, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 10, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

6. PIPE LINES EASEMENT GRANTED TO JONAH WATER SUPPLY CORP., AS DESCRIBED IN VOLUME 598, PAGE 14, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (AS-BUILT EASEMENT, UNABLE TO PLOT, MAY AFFECT)

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN MEMORANDUM OF AGREEMENT (TENANTS IN COMMON AGREEMENT), RECORDED IN DOCUMENT NO. 2021189750, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

8. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

9. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY.

10. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

11. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS. (NOTE: THIS ITEM CAN BE DELETED UPON RECEIPT OF AN AFFIDAVIT EXECUTED BY THE SELLER EVIDENCING THERE ARE NOT ANY OUTSTANDING LEASES OR RENTAL AGREEMENTS. IF THE AFFIDAVIT REVEALS UNRECORDED OUTSTANDING LEASES OR RENTAL AGREEMENTS THE EXCEPTION MAY BE MODIFIED TO MAKE SPECIFIC EXCEPTION TO THOSE MATTERS.)

12. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

13. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

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)

A

BIGSKY CAPITAL, LTD. (2.863333%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191281
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

BIGSKY CAPITAL, LTD. (30.470%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191282
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.
(2.863333%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191283
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.
(30.470%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191284
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.
(2.863334%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191285
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.
(30.470%)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191286
RECORDED DECEMBER 17, 2021
O.P.R.W.C.TX.

REF. FIELD NOTE NO. 49176

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47_TCE\PLAT\02\P-47TCE_3.dgn

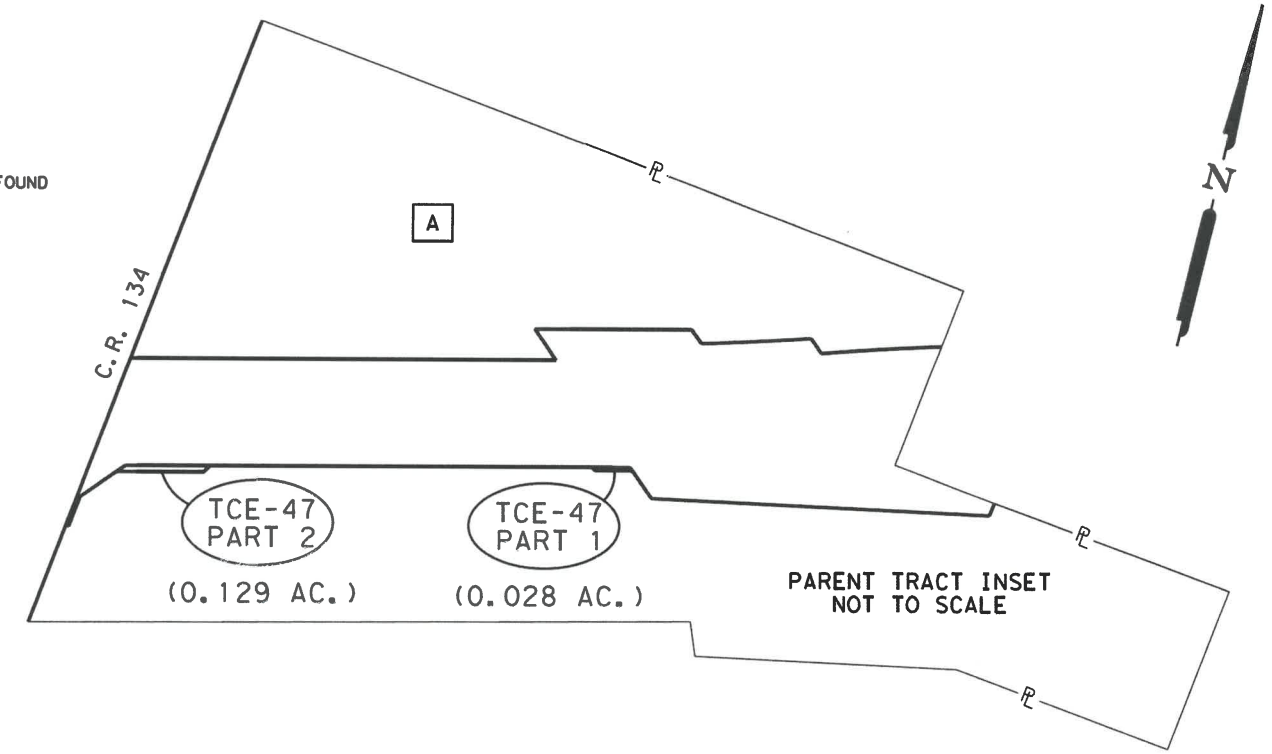
EXISTING	107.22 AC.	ACQUIRE	0.000 AC.	REMAINING	107.22 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

TEMPORARY CONSTRUCTION
EASEMENT SKETCH
SHOWING PROPERTY OF
BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD., & CLARENDOR CAPITAL, LTD.
TAX ID: R620630
TCE 47 PART 1 & 2
0.157 AC. (6,835 SQ. FT.)

LEGEND

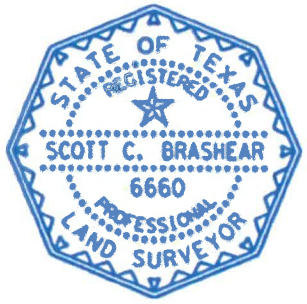
○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
●	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—∿—	DISTANCE NOT TO SCALE
——℄——	DEED LINE (COMMON OWNERSHIP)



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159160, EFFECTIVE DATE APRIL 18, 2022, AND ISSUED DATE APRIL 25, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/14/2022

DATE

REF. FIELD NOTE NO. 49176

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\47_TCE\PLAT\02\P-47TCE_3.dgn

EXISTING	107.22 AC.	ACQUIRE	0.000 AC.	REMAINING	107.22 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

TEMPORARY CONSTRUCTION EASEMENT SKETCH
SHOWING PROPERTY OF
BIGSKY CAPITAL, LTD., SPARROW FIELDS PROPERTIES, LTD., & CLARENDOR CAPITAL, LTD.
TAX ID: R620630
TCE 47 PART 1 & 2
0.157 AC. (6,835 SQ. FT.)

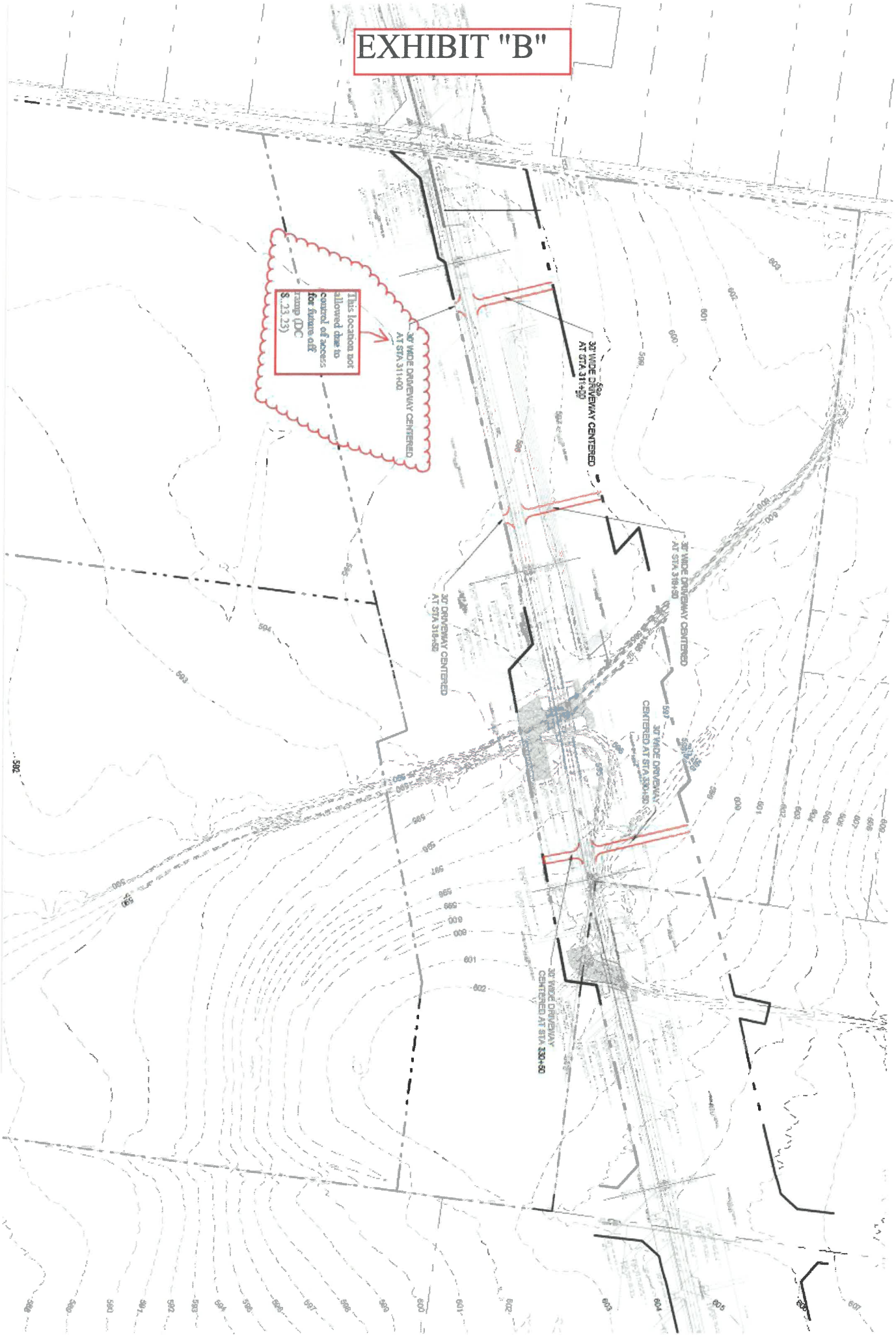

EXHIBIT "B"
This location not allowed due to control of access for future off ramp (DC $..23.23)
30' WIDE DRIVEWAY CENTERED AT STA 311+00
30' WIDE DRIVEWAY CENTERED AT STA 311+50
30' WIDE DRIVEWAY CENTERED AT STA 318+50
30' DRIVEWAY CENTERED AT STA 318+82
30' WIDE DRIVEWAY CENTERED AT STA 330+50
30' WIDE DRIVEWAY CENTERED AT STA 130+50

EXHIBIT "C"

Parcel 47

DEED

Southeast Loop (Segment 2) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **BIGSKY CAPITAL, LTD., CLARENDOR CAPITAL, LTD., AND SPARROW FIELDS PROPERTIES, LTD.**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 26.005 acres (1,132,778 square foot) tract of land, out of and situated in the Massillon Farley Survey, Section No. 25, Abstract No. 238, and the James Hickman Survey No. 24, Abstract No. 291, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 47**).

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.

CONTROL OF ACCESS: Access on and off Grantor's remaining property to and from the proposed roadway facility of Grantee from the abutting remainder property shall be permitted except to the extent that such access is expressly prohibited by the provisions and in the locations of the designated Control of Access Line ("COA") set out in Exhibit "A". Grantor acknowledges that such access on and off the County roadway facility is subject to regulation as may be determined by Grantee, its successors and assigns to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

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 Southeast Loop/East Wilco Highway.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 22 day of Sept., 2023.

[signature page follows]

GRANTOR:

BIGSKY CAPITAL, LTD.

By: BigSky Capital GP, LLC, its General Partner

By: _____

Name: Clayton Walther

Its: Member Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 22 day of September, 2023 by Clayton Walther, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ELLEN E. SCHNEIDER
Notary Public, State of Texas
Comm. Expires 05-26-2024
Notary ID 132493283

GRANTOR:

CLARENDOR CAPITAL, LTD.

By: Clarendor Capital GP, LLC, its General Partner

By: Sharon Morris

Name: Sharon Morris

Its: Member Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 22 day of September, 2023 by Sharon Morris, in the capacity and for the purposes and consideration recited therein.

Ellen E. Schneider
Notary Public, State of Texas

ELLEN E. SCHNEIDER
Notary Public, State of Texas
Comm. Expires 05-26-2024
Notary ID 132493283

GRANTOR:

SPARROW FIELDS PROPERTIES, LTD.

By: Sparrow Fields Properties GP, LLC, its General Partner

By: Debra Foster

Name: Debra Foster

Its: Member Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 22 day of September, 2023 by Debra Foster, in the capacity and for the purposes and consideration recited therein.

ELLEN E. SCHNEIDER
Notary Public, State of Texas
Comm. Expires 05-26-2024
Notary ID 132493283

Ellen E Schneider
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 "D"

Parcel 47TCE

GRADING TEMPORARY CONSTRUCTION EASEMENT
Southeast Loop (Segment 2)

KNOW ALL PERSONS BY THESE PRESENTS:

That **BIGSKY CAPITAL, LTD., CLARENDOR CAPITAL, LTD., AND SPARROW FIELDS PROPERTIES, LTD.** (hereafter referred to as "Grantor"), whether one or more, in consideration of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to **WILLIAMSON COUNTY, TEXAS**, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction easement for the purpose of installing, removing, shaping, constructing and/or reconstructing earthen, vegetative or related materials for side slope and lateral support surface grading, erosion control, and revegetation adjacent to the proposed roadway facilities and appurtenances and improvements within the adjacent right of way owned or possessed by Grantee ("Project"), in, along, upon and across the property described in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement. The construction, reconstruction and/or removal of any material or other improvements or modifications on the Property shall be in the location of, subject to, and shall substantially comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached hereto as Exhibit "B" and incorporated herein.

The parties agree further as follows:

Following completion of work within the temporary construction easement area Property, Grantee shall at its expense and within ninety (90) days of completion of the work restore any portion of the Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically erosion control, landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed immediately previous to Grantee's entry upon the Property, or otherwise in compliance with the specifications as set out on the plans in Exhibit "B" or other applicable Williamson County Project manual erosion control or vegetative replacement requirements, taking into consideration the use and purposes to which the Property is to be put.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and improvements constructed within the easement area, if any, shall fully revert to Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the earlier of (a) the expiration of thirty-six (36) months after the date of written Notice to Proceed to Grantee's contractors to begin construction of the Project, (b) on the date of completion of construction of the Project, or (c) on December 31, 2027.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable driveway or other ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee to do so in advance.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective the 22 day of September, 2023.

[signature page follows]

GRANTOR:

BIGSKY CAPITAL, LTD.

By: BigSky Capital GP, LLC, its General Partner

By: _____

Name: Clayton Walther

Its: Member Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 22 day of Sept., 2023 by Clayton Walther, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

ELLEN E. SCHNEIDER
Notary Public, State of Texas
Comm. Expires 05-26-2024
Notary ID 132493283

GRANTOR:

CLARENDOR CAPITAL, LTD.

By: Clarendor Capital GP, LLC, its General Partner

By: Sharon Morris

Name: Sharon Morris

Its: Member Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 22 day of Sept., 2023 by Sharon Morris, in the capacity and for the purposes and consideration recited therein.

Ellen E Schneider
Notary Public, State of Texas

ELLEN E. SCHNEIDER
Notary Public, State of Texas
Comm. Expires 05-26-2024
Notary ID 132493283

GRANTOR:

SPARROW FIELDS PROPERTIES, LTD.

By: Sparrow Fields Properties GP, LLC, its General Partner

By: Debra Foster

Name: Debra Foster

Its: Member Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 22 day of Sept., 2023 by Debra Foster, in the capacity and for the purposes and consideration recited therein.

