NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
November 21, 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 – 43)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-002050	Non Departmental/Work Comp	$53,745.00
TO	0100-0409-004015	NonDepartmntl/AdminServiceFees	$53,745.00
FROM	0100-0409-004998	NonDepartmental/Contingencies	$45,592.61
TO	0100-0409-004419	NonDepartmental/Property Insur	$45,592.61

4. Discuss, consider, and take appropriate action on a line item transfer for EMS/CHP.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0340-0540-003311	Uniforms	$800
From	0340-0540-004210	Internet / Email Svs	$2176
From	0340-0540-004541	Vehicle Repairs & Maint	$700
To	0340-0540-003107	Medical Equipment	$3676

5. Discuss, consider and take appropriate action on a line item transfer for the District Attorney.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	NonDept/Contingencies	$9,168
TO	0100-0440-004541	DistAtty/Vehicle Maint&Repair	$9,168

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0215.004350	Printed Materials & Binding	$553.28
TO	0100.0215.004414	Vehicle Insurance	$553.28

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005000	Capital Outlay >$5k	$7,800.00
From	0200-0210-004210	Internet/Email Svs	$700.00
To	0200-0210-005003	Equipment >$5k	$8,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	$25,500.00
To	0200-0210-004419	Property Insurance	$25,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005741	Computer Software >$5k	$550.00
To	0200-0210-004505	Software Maintenance	$550.00

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 and note in the official minutes the adoption of an employer contribution rate of 16.05% to Texas County & District Retirement System (TCDRS) for Plan Year 2024.

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

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

14. Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 October 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

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

16. Discuss, consider and take appropriate action on the approval of the Williamson County Jury Plan submitted by Lisa David, District Clerk, Jury Manager for Williamson County, Texas.

17. Discuss, consider, and take appropriate action on an Amendment to Commercial Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties to extend the listing agreement from its current expiration date of December 31, 2023 to September 30, 2024 in relation to the sale of the commercial real estate located 747 CR 138, Hutto, Texas pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

18. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation’s Tax-Exempt Indebtedness for the Redwood Apartments Project.

19. Discuss, consider and take appropriate action on authorizing Agreement #202471 for West Proflex Patron Access for Williamson County Law Library with West Publishing Corporation and/or Thomson Reuters Enterprise Centre GmbH for a 36-month term commencing 12.01.23 through 11.30.26, and authorize the execution of the agreement. Year one monthly charge is $378.17, resulting in an annual fee of $4,538.04.

20. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for a consultant to develop the HUD Consolidated Five (5) Year Plan for Fiscal Years 2024-2028 and a One (1) Year Annual Action Plan for Fiscal Year 2024-2025, under RFP #24RFP18.

21. Discuss, consider, and take appropriate action on approving Agreement #202466 between Williamson County and Recovery Monitoring Solutions, LLC. for