Ellen E Schneider
Notary Public, State of Texas

ELLEN E. SCHNEIDER
Notary Public, State of Texas
Comm. Expires 05-26-2024
Notary ID 132493283

ACCEPTED AND AGREED BY GRANTEE:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Acknowledgment

State of Texas §
§
County of Williamson §

This instrument was acknowledged before me on _____ by Bill Gravell, Jr., Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
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 "B" TO TCE (Page 1 of 4)

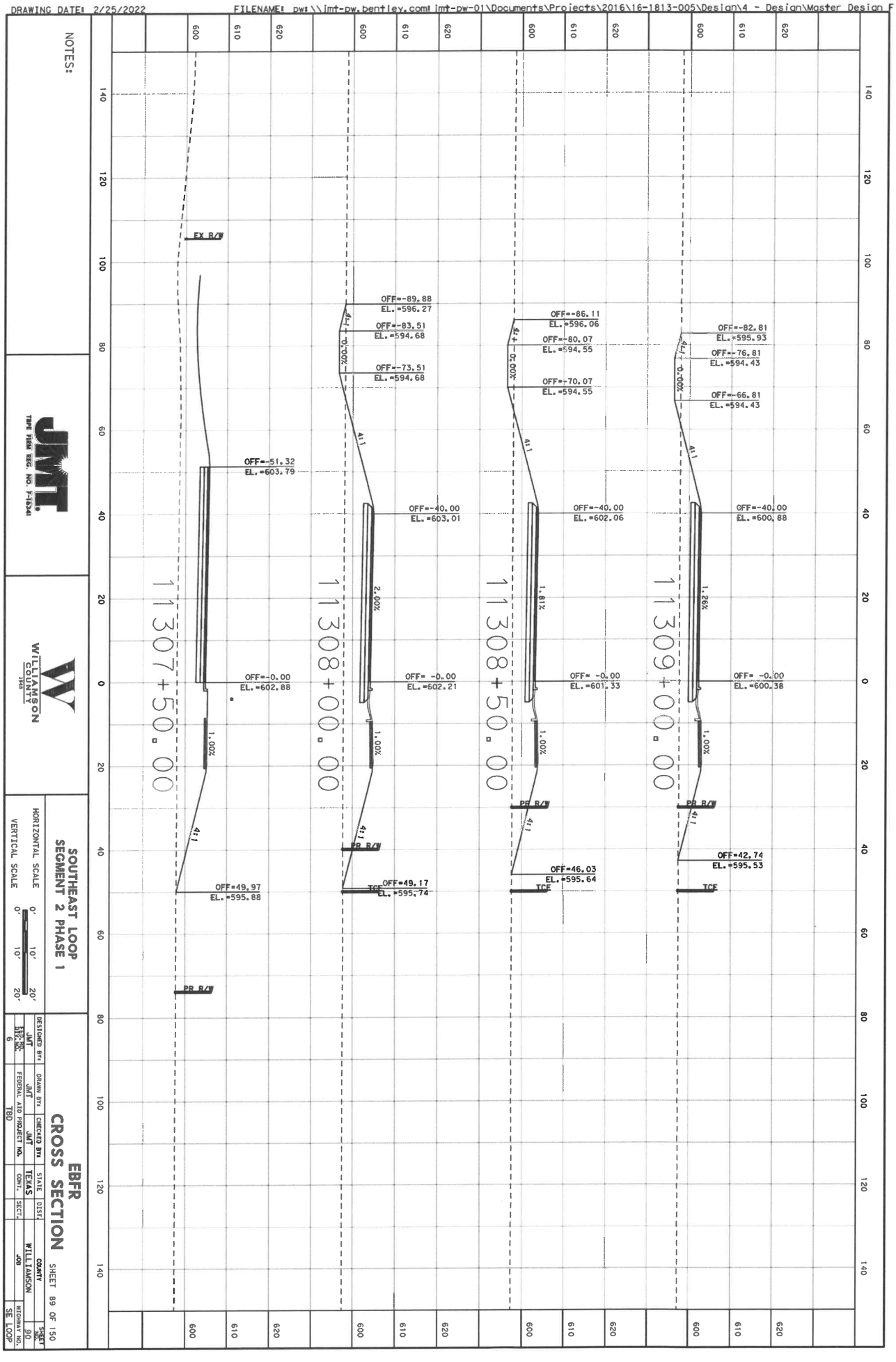


EXHIBIT "B" TO TCE (Page 2 of 4)

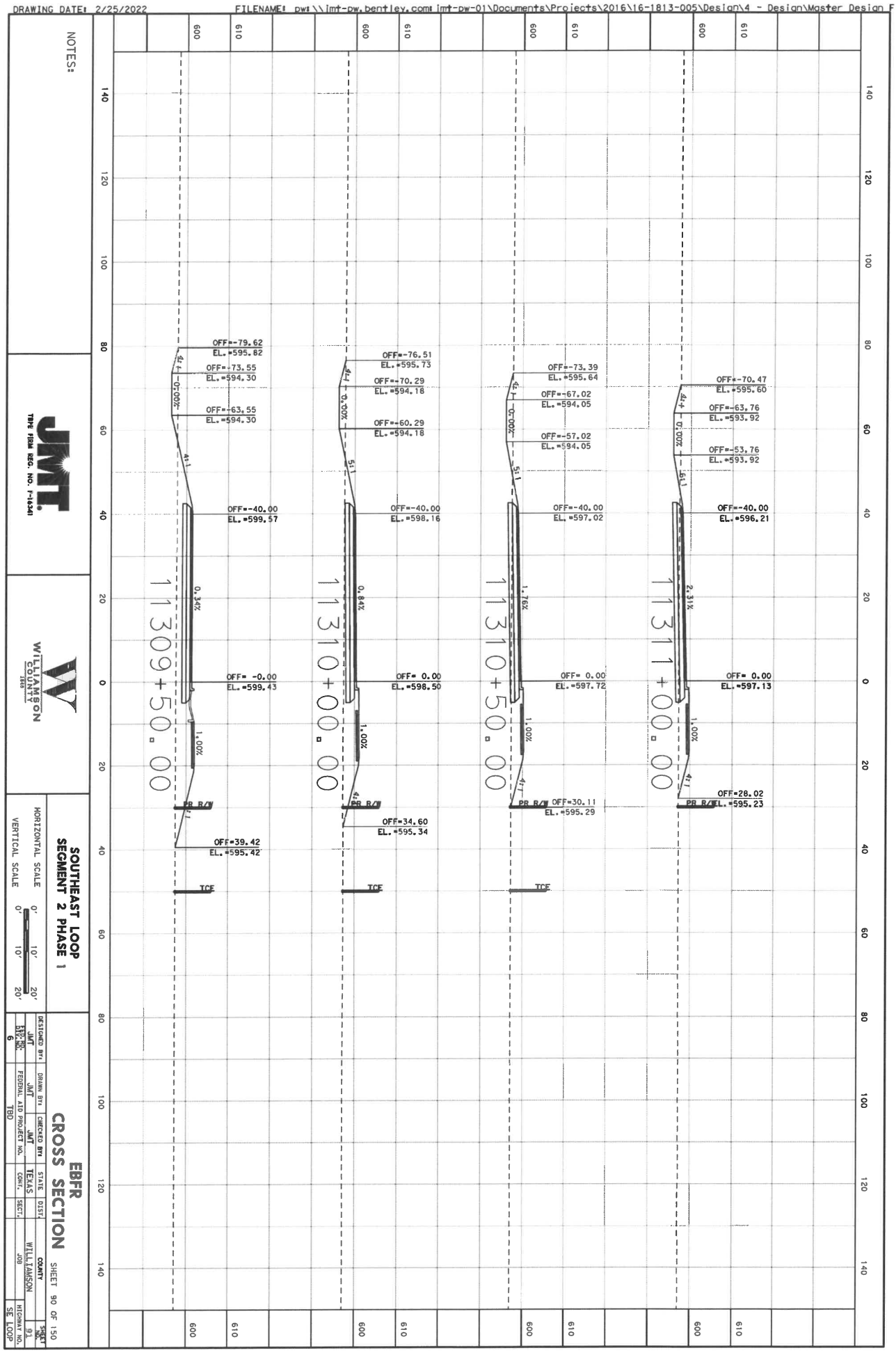


EXHIBIT "B" TO TCE (Page 3 of 4)

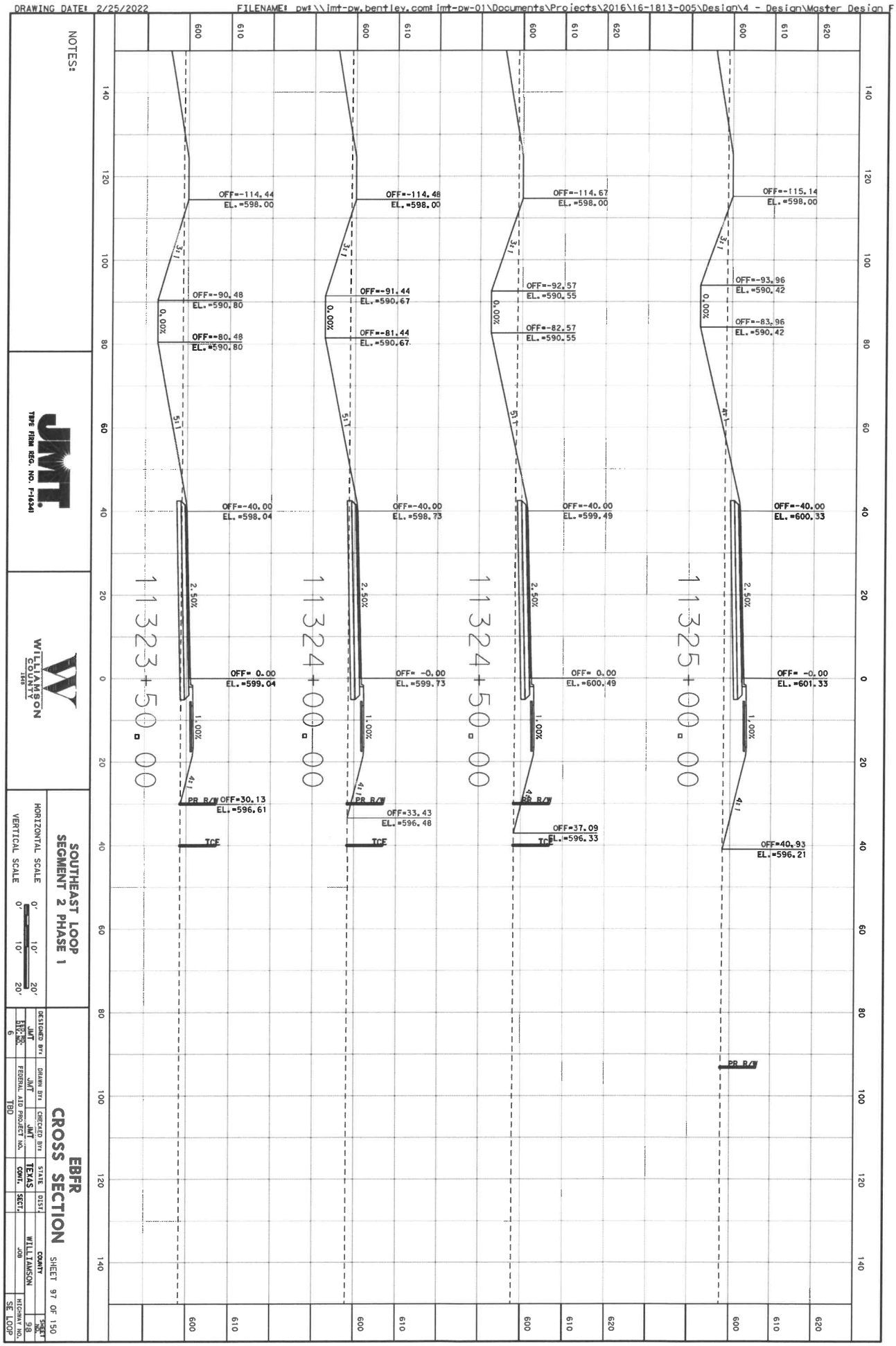
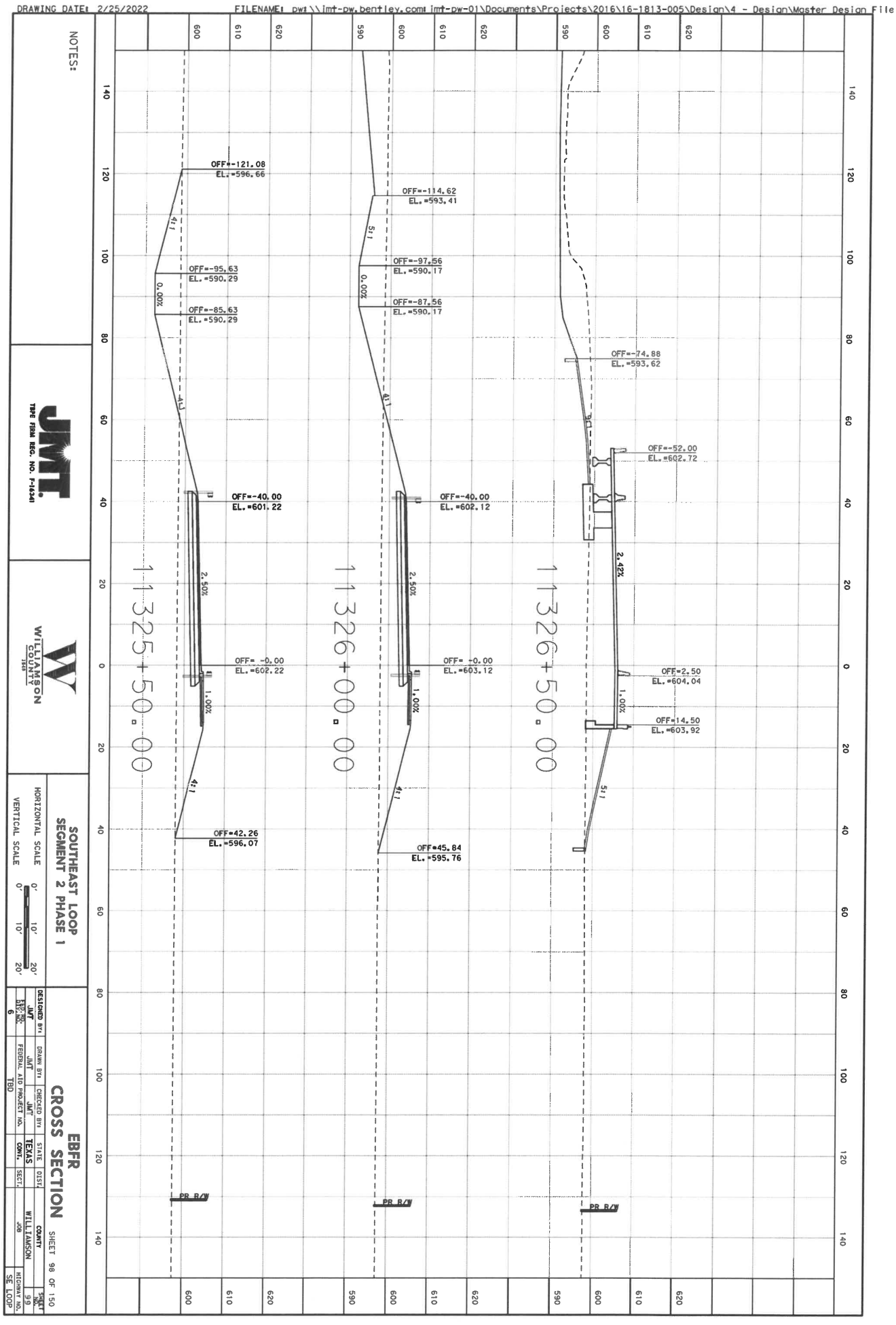
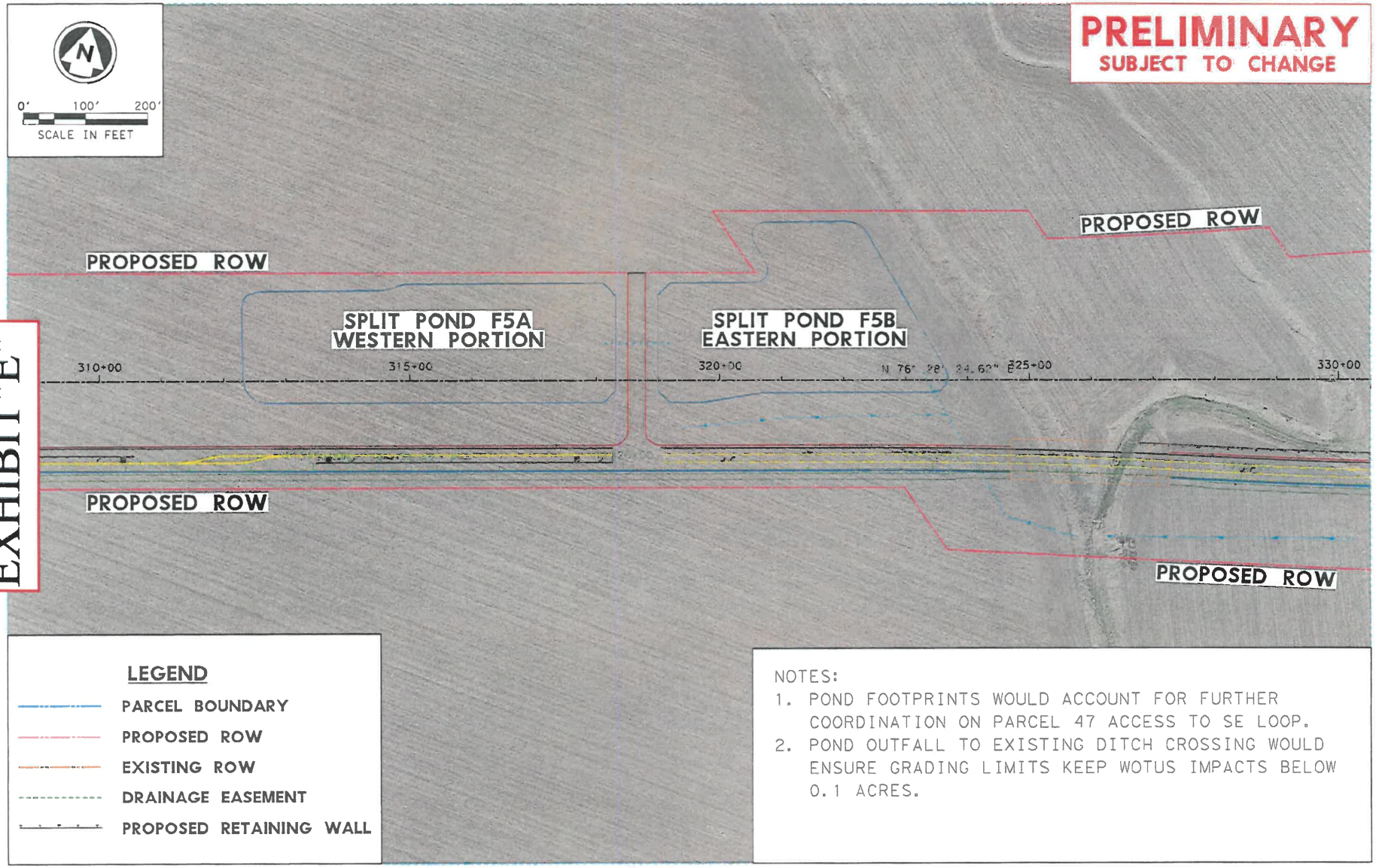


EXHIBIT "B" TO TCE (Page 4 of 4)





WILLIAMSON COUNTY 1848

JMT TBPE FIRM REG. NO. F-16341

SE LOOP SEGMENT 2 PHASE 1 DETENTION POND EXHIBITS DETENTION PONDS F5A-B

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES
JMT TBPE FIRM REG. NO. F-16341
ENGINEER: RYAN G. FRIESENHAHN
P.E. NO.: 127743 DATE: 6/14/2023

Commissioners Court - Regular Session **54.**

Meeting Date: 10/17/2023

Conditional Roadway Acceptance 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 conditional roadway acceptance agreement with DR Horton for the Bar W Ranch Phase 7 subdivision.

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	10/12/2023 11:31 AM
Form Started By: Charlie Crossfield		Started On: 10/12/2023 11:23 AM
Final Approval Date: 10/12/2023		

Commissioners Court - Regular Session **55.**

Meeting Date: 10/17/2023

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 11.327 acres of right of way, 0.005 acres for a drainage easement, and a 3.091 acre electric easement required for the construction of Hero way/RM 2243. Edward A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust, and John A. Kirkpatrick, as Successor Co-Trustee of the Albert R. Champion Exemption Equivalent Trust, and as Independent Executor of the Estate of Emogene M. Champion, Deceased/ Parcel 314/314D/314E 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	10/12/2023 10:24 AM
Form Started By: Charlie Crossfield		Started On: 10/11/2023 07:26 PM
Final Approval Date: 10/12/2023		

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 11.327 acres (Parcel 314), 3.091 acres for an electric easement (Parcel 314E) and 0.005 acres for a drainage easement (Parcel 314D), described by metes and bounds in Exhibits "A- C", owned by **EDWARD A. KIRKPATRICK AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST, AND JOHN A KIRKPATRICK AS SUCCESSOR CO-TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST AND AS INDEPENDENT EXECUTOR OF THE ESTATE OF EMOGENE M. CHAMPION, DECEASED,** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A-C" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent

domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 314
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 314

METES & BOUNDS DESCRIPTION FOR A 11.327 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 101 ACRE TRACT OF LAND AS CONVEYED TO EMOGENE M. CHAMPION, AS TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST BY EXECUTRIX'S SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2008083902 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 11.327 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at an "X" chiseled in concrete 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 record found) and the east right-of-way line of County Road 270 (width varies) (no deed of record found), at the southwest corner of the above described Champion Tract, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said County Road 270, bears S 77°41'32" W a distance of 44.54 feet;

THENCE, with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 17°45'49" W a distance of 95.99 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found for an angle point;

THENCE, generally along a fence, continuing with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 21°08'22" W a distance of 303.11 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,232.05, E: 3,083,112.72) set for the beginning of a non-tangent curve to the right and the northwest corner of the herein described tract, 182.02 feet left of FM 2243 baseline station 119+00.72;

THENCE, departing the east right-of-way line of said County Road 270, over and across said Champion Tract, along said curve to the right, an arc distance of 9.53 feet, having a radius of 4,347.00 feet, a central angle of 00°07'32" and a chord which bears N 68°13'17" E a distance of 9.53 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 182.74 feet left of FM 2243 baseline station 119+10.100;

THENCE, continuing over and across said Champion Tract, N 20°31'38" W a distance of 8.27 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for the beginning of a non-tangent curve to the right and an exterior corner of the herein described tract, 191.00 feet left of FM 2243 baseline station 119+09.66;

THENCE, continuing over and across said Champion Tract, along said curve to the right, an arc distance of 503.92 feet, having a radius of 4,347.00 feet, a central angle of 06°38'31" and a chord which bears N 71°36'18" E a distance of 503.64 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for an exterior corner of the herein described tract, 208.41 feet left of FM 2243 baseline station 124+05.99;

THENCE, continuing over and across said Champion Tract, S 15°05'03" E a distance of 8.23 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for the beginning of a non-tangent curve to the right and an interior corner of the herein described tract, 200.18 feet left of FM 2243 baseline station 124+05.95;

THENCE, continuing over and across said Champion Tract, along said curve to the right, an arc distance of 34.69 feet, having a radius of 4,347.00 feet, a central angle of 00°27'26" and a chord which bears N 75°08'40" E a distance of 34.69 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for a point of tangency, 199.89 feet left of FM 2243 baseline station 124+40.16;

THENCE, continuing over and across said Champion Tract, N 75°22'23" E a distance of 841.18 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set on the east line of said Champion Tract and the west line of a called 41.56 acre tract of land as conveyed to Hero Way Capital, LLC. by Special Warranty Deed with Vendor’s Lien recorded in Document Number 2021121563 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 199.00 feet left of FM 2243 baseline station 132+79.11, from which a 1/2-inch iron rod found on the east line of said Champion Tract and the west line of said Hero Way Capital Tract, bears N 21°28'57" W a distance of 281.89 feet;

THENCE, with the east line of said Champion Tract and the west line of said Hero Way Capital Tract, S 21°28'57" E, pass a found 5/8-inch iron rod with cap stamped “SAM LLC” at a distance of 176.09 feet, and continuing on for a total distance of 263.71 feet to a 5/8-inch iron rod with cap stamped “SAM INC” found on the north right-of-way line of said Hero Way, at the most easterly southeast corner of said Champion Tract and the southwest corner of said Hero Way Capital Tract, for the most easterly southeast 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, bears N 68°45'55" E a distance of 86.85 feet;

THENCE, generally along a fence, with the north right-of-way line of said Hero Way and the south line of said Champion Tract, S 68°45'55" W a distance of 7.74 feet to a calculated point at a fence corner for an interior of the herein described tract;

THENCE, generally along a fence, continuing with the north right-of-way line of said Hero Way and the south line of said Champion Tract, S 03°53'32" W a distance of 18.25 feet to a calculated point at a fence corner, and at the most southerly southeast corner of said Champion Tract, for the most southerly southeast corner of the herein described tract;

THENCE, generally along a fence, continuing with the north right-of-way line of said Hero Way and the south line of said Champion Tract, S 66°13'26" W a distance of 26.02 feet to a gate post found for an angle point;

THENCE, generally along a fence, continuing with the north right-of-way line of said Hero Way and the south line of said Champion Tract, S 68°55'01" W a distance of 488.01 feet to a gate post found for an angle point;

THENCE, generally along a fence, continuing with the north right-of-way line of said Hero Way and the south line of said Champion Tract, 69°12'16" W a distance of 859.84 feet to the **POINT OF BEGINNING** and containing 11.327 acres (493,401 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.

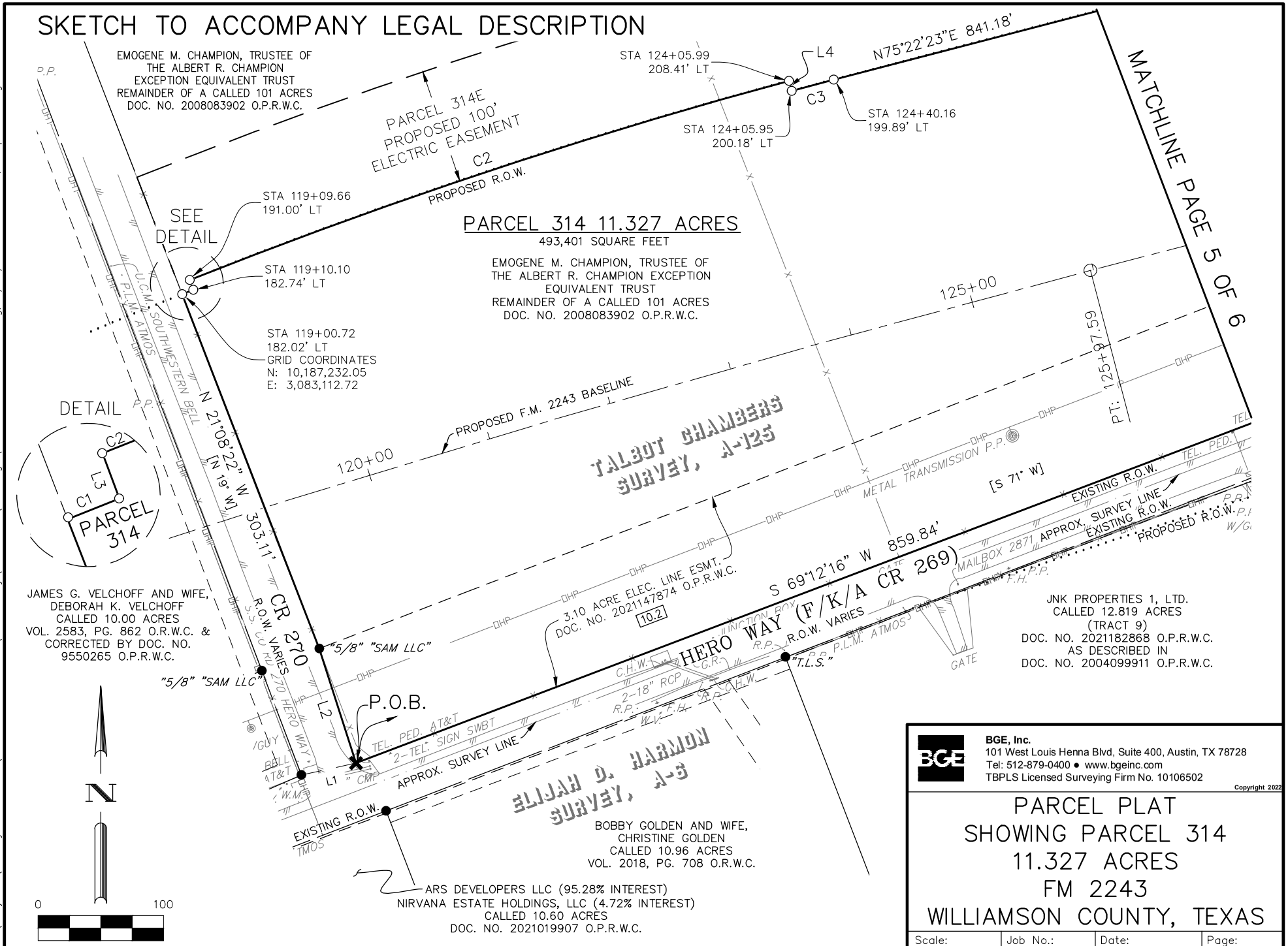


08/16/2022
Date

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 16, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
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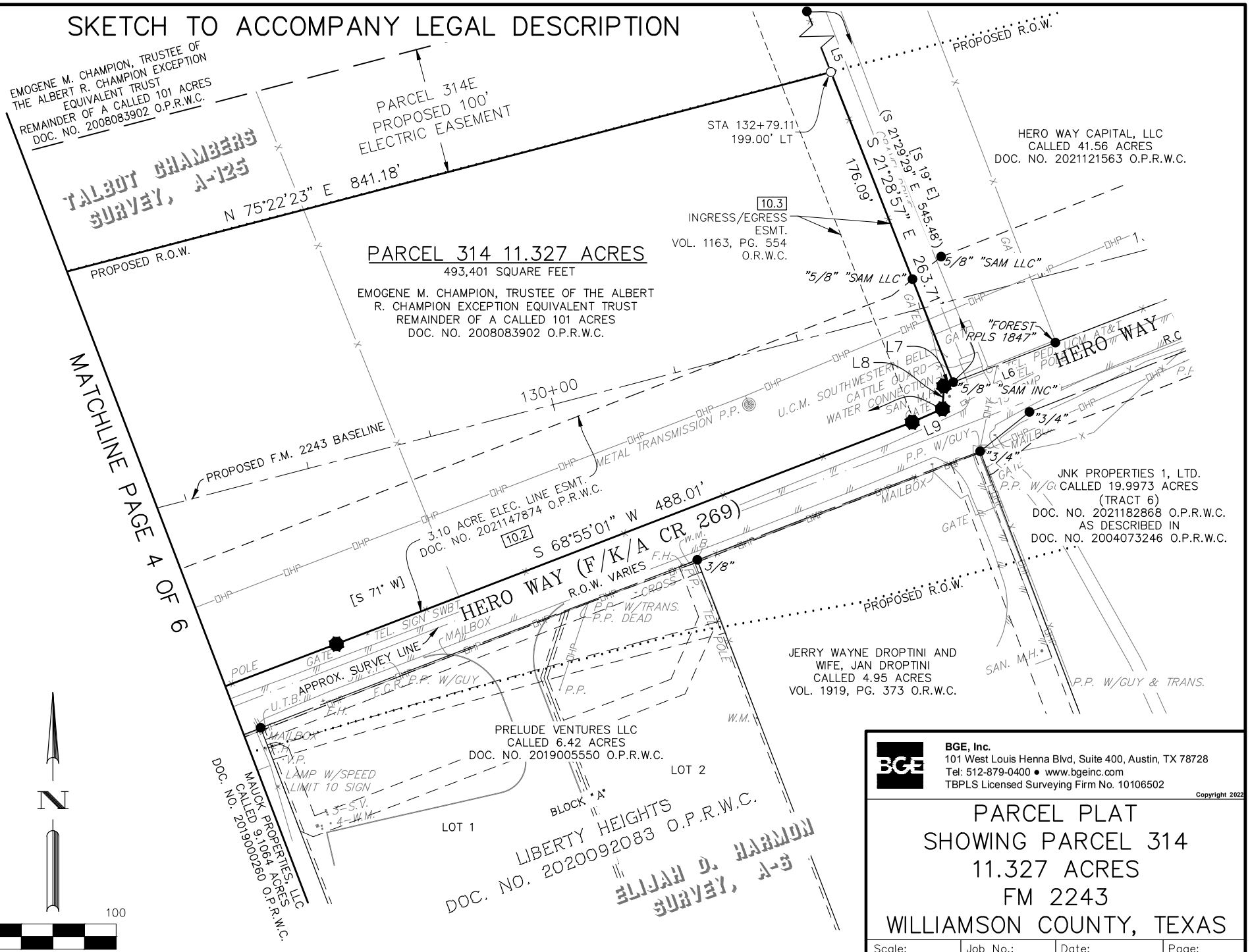
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PARCEL PLAT
SHOWING PARCEL 314
11.327 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	4 of 7

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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LEGEND

B.	BOLLARD
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.P.	GATE POST
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
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
T.L.S.	TRAFFIC LIGHT SUPPORT
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 2008083902 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
✖	FOUND "X" CHISELED IN CONCRETE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
⬢	FENCE CORNER/GATE POST
—X—	WIRE FENCE
—○—	METAL FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—///	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 77°41'32" W	44.54'
L2	N 17°45'49" W	95.99'
L3	N 20°31'38" W	8.27'
L4	S 15°05'03" E	8.23'
L5	N 21°28'57" W	281.89'
L6	N 68°45'55" E	86.85'
L7	S 68°45'55" W	7.74'
L8	S 03°53'32" W	18.25'
L9	S 66°13'26" W	26.02'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	9.53'	4,347.00'	0°07'32"	N 68°13'17" E	9.53'
C2	503.92'	4,347.00'	6°38'31"	N 71°36'18" E	503.64'
C3	34.69'	4,347.00'	0°27'26"	N 75°08'40" E	34.69'

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PARCEL PLAT
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11.327 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	6 of 7

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T–164929, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 AN ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2021147874, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN INGRESS/EGRESS EASEMENT AS DESCRIBED IN VOLUME 1163, PAGE 554, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WATER RIGHT AGREEMENT OF RECORD IN VOLUME 1346, PAGE 585, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083085, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058231, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. FURTHER AFFECTED BY ADDENDUM TO THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2016058230, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

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

08/16/2022

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
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TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 314
11.327 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473–00	08/16/2022	7 of 7

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EXHIBIT B

County: Williamson
Parcel: 314E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 314E

METES & BOUNDS DESCRIPTION FOR A 3.091 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 101 ACRE TRACT OF LAND AS CONVEYED TO EMOGENE M. CHAMPION, AS TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST BY EXECUTRIX'S SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2008083902 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.091 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 an "X" chiseled in concrete 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 record found) and the east right-of-way line of County Road 270 (width varies) (no deed of record found), at the southwest corner of the above described Champion Tract, from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said County Road 270, bears S 77°41'32" W a distance of 44.54 feet; Thence, with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 17°45'49" W a distance of 95.99 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" found for an angle point; Thence, generally along a fence, continuing with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 21°08'22" W a distance of 303.11 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,232.05, E: 3,083,112.72) set for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, generally along a fence, continuing with the east right-of-way line of said County Road 270 and the west line of said Champion Tract, N 21°08'22" W a distance of 100.01 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the beginning of a non-tangent curve to the right and the northwest corner of the herein described tract, 281.82 feet left of FM 2243 baseline station 118+94.42;

THENCE, departing the east right-of-way line of said County Road 270, over and across said Champion Tract, along said curve to the right, an arc distance of 558.73 feet, having a radius of 4,447.00 feet, a central angle of 07°11'56" and a chord which bears N 71°46'25" E a distance of 558.36 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of tangency, 299.88 feet left of FM 2243 baseline station 124+41.25;

THENCE, continuing over and across said Champion Tract, N 75°22'23" E a distance of 829.16 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set on the east line of said Champion Tract and the west line of a called 41.56 acre tract of land as conveyed to Hero Way Capital, LLC by Special Warranty Deed with Vendor’s Lien recorded in Document Number 2021121563 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 299.00 feet left of FM 2243 baseline station 132+67.09, from which a 1/2-inch iron rod found on the east line of said Champion Tract and the west line of said Hero Way Capital Tract, bears N 21°28'57" W a distance of 181.17 feet;

THENCE, with the east line of said Champion Tract and the west line of said Hero Way Capital Tract, S 21°28'57" E a distance of 100.72 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for the southeast corner of the herein described tract, 199.00 feet left of FM 2243 baseline station 132+79.11, from which a 5/8-inch iron rod with cap stamped “SAM INC” found on the north right-of-way line of said Hero Way, at the most easterly southeast corner of said Champion Tract and the southwest corner of said Hero Way Capital Tract, bears S 21°28'57" E a distance of 263.71 feet;

THENCE, departing the west line of said Hero Way Capital Tract, over and across said Champion Tract, S 75°22'23" W a distance of 841.18 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for a point of curvature of a curve to the left, 199.89 feet left of FM 2243 baseline station 124+40.16;

THENCE, continuing over and across said Champion Tract, along said curve to the left, an arc distance of 34.69 feet, having a radius of 4,347.00 feet, a central angle of 00°27'26" and a chord which bears S 75°08'40" W a distance of 34.69 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for an exterior corner of the herein described tract, 200.18 feet left of FM 2243 baseline station 124+05.95;

THENCE, continuing over and across said Champion Tract, N 15°05'03" W a distance of 8.23 feet set to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” for the beginning of a non-tangent curve to the left and an interior corner of the herein described tract, 208.41 feet left of FM 2243 baseline station 124+05.99;

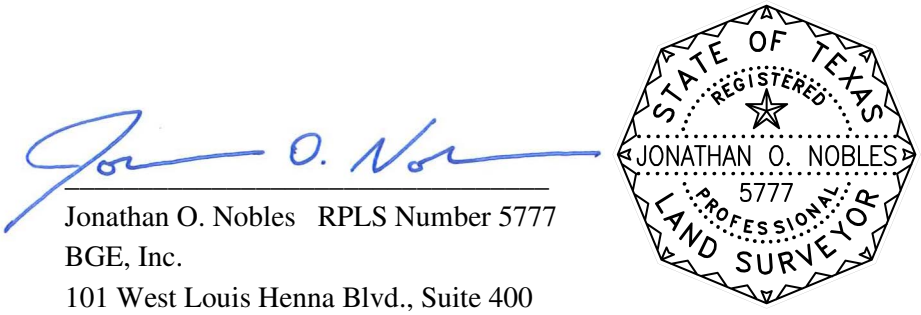
THENCE, continuing over and across said Champion Tract, along said curve to the left, an arc distance of 503.92 feet, having a radius of 4,347.00 feet, a central angle of 06°38'31" and a chord which bears S 71°36'18" W a distance of 503.64 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for an interior corner of the herein described tract, 191.00 feet left of FM 2243 baseline station 119+09.66;

THENCE, continuing over and across said Champion Tract, S 20°31'38" E a distance of 8.27 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for the beginning of a non-tangent curve to the left and an exterior corner of the herein described tract, 182.74 feet left of FM 2243 baseline station 119+10.10;

THENCE, continuing over and across said Champion Tract, along said curve to the left, an arc distance of 9.53 feet, having a radius of 4,347.00 feet, a central angle of 00°07'32" and a chord which bears S 68°13'17" W a distance of 9.53 feet to the **POINT OF BEGINNING** and containing 3.091 acres (134,662 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.



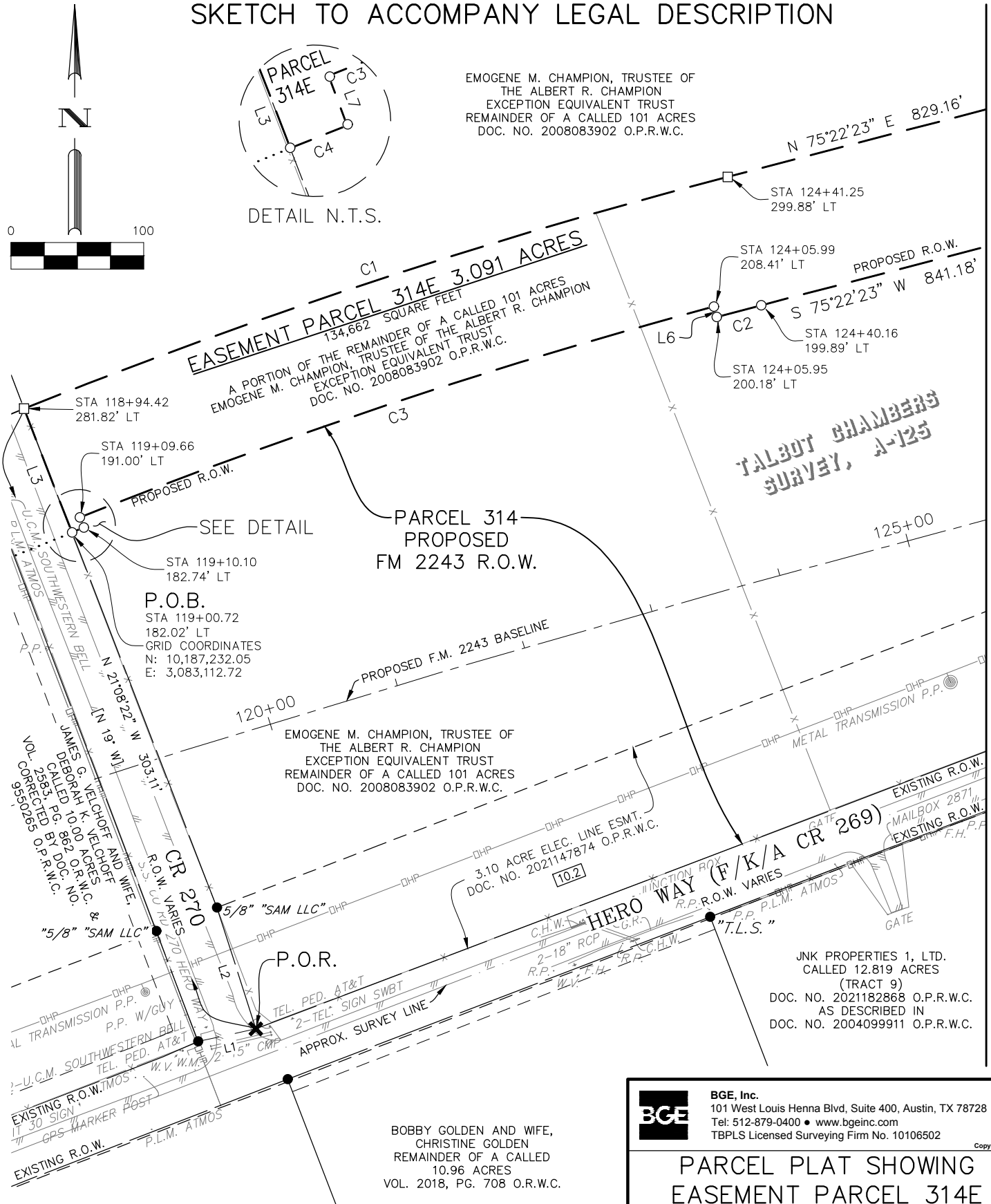
08/16/2022
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
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Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	August 16, 2022
Project Number:	7473-00

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



MATCHLINE PAGE 5 OF 6

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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

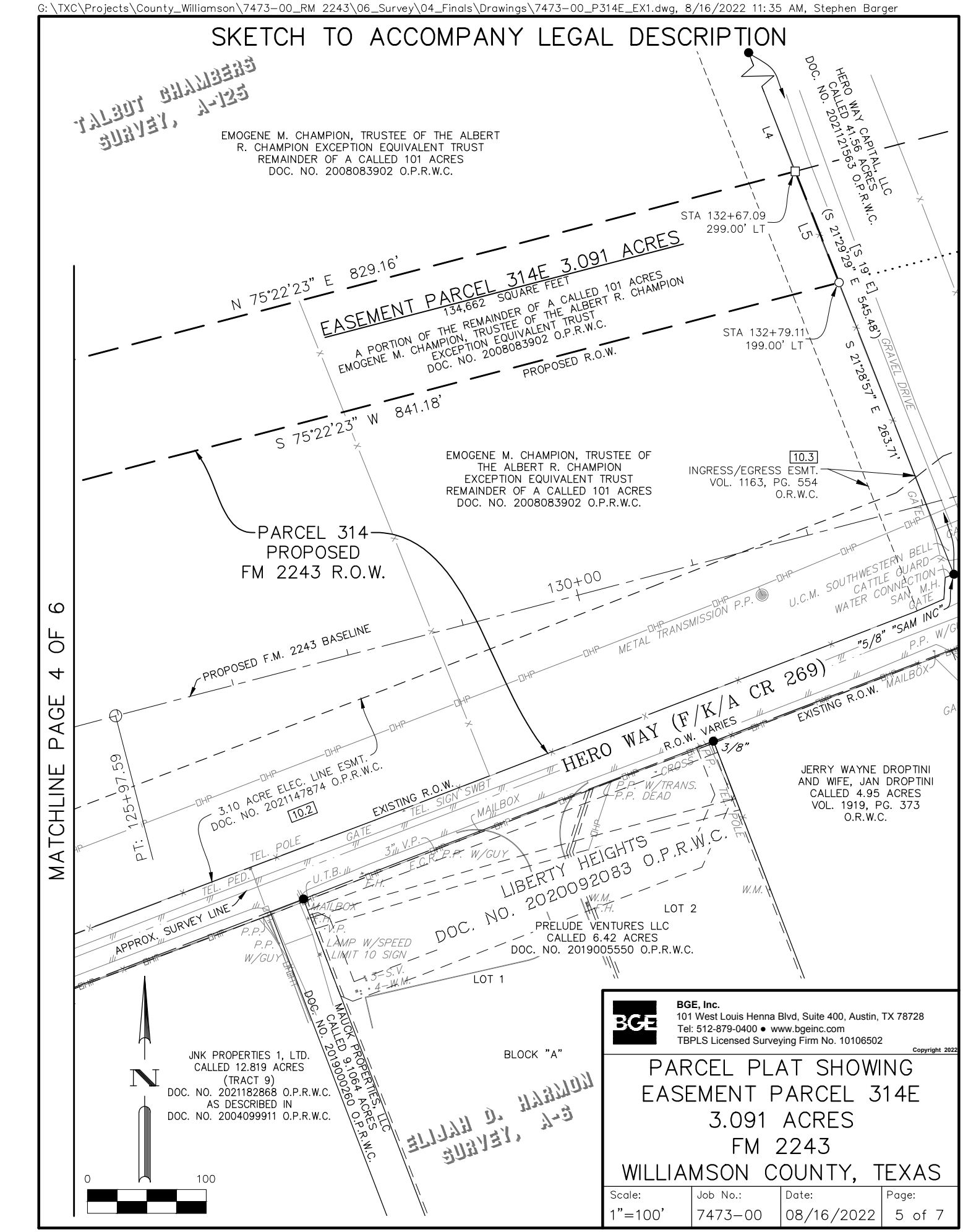
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PARCEL PLAT SHOWING EASEMENT PARCEL 314E 3.091 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	4 of 7

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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PARCEL PLAT SHOWING EASEMENT PARCEL 314E 3.091 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	5 of 7

LEGEND

B.	BOLLARD
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CMP	CORRUGATED METAL PIPE
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ELEC.	ELECTRIC
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F.H.	FIRE HYDRANT
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PG.	PAGE
P.L.M.	PIPELINE MARKER
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U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 2008083902 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
✖	FOUND "X" CHISELED IN CONCRETE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
——X——	WIRE FENCE
——⊙——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 77°41'32" E	44.54'
L2	N 17°45'49" W	95.99'
L3	N 21°08'22" W	100.01'
L4	N 21°28'57" W	181.17'
L5	S 21°28'57" E	100.72'
L6	N 15°05'03" W	8.23'
L7	S 20°31'38" E	8.27'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	558.73'	4,447.00'	7°11'56"	N 71°46'25" E	558.36'
C2	34.69'	4,347.00'	0°27'26"	S 75°08'40" W	34.69'
C3	503.92'	4,347.00'	6°38'31"	S 71°36'18" W	503.64'
C4	9.53'	4,347.00'	0°07'32"	S 68°13'17" W	9.53'

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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 314E
3.091 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	6 of 7

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-164929, DATED EFFECTIVE JULY 1, 2022 AND ISSUED ON JULY 12, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

10.2 AN ELECTRIC TRANSMISSION LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2021147874, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 AN INGRESS/EGRESS EASEMENT AS DESCRIBED IN VOLUME 1163, PAGE 554, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN WATER RIGHT AGREEMENT OF RECORD IN VOLUME 1346, PAGE 585, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083085, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058231, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. FURTHER AFFECTED BY ADDENDUM TO THE DEVELOPMENT AGREEMENT RECORDED IN DOCUMENT NO. 2016058230, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

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

08/16/2022

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
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PARCEL PLAT SHOWING EASEMENT PARCEL 314E 3.091 ACRES FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	7 of 7

EXHIBIT C

County: Williamson
Parcel: 314D
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 314D

METES & BOUNDS DESCRIPTION FOR A 0.005 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 101 ACRE TRACT OF LAND AS CONVEYED TO EMOGENE M. CHAMPION, AS TRUSTEE OF THE ALBERT R. CHAMPION EXEMPTION EQUIVALENT TRUST BY EXECUTRIX'S SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2008083902 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.005 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 an "X" chiseled in concrete 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 record found) and the east right-of-way line of County Road 270 (width varies) (no deed of record found), at the southwest corner of the above described Champion Tract, from which a 1/2-inch iron rod found at the intersection of the north right-of-way line of said Hero Way and the west right-of-way line of said County Road 270, bears S 77°41'32" W a distance of 44.54 feet; Thence, over and across said Champion Tract, N 09°33'37" E a distance of 469.58 feet to a calculated point (NAD-83, Central Zone Grid Coordinates: N: 10,187,320.98, E: 3,083,329.29) for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 203.78 feet left of FM 2243 baseline station 121+30.70;

THENCE, continuing over and across said Champion Tract, N 18°33'46" W a distance of 6.73 feet to a calculated point at the beginning of a non-tangent curve to the right, for the northwest corner of the herein described tract;

THENCE, continuing over and across said Champion Tract, along said curve to the right, an arc distance of 30.00 feet, having a radius of 4,362.00 feet, a central angle of 00°23'39" and a chord which bears N 71°26'14" E a distance of 30.00 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, continuing over and across said Champion Tract, S 18°33'46" E a distance of 6.73 feet to a calculated point at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract, 204.88 feet left of FM 2243 baseline station 121+60.25;

THENCE, continuing over and across said Champion Tract, along said curve to the left, an arc distance of 30.00 feet, having a radius of 4,347.00 feet, a central angle of 00°23'44" and a chord which bears S 71°26'28" W a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.005 acre (202 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.



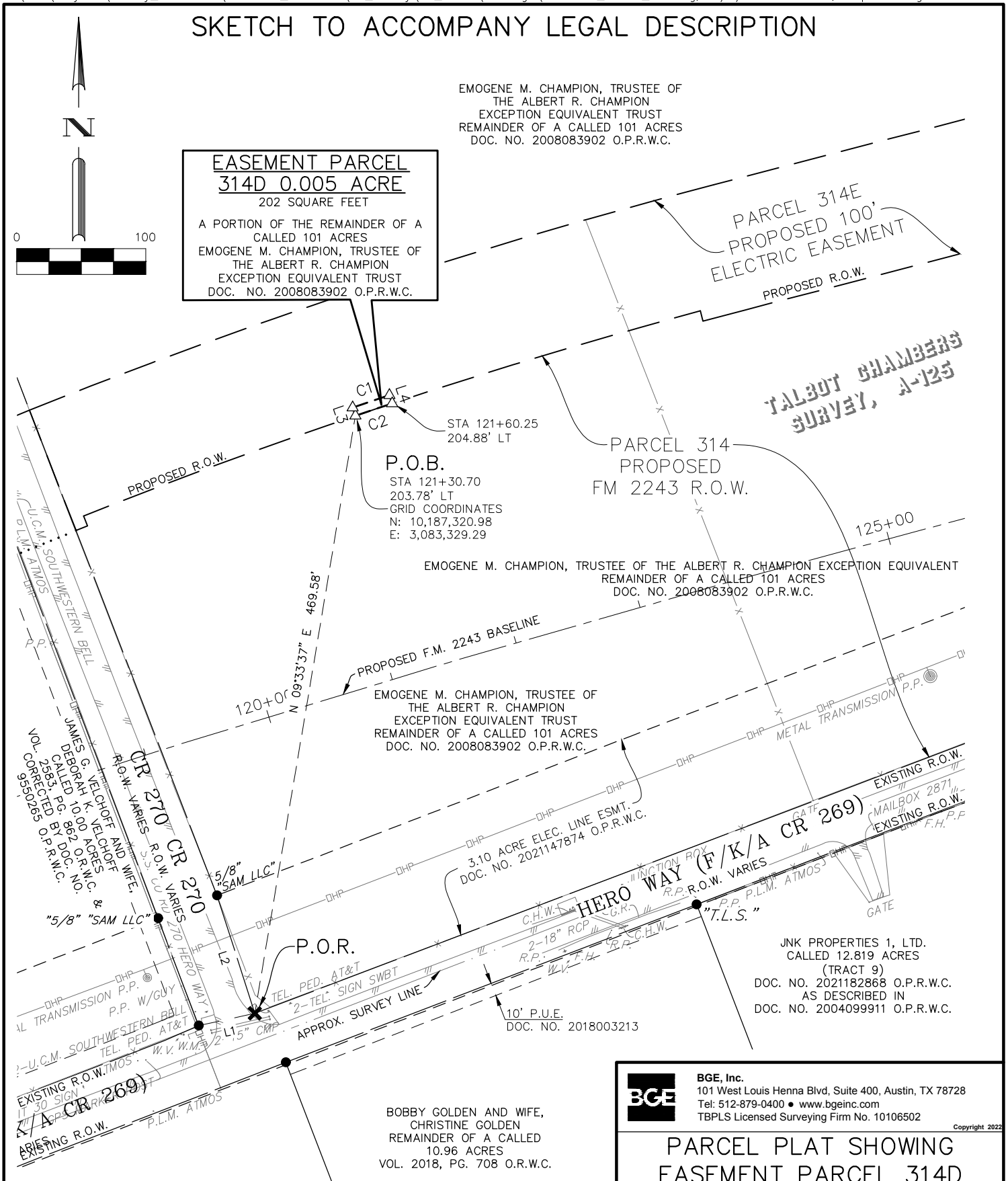
10/04/2022
Date

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:	October 4, 2022
Project Number:	7473-00

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P314D_EX1.dwg, 10/4/2022 9:53 AM, Stephen Barger

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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PARCEL PLAT SHOWING
EASEMENT PARCEL 314D
0.005 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/04/2022	3 of 4

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 77°41'32" W	44.54'
L2	N 17°45'49" W	95.99'
L3	N 18°33'46" W	6.73'
L4	S 18°33'46" E	6.73'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	30.00'	4,362.00'	0°23'39"	N 71°26'14" E	30.00'
C2	30.00'	4,347.00'	0°23'44"	S 71°26'28" W	30.00'

LEGEND

B.	BOLLARD
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.P.	GATE POST
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
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
S.S.	STOP SIGN
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
T.L.S.	TRAFFIC LIGHT SUPPORT
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 2008083902 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
✖	FOUND "X" CHISELED IN CONCRETE
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
——X——	WIRE FENCE
——○——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——/// ——	EDGE OF ASPHALT

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PARCEL PLAT SHOWING
EASEMENT PARCEL 314D
0.005 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/04/2022	4 of 4

Commissioners Court - Regular Session **56.**

Meeting Date: 10/17/2023

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.801 acres of right of way and 1.154 acres for an electric easement required for the construction of Hero Way/RM 2243. Hero Way Capital, LLC/ Parcel 320/320E 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	10/12/2023 10:27 AM
Form Started By: Charlie Crossfield		Started On: 10/11/2023 07:38 PM
Final Approval Date: 10/12/2023		

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 public safety, facilitate the safety and movement of traffic, and preserve the financial investment of the public in its roadways, public necessity requires the acquisition of fee simple title to that certain tract of land being 2.801 acres (Parcel 320), and 1.154 acres for an electric easement (Parcel 320E), both of which are described by metes and bounds in Exhibits "A & B" which are attached hereto and incorporated herein, and owned by **HERO WAY CAPITAL, LLC** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulfur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulfur 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, 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: 320
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 320

METES & BOUNDS DESCRIPTION FOR A 2.801 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 41.56 ACRE TRACT OF LAND AS CONVEYED TO HERO WAY CAPITAL, LLC. BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021121563 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.801 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southeast corner of the above described Hero Way Capital Tract, and at the southwest corner of a called 4.411 acre tract of land described as Tract III as conveyed to Stella Carter (LE) by Substitute Trustee's Deed recorded in Volume 2059, Page 702 of the Official Records of Williamson County, Texas, affected by Special Warranty Deed (Lady Bird Deed Retaining Enhanced Life Estate) recorded in Document Number 2022028373 of the Official Public Records of Williamson County, Texas, and described in Volume 894, Page 532 of the Deed Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a found 5/8-inch iron rod with cap stamped "SAM Inc" bears S 14°43'02" E a distance of 0.78 feet, and from which a 1/2-inch iron rod found at the southeast corner of said Carter Tract bears N 69°33'50" E a distance of 60.09 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Hero Way Capital Tract, S 68°45'55" W, pass a 1/2-inch iron rod with cap stamped "Forest RPLS 1847" found at a distance of 411.02 feet, and continuing on for a total distance of 497.87 feet to a 5/8-inch iron rod with cap stamped "SAM INC" found on the east line of a called 101 acre tract of land as conveyed to Emogene M. Champion, as trustee of the Albert R. Champion Exception Equivalent Trust by Executrix's Special Warranty Deed recorded in Document Number 2008083902 of the Official Public Records of Williamson County, Texas, at the southwest corner of said Hero Way Capital Tract, for the southwest corner of the herein described tract, from which a 3/4-inch iron rod found on the south right-of-way line of said Hero Way bears S 21°30'12" E a distance of 58.68 feet;

THENCE, with the west line of said Hero Way Capital Tract and the east line of said Champion Tract, N 21°28'57" W a distance of 264.35 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,616.19, E: 3,084,445.78) set for the northwest corner of the herein described tract, 199.64 feet left of FM 2243 baseline station 132+79.03, from which a found 1/2-inch iron rod bears N 21°28'57" W a distance of 281.24 feet;

THENCE, over and across said Hero Way Capital Tract, N 72°01'12" E a distance of 194.21 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for an angle point, 211.00 feet left of FM 2243 baseline station 134+72.91;

THENCE, continuing over and across said Hero Way Capital Tract, N 75°22'23" E a distance of 308.03 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set on the east line of said Hero Way Capital Tract and the west line of said Carter Tract, for the northeast corner of the herein described tract, 211.00 feet left of FM 2243 baseline station 137+80.94, from which a 1/2-inch iron rod with cap stamped “Forest RPLS 1847” found on the line common to said Hero Way Capital Tract and said Carter Tract, bears N 21°00’26” W a distance of 353.07 feet;

THENCE, with the east line of said Hero Way Capital Tract and the west line of said Carter Tract, S 21°00'26" E a distance of 217.88 feet to the **POINT OF BEGINNING** and containing 2.801 acres (122,032 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.

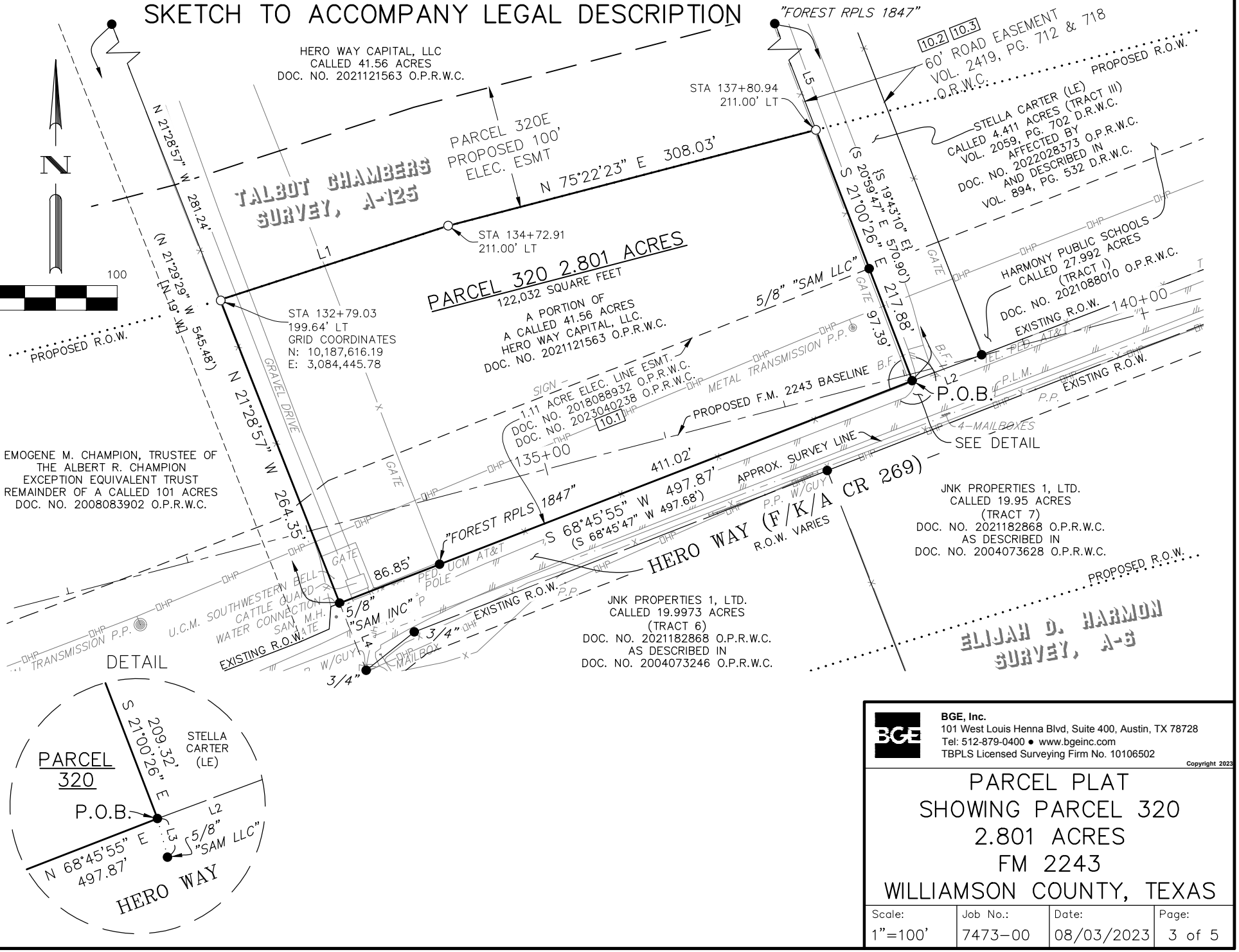


08/03/2023
Date

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:	August 3, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



DETAIL

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

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PARCEL PLAT
SHOWING PARCEL 320
2.801 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	3 of 5

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LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
ELEC.	ELECTRIC
ESMT.	EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
LE	LIFE ESTATE
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
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
TEL.	TELEPHONE
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 2008083902 O.P.R.W.C.
{ }	RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——// ——	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 72°01'12" E	194.21'
L2	N 69°33'50" E	60.09'
L3	S 14°43'02" E	0.78'
L4	S 21°30'12" E	58.68'
L5	N 21°00'26" W	353.07'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 320
2.801 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	4 of 5

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G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P320_EX1.dwg, 8/3/2023 8:07 AM, Stephen Barger

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-157577, DATED EFFECTIVE MAY 22, 2023 AND ISSUED ON MAY 30, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 623, PAGE 86, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 ELECTRIC LINE AND RIGHT-OF-WAY EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, AS DESCRIBED IN DOCUMENT NO. 2018088932, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AMENDED IN DOCUMENT NO. 2023040238 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.2 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN COMMUNITY ROAD MAINTENANCE AGREEMENT OF RECORD IN VOLUME 2419, PAGE 712, AS AMENDED IN VOLUME 2594, PAGE 896, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENT AGREEMENT OF RECORD IN VOLUME 2419, PAGE 718, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (APPURTENANT) DO NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083094, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083095, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT..

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

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

08/03/2023

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
Copyright 2023

PARCEL PLAT
SHOWING PARCEL 320
2.801 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	5 of 5

EXHIBIT B

County: Williamson
Parcel: 320E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 320E

METES & BOUNDS DESCRIPTION FOR A 1.154 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 41.56 ACRE TRACT OF LAND AS CONVEYED TO HERO WAY CAPITAL, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2021121563 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.154 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southeast corner of the above described Hero Way Capital Tract, and at the southwest corner of a called 4.411 acre tract of land described as Tract III as conveyed to Stella Carter (LE) by Substitute Trustee's Deed recorded in Volume 2059, Page 702 of the Official Records of Williamson County, Texas, affected by Special Warranty Deed (Lady Bird Deed Retaining Enhanced Life Estate) recorded in Document Number 2022028373 of the Official Public Records of Williamson County, Texas, and described in Volume 894, Page 532 of the Deed Records of Williamson County, Texas, from which a 5/8-inch iron rod with cap stamped "SAM Inc" found bears S 14°43'02" E a distance of 0.78 feet, and from which a 1/2-inch iron rod found at the southeast corner of said Carter Tract bears N 69°33'50" E a distance of 60.09 feet;
Thence, with the east line of said Hero Way Capital Tract and the west line of said Carter Tract, N 21°00'26" W a distance of 217.88 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,753.90, E: 3,084,928.49) set for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 211.00 feet left of FM 2243 baseline station 137+80.94;

THENCE, over and across said Hero Way Capital Tract, S 75°22'23" W a distance of 308.03 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 211.00 feet left of FM 2243 baseline station 134+72.91;

THENCE, continuing over and across said Hero Way Capital Tract, S 72°01'12" W a distance of 194.21 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said Hero Way Capital Tract and the east line of a called 101 acre tract of land as conveyed to Emogene M. Champion, as trustee of the Albert R. Champion Exception Equivalent Trust by Executrix's Special Warranty Deed recorded in Document Number 2008083902 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 199.64 feet left of FM 2243 baseline station 132+79.03, from which a 5/8-inch iron rod with cap stamped "SAM INC" found on the north right-of-way line of said Hero Way, at the southeast corner of said Hero Way Tract, bears S 21°28'57" E a distance of 264.35 feet;

THENCE, with the west line of said Hero Way Capital Tract and the east line of said Champion Tract, N 21°28'57" W a distance of 100.19 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set for the northwest corner of the herein described tract, 299.11 feet left of FM 2243 baseline station 132+67.07, from which a found 1/2-inch iron rod bears N 21°28’57” W a distance of 181.06 feet;

THENCE, over and across said Hero Way Capital Tract, N 72°01'12" E a distance of 203.26 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set for an angle point, 311.00 feet left of FM 2243 baseline station 134+69.99;

THENCE, continuing over and across said Hero Way Capital Tract, N 75°22'23" E a distance of 299.77 feet to a 1/2-inch iron rod with cap stamped “BGE Inc” set on the east line of said Hero Way Capital Tract and the west line of said Carter Tract, for the northeast corner of the herein described tract, 311.00 feet left of FM 2243 baseline station 137+69.76, from which a 1/2-inch iron rod with cap stamped “Forest RPLS 1847” found on the line common to said Hero Way Capital Tract and said Carter Tract, bears N 21°00’26” W a distance of 252.45 feet;

THENCE, with the east line of said Hero Way Capital Tract and the west line of said Carter Tract, S 21°00'26" E a distance of 100.62 feet to the **POINT OF BEGINNING** and containing 1.154 acres (50,263 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.

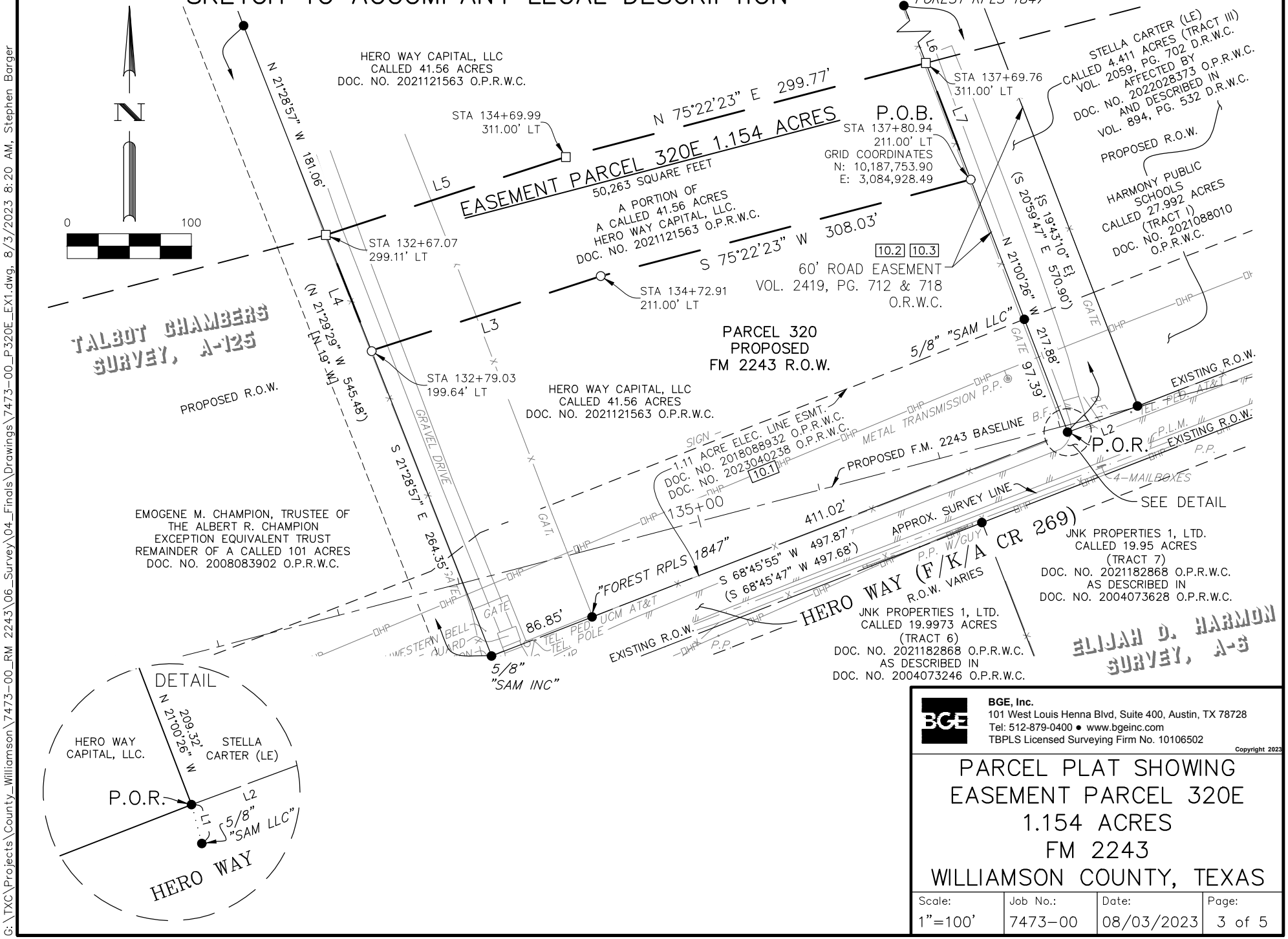


08/03/2023
Date

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:	August 3, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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

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PARCEL PLAT SHOWING
EASEMENT PARCEL 320E
1.154 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	3 of 5

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LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
ELEC.	ELECTRIC
ESMT.	EASEMENT
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
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
PED.	PEDESTAL
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
TEL.	TELEPHONE
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 2008083902 O.P.R.W.C.
{ }	RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT
—x—	WIRE FENCE
—o—	METAL FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—///	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 14°43'02" E	0.78'
L2	N 69°33'50" E	60.09'
L3	S 72°01'12" W	194.21'
L4	N 21°28'57" W	100.19'
L5	N 72°01'12" E	203.26'
L6	N 21°00'26" W	252.45'
L7	S 21°00'26" E	100.62'

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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 320E
1.154 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	4 of 5

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-157577, DATED EFFECTIVE MAY 22, 2023 AND ISSUED ON MAY 30, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 623, PAGE 86, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 ELECTRIC LINE AND RIGHT-OF-WAY EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION, AS DESCRIBED IN DOCUMENT NO. 2018088932, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS AMENDED IN DOCUMENT NO. 2023040238 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.2 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN COMMUNITY ROAD MAINTENANCE AGREEMENT OF RECORD IN VOLUME 2419, PAGE 712, AS AMENDED IN VOLUME 2594, PAGE 896, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENT AGREEMENT OF RECORD IN VOLUME 2419, PAGE 718, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (APPURTENANT) DO NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083094, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE AGREEMENT OF RECORD IN DOCUMENT NO. 2010083095, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

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

08/03/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE, Inc.
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TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 320E
1.154 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/03/2023	5 of 5

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Meeting Date: 10/17/2023

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.286 acres of right of way and 0.138 acres for an electric easement required for the construction of Hero Way/RM 2243. Stella Carter/ Parcel 324/324E. 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	10/12/2023 10:32 AM
Form Started By: Charlie Crossfield		Started On: 10/11/2023 07:44 PM
Final Approval Date: 10/12/2023		

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 public safety, facilitate the safety and movement of traffic, and preserve the financial investment of the public in its roadways, public necessity requires the acquisition of fee simple title to that certain tract of land being 0.286 acres (Parcel 324) and 0.138 acres for an electric easement (Parcel 324E), both of which are described by metes and bounds in Exhibits "A & B" which are attached hereto and incorporated herein, and owned by **STELLA CARTER** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulfur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulfur 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, 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: 324
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 324

METES & BOUNDS DESCRIPTION FOR A 0.286 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 4.411 ACRE TRACT OF LAND DESCRIBED AS TRACT III AS CONVEYED TO STELLA CARTER (LE) BY SUBSTITUTE TRUSTEE'S DEED RECORDED IN VOLUME 2059, PAGE 702 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTED BY SPECIAL WARRANTY DEED (LADY BIRD DEED RETAINING ENHANCED LIFE ESTATE) RECORDED IN DOCUMENT NUMBER 2022028373 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 894, PAGE 532 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.286 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southeast corner of the above described Carter Tract, and at the southwest 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 southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at an angle point in the south line of said Harmony Public School Tract, bears N 68°55'47" E a distance of 300.15 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Carter Tract, S 69°33'50" W a distance of 60.09 feet to a 1/2-inch iron rod found at the southwest corner of said Carter Tract, and at the southeast corner of a called 41.56 acre tract of land as conveyed to Hero Way Capital, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021121563 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a 5/8-inch iron rod with a cap stamped "SAM INC" found on the north right-of-way line of said Hero Way, at the southwest corner of said Hero Way Capital Tract, bears S 68°45'55" W a distance of 497.87 feet, and from which a 5/8-inch iron rod with cap stamped "SAM LLC" found bears, S 14°43'02" E a distance of 0.78 feet;

THENCE, with the west line of said Carter Tract and the east line of said Hero Way Capital Tract, N 21°00'26" W a distance of 209.32 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,745.92, E: 3,084,931.56) set for the northwest corner of the herein described tract, 202.49 feet left of FM 2243 baseline station 137+81.89, from which a 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" found on the line common to said Hero Way Capital Tract and said Carter Tract, bears N 21°00'26" W a distance of 361.63 feet;

THENCE, over and across said Carter Tract, N 73°01'38" E a distance of 60.05 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said Carter Tract and the west line of said Harmony Public Schools Tract, for the northeast corner of the herein described tract, 204.95 feet left of FM 2243 baseline station 138+41.89, from which a 1/2-inch iron rod found on the line common to said Harmony Public Schools Tract and said Carter Tract, bears N 21°03'39" W a distance of 633.74 feet;

THENCE, with the east line of said Carter Tract and the west line of said Harmony Public Schools Tract, S 21°03'39" E a distance of 205.70 feet to the **POINT OF BEGINNING** and containing 0.286 acre (12,449 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.

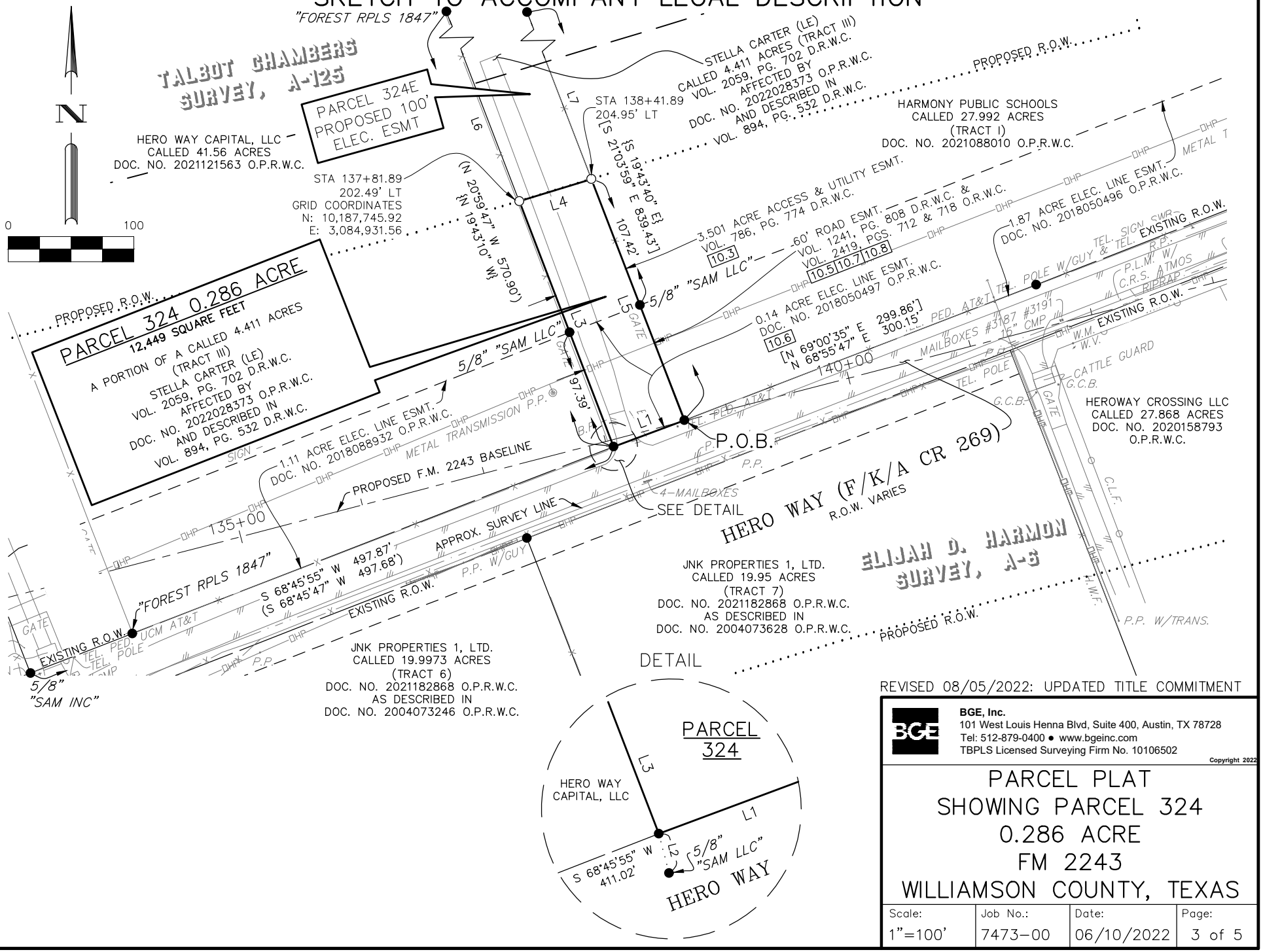


08/05/2022
Date

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:	June 10, 2022
Revised:	August 5, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



DETAIL

REVISED 08/05/2022: UPDATED TITLE COMMITMENT

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

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PARCEL PLAT
SHOWING PARCEL 324
0.286 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/10/2022	3 of 5

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LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.C.B.	GATE CONTROL BOX
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO 2021088010 O.P.R.W.C.
{ }	RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 69°33'50" W	60.09'
L2	S 14°43'02" E	0.78'
L3	N 21°00'26" W	209.32'
L4	N 73°01'38" E	60.05'
L5	S 21°03'39" E	205.70'
L6	N 21°00'26" W	361.63'
L7	N 21°03'39" W	633.74'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L1}	{S 70°07'25" W}	{60.00'}
[L1]	[S 69°31'38" W]	{60.17'}

REVISED 08/05/2022: UPDATED TITLE COMMITMENT

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

Copyright 2022

PARCEL PLAT
SHOWING PARCEL 324
0.286 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/10/2022	4 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P324_EX1.dwg, 8/4/2022 5:20 PM, Stephen Barger

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-158436, DATED EFFECTIVE JUNE 1, 2022 AND ISSUED ON JUNE 13, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 623, PAGE 86, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

10.2 A UTILITIES EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AND PEDERNALES ELECTRIC CO-OP, INC. AS DESCRIBED IN VOLUME 623, PAGE 86 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT BUT CANNOT BE DETERMINED WITH INFORMATION CURRENTLY AVAILABLE.

10.3 AN INGRESS, EGRESS AND UTILITIES EASEMENT AS DESCRIBED IN VOLUME 786, PAGE 774 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.5 AN INGRESS AND EGRESS EASEMENT AS DESCRIBED IN VOLUME 1241, PAGE 808 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.6 AN ELECTRIC LINE AND AERIAL EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018050497 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN COMMUNITY ROAD MAINTENANCE AGREEMENT OF RECORD IN VOLUME 2419, PAGE 712 AND AMENDED IN VOLUME 2594, PAGE 896 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN EASEMENT AGREEMENT OF RECORD IN VOLUME 2419, PAGE 718 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



08/05/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 08/05/2022: UPDATED TITLE COMMITMENT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 324
0.286 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/10/2022	5 of 5

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EXHIBIT B

County: Williamson
Parcel: 324E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 324E

METES & BOUNDS DESCRIPTION FOR A 0.138 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 4.411 ACRE TRACT OF LAND DESCRIBED AS TRACT III AS CONVEYED TO STELLA CARTER (LE) BY SUBSTITUTE TRUSTEE'S DEED RECORDED IN VOLUME 2059, PAGE 702 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTED BY SPECIAL WARRANTY DEED (LADY BIRD DEED RETAINING ENHANCED LIFE ESTATE) RECORDED IN DOCUMENT NUMBER 2022028373 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN VOLUME 894, PAGE 532 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.138 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the southeast corner of the above described Carter Tract, and at the southwest 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, 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 Harmony Public Schools Tract, bears N 68°55'47" E a distance of 300.15 feet, and from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southwest corner of said Carter Tract, and at the southeast corner of a called 41.56 acre tract of land as conveyed to Hero Way Capital, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021121563 of the Official Public Records of Williamson County, Texas, bears N 69°33'50" W a distance of 60.09 feet; Thence, with the east line of said Carter Tract and the west line of said Harmony Public Schools Tract, N 21°03'39" W a distance of 205.70 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,763.44, E: 3,084,988.99) set for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 204.95 feet left of FM 2243 baseline station 138+41.89;

THENCE, over and across said Carter Tract, S 73°01'38" W a distance of 60.05 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the west line of said Carter Tract and the east line of said Hero Way Capital Tract, for the southwest corner of the herein described tract, 202.49 feet left of FM 2243 baseline station 137+81.89;

THENCE, with the west line of said Carter Tract and the east line of said Hero Way Capital Tract, N 21°00'26" W a distance of 100.25 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the northwest corner of the herein described tract, 302.12 feet left of FM 2243 baseline station 137+70.75, from which a 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" found on the line common to said Hero Way Capital Tract and said Carter Tract, bears N 21°00'26" W a distance of 261.38 feet;

THENCE, over and across said Carter Tract, N 73°01'38" E a distance of 59.95 feet to a 1/2-inch iron rod with a cap stamped "BGE Inc" set on the east line of said Carter Tract and the west line of said Harmony Public Schools Tract, for the northeast corner of the herein described tract, 304.58 feet left of FM 2243 baseline station 138+30.65, from which a 1/2-inch iron rod found on the line common to said Harmony Public Schools Tract and said Carter Tract, bears N 21°03'39" W a distance of 533.49 feet;

THENCE, with the east line of said Carter Tract and the west line of said Harmony Public Schools Tract, S 21°03'39" E a distance of 100.26 feet to the **POINT OF BEGINNING** and containing 0.138 acre (6,000 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.



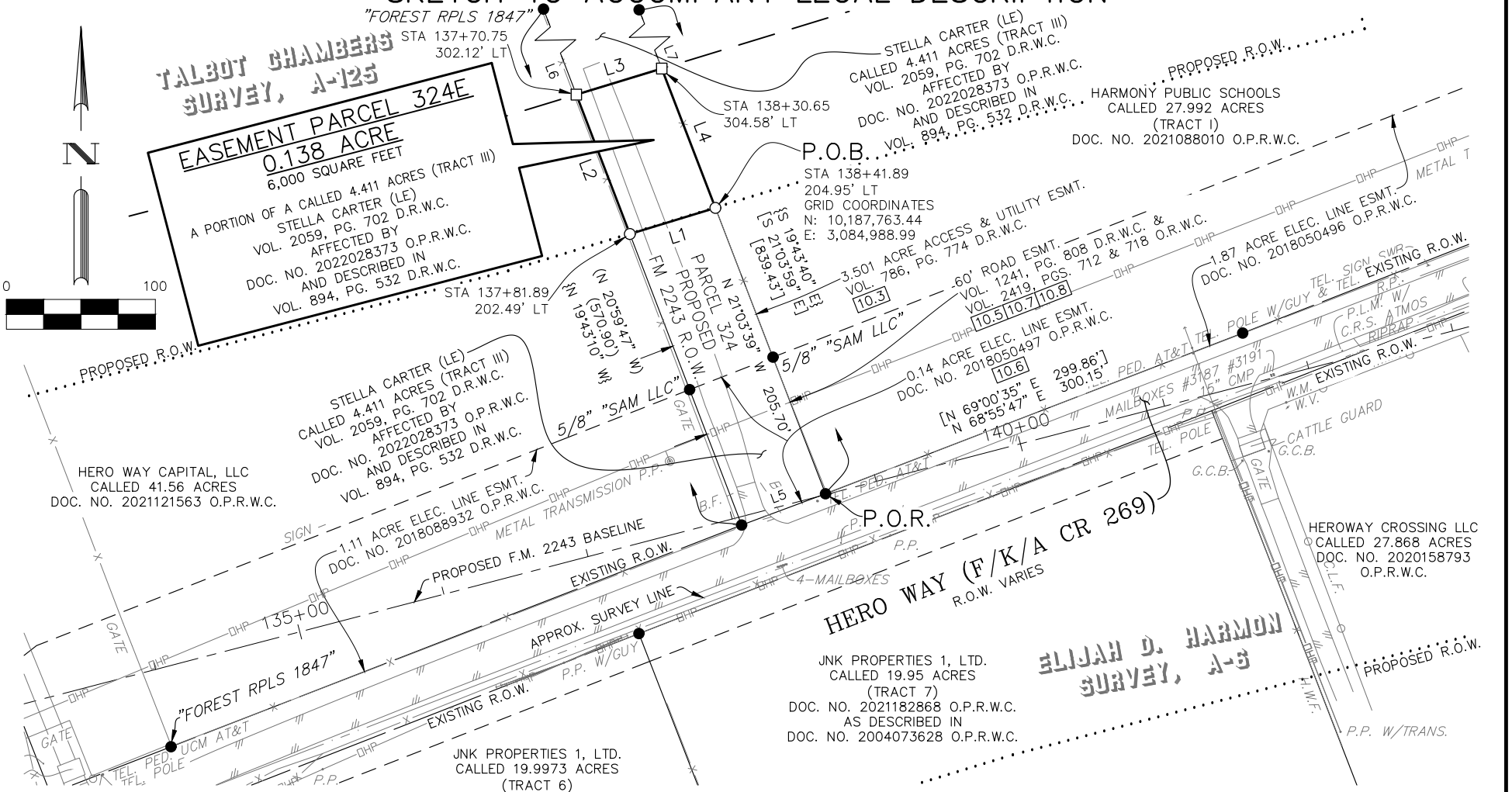
08/05/2022

Jonathan O. Nobles RPLS Number 5777 — Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	June 10, 2022
Revised:	August 5, 2022
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 08/05/2022: UPDATED TITLE COMMITMENT

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

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PARCEL PLAT SHOWING
EASEMENT PARCEL 324E
0.138 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/10/2022	3 of 5

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LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.C.B.	GATE CONTROL BOX
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
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
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2021121563 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2021088010 O.P.R.W.C.
{ }	RECORD INFO FOR VOL. 894, PG. 532 D.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
—X—	WIRE FENCE
—o—	METAL FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—///	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 73°01'38" W	60.05'
L2	N 21°00'26" W	100.25'
L3	N 73°01'38" E	59.95'
L4	S 21°03'39" E	100.26'
L5	S 69°33'50" W	60.09'
L6	N 21°00'26" W	261.38'
L7	N 21°03'39" W	533.49'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L5}	{S 70°07'25" W}	{60.00'}
[L5]	[S 69°31'38" W]	[60.17']

REVISED 08/05/2022: UPDATED TITLE COMMITMENT

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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 324E
0.138 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/10/2022	4 of 5

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158436, DATED EFFECTIVE JUNE 1, 2022 AND ISSUED ON JUNE 13, 2022.

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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

REVISED 08/05/2022: UPDATED TITLE COMMITMENT

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PARCEL PLAT SHOWING
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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/10/2022	5 of 5

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Commissioners Court - Regular Session **58.**

Meeting Date: 10/17/2023

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn 0.403 acres of right of way and 0.441 acres for an electric easement required for the construction of Hero Way/RM 2243. Brian Olson, Charity M. Olson, Gregory Olson and Hattie E. Olson/ Parcel 332/332E 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	10/12/2023 10:34 AM
Form Started By: Charlie Crossfield		Started On: 10/11/2023 07:47 PM
Final Approval Date: 10/12/2023		

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 public safety, facilitate the safety and movement of traffic, and preserve the financial investment of the public in its roadways, public necessity requires the acquisition of fee simple title to that certain tract of land being 0.403 acres (Parcel 332) and 0.441 acres for an electric easement (Parcel 332E), both of which are described by metes and bounds in Exhibits "A & B" which are attached hereto and incorporated herein, and owned by **BRIAN OLSON, CHARITY M. OLSON, GREGORY OLSON AND HATTIE E. OLSON** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulfur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulfur 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, 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: 332
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 332

METES & BOUNDS DESCRIPTION FOR A 0.403 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 13.320 ACRE TRACT OF LAND AS CONVEYED TO BRIAN OLSON AND CHARITY M. OLSON (1/2 INTEREST) AND GREGORY OLSON AND HATTIE E. OLSON (1/2 INTEREST) BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2001071867 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.403 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 Olson Tract, and the southwest corner of a called 13.320 acre tract of land as conveyed to Jack Scott Bradley, Amy L. Bradley and Brian Gregory Holmes by Warranty Deed with Vendor's Lien recorded in Document Number 2000068029 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 found on the north right-of-way line of said Hero Way, at the southeast corner of said Bradley and Holmes Tract, bears N 68°48'59" E a distance of 456.49 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Olson Tract, S 68°52'28" W a distance of 456.22 feet to a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the southwest corner of said Olson Tract and the southeast 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 southwest corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the southwest corner of the remainder of said 13.371 acre Hoskins Tract and the southeast corner 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, bears S 68°46'24" W a distance of 29.93 feet;

THENCE, with the west line of said Olson Tract and the east line of the remainder of said 13.371 acre Hoskins Tract, N 21°39'01" W a distance of 55.43 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,085.78, E: 3,086,233.31) set at the beginning of a non-tangent curve to the left, for the northwest corner of the herein described tract, 202.62 feet left of FM 2243 baseline station 151+27.44;

THENCE, over and across said Olson Tract, along said curve to the left, an arc distance of 457.31 feet, having a radius of 11,053.00 feet, a central angle of 02°22'14" and a chord which bears N 72°43'14" E a distance of 457.28 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said Olson Tract and on the west line of said Bradley and Holmes Tract, for the northeast corner of the herein described tract, 218.89 feet left of FM 2243 baseline station 155+91.10, from which a 1/2-inch iron rod with a cap stamped "J.E. GARON RPLS 4303" found at the northeast corner of said Olson Tract and the northwest corner of said Bradley and Holmes Tract, bears N 22°13'25" W a distance of 1,262.81 feet;

THENCE, with the east line of said Olson Tract and the west line of said Bradley and Holmes Tract, S 22°13'25" E a distance of 24.76 feet to the **POINT OF BEGINNING** and containing 0.403 acre (17,561 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.

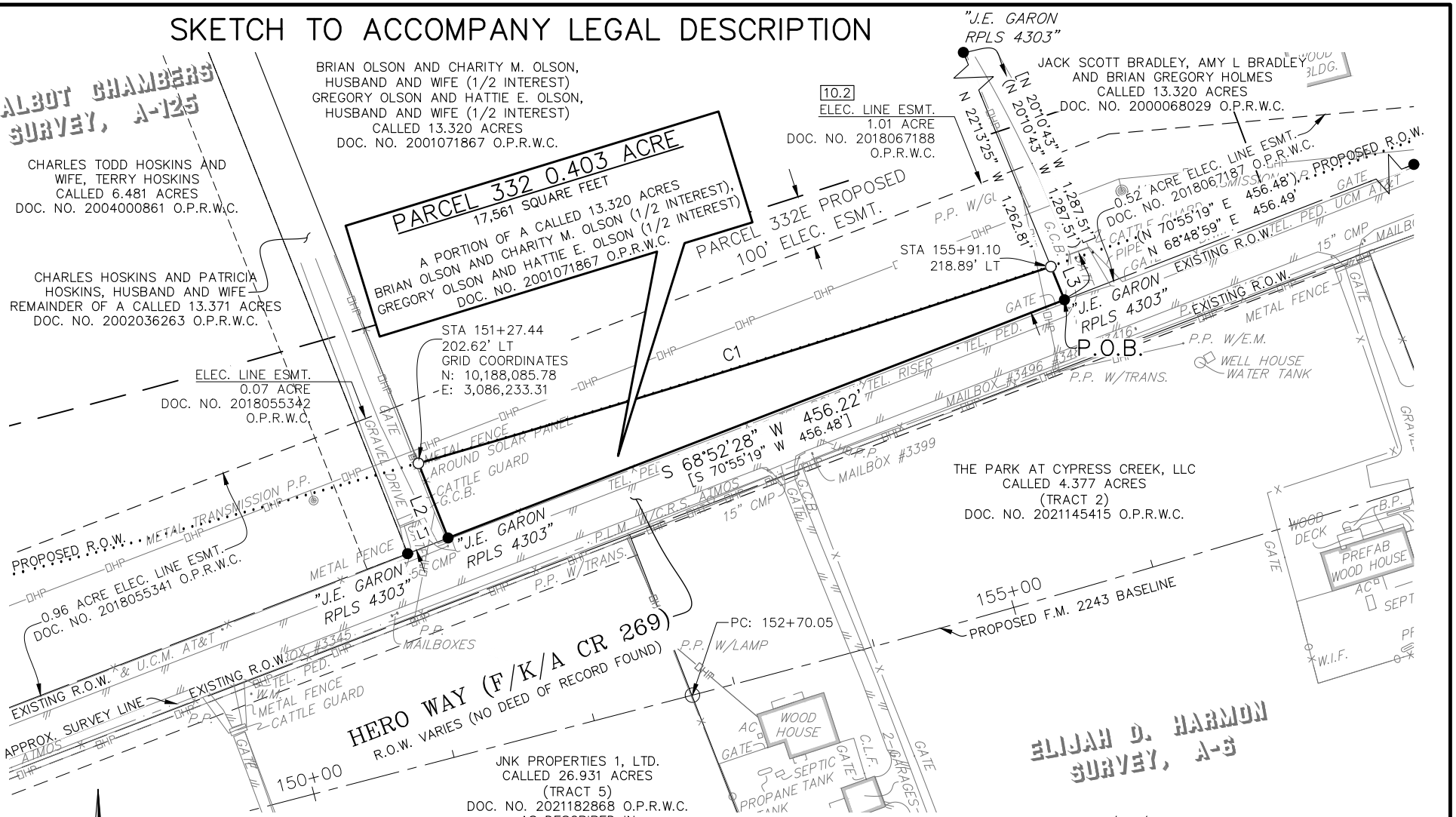


08/09/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	June 3, 2022
Revised:	August 9, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 08/09/2023: UPDATED TITLE COMMITMENT

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TBPLS Licensed Surveying Firm No. 10106502

Copyright 2023

PARCEL PLAT
SHOWING PARCEL 332
0.403 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	3 of 5

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LEGEND

B.P.	BRICK PAVERS
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ESMT.	EASEMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.I.F.	WROUGHT IRON FENCE
W.M.	WATER METER
( )	RECORD INFO FOR DOC. NO. 2000068029 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2001071867 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"
△	CALCULATED POINT
——x——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——///	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 68°46'24" W	29.93'
L2	N 21°39'01" W	55.43'
L3	S 22°13'25" E	24.76'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	{S 70°55'19" W}	
L2	{S 19°35'37" E}	
	[S 19°35'37" E]	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	457.31'	11,053.00'	2°22'14"	N 72°43'14" E	457.28'

REVISED 08/09/2023: UPDATED TITLE COMMITMENT

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

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PARCEL PLAT
SHOWING PARCEL 332
0.403 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	4 of 5

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-159112, DATED EFFECTIVE SEPTEMBER 12, 2022 AND ISSUED ON OCTOBER 20, 2022.

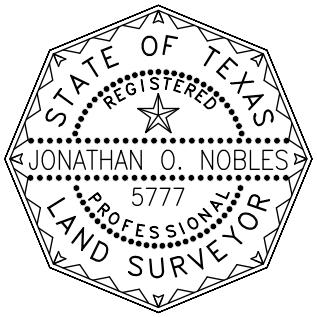
RESTRICTIVE COVENANT AND EASEMENT NOTES:

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 LINE AERIAL EASEMENT AND RIGHT OF WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018067188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083083 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.



8/9/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 08/09/2023: UPDATED TITLE COMMITMENT

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Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	5 of 5

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EXHIBIT B

County: Williamson
Parcel: 332E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 332E

METES & BOUNDS DESCRIPTION FOR A 0.441 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 13.320 ACRE TRACT OF LAND AS CONVEYED TO BRIAN OLSON AND CHARITY M. OLSON (1/2 INTEREST) AND GREGORY OLSON AND HATTIE E. OLSON (1/2 INTEREST) BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2001071867 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.441 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 Olson Tract, and the southwest corner of a called 13.320 acre tract of land as conveyed to Jack Scott Bradley, Amy L. Bradley and Brian Gregory Holmes by Warranty Deed with Vendor's Lien recorded in Document Number 2000068029 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Bradley and Holmes Tract, bears N 68°48'59" E a distance of 456.49 feet; Thence, with the east line of said Olson Tract and the west line of said Bradley and Holmes Tract, N 22°13'25" W a distance of 95.99 feet to a 5/8-inch iron rod with a cap stamped "SAM INC" (NAD-83, Central Zone Grid Coordinates: N: 10,188,287.53, E: 3,086,642.96) found at the northeast corner of a called 1.01 acre electric line easement recorded in Document Number 2018067188 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 289.75 feet left of FM 2243 baseline station 155+83.68;

THENCE, with the north line of said electric line easement and over and across said Olson Tract, S 69°02'53" W a distance of 455.27 feet to a calculated point on the west line of said Olson Tract and the east line 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, at the northwest corner of said electric line easement, for the southwest corner of the herein described tract, 244.24 feet left of FM 2243 baseline station 151+22.31, from which a found 5/8-inch iron rod with cap stamped "SAM INC" bears S 68°20'59" W a distance of 0.19 feet, and 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 southwest corner of said Olson Tract and the southeast corner of the remainder of said Hoskins Tract, bears S 21°39'01" E a distance of 97.36 feet;

THENCE, with the west line of said Olson Tract and the east line of the remainder of said Hoskins Tract, N 21°39'01" W a distance of 58.55 feet to a 1/2-inch iron rod with cap stamped “BGE, Inc” set at the beginning of a non-tangent curve to the left, for the northwest corner of the herein described tract, 302.35 feet left of FM 2243 baseline station 151+15.15;

THENCE, over and across said Olson Tract, along said curve to the left, an arc distance of 456.33 feet, having a radius of 10,953.00 feet, a central angle of 02°23'14" and a chord which bears N 72°45'47" E a distance of 456.30 feet to a 1/2-inch iron rod with cap stamped “BGE, Inc” set on the east line of said Olson Tract and the west line of said Bradley and Holmes Tract, for the northeast corner of the herein described tract, 318.59 feet left of FM 2243 baseline station 155+80.63, from which a 1/2-inch iron rod with a cap stamped “J.E. GARON RPLS 4303” found at the northeast corner of said Olson Tract and the northwest corner of said Bradley and Holmes Tract, bears N 22°13'25" W a distance of 1,162.59 feet;

THENCE, with the east line of said Olson Tract and the west line of said Bradley and Holmes Tract, S 22°13'25" E a distance of 28.98 feet to the **POINT OF BEGINNING** and containing 0.441 acre (19,192 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.

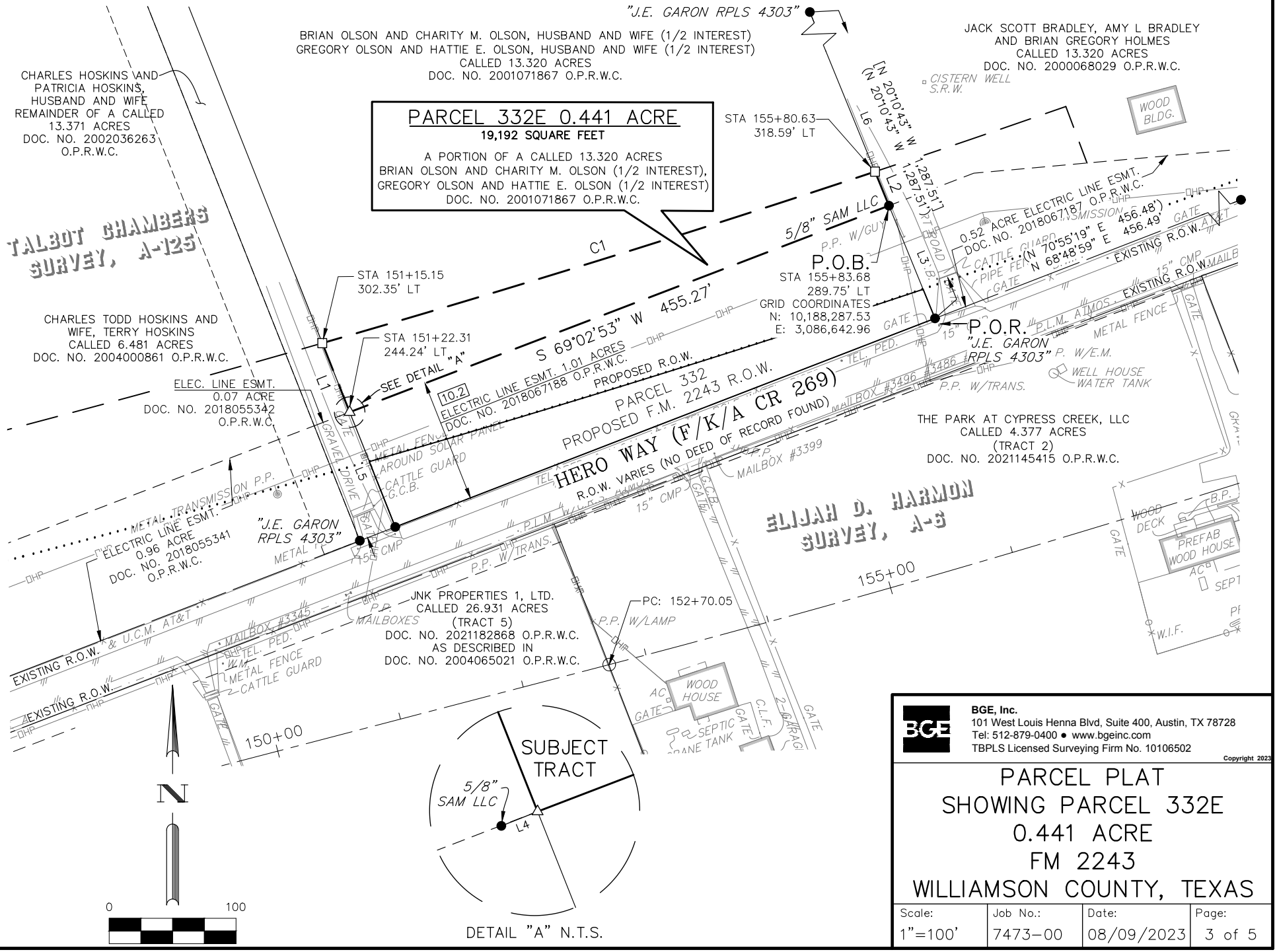


08/09/2023
Date

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:	August 9, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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PARCEL PLAT
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0.441 ACRE
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WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/09/2023	3 of 5

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LEGEND

B.P.	BRICK PAVERS
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
ESMT.	EASEMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
H.W.F.	HOG WIRE FENCE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
S.R.W.	STONE RETAINING WALL
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.I.F.	WROUGHT IRON FENCE
W.M.	WATER METER
( )	RECORD INFO FOR DOC. NO. 2000068029 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2001071867 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"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT
——X——	WIRE FENCE
——o——	METAL FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.3	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°39'01" W	58.55'
L2	S 22°13'25" E	28.98'
L3	N 22°13'25" W	95.99'
L4	S 68°20'59" W	0.19'
L5	S 21°39'01" E	97.36'
L6	N 22°13'25" W	1,162.59'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	{N 19°35'37" W}	
	[N 19°35'37" W]	
L5	{S 19°35'37" E}	
	[S 19°35'37" E]	

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	456.33'	10,953.00'	2°23'14"	N 72°45'47" E	456.30'

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1"=100'	7473-00	08/09/2023	4 of 5

GENERAL NOTES:

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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-159112, DATED EFFECTIVE SEPTEMBER 12, 2022 AND ISSUED ON OCTOBER 20, 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 LINE AERIAL EASEMENT AND RIGHT OF WAY GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018067188 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT OTHER THAN BEING IMMEDIATELY ADJACENT, AS SHOWN HEREON.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083083 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

8/9/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

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1"=100'	7473-00	08/09/2023	5 of 5

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Meeting Date: 10/17/2023

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	10/12/2023 10:37 AM
Form Started By: Charlie Crossfield		Started On: 10/11/2023 07:50 PM
Final Approval Date: 10/12/2023		

Commissioners Court - Regular Session **60.**

Meeting Date: 10/17/2023

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	10/12/2023 10:37 AM
Form Started By: Charlie Crossfield		Started On: 10/11/2023 07:51 PM
Final Approval Date: 10/12/2023		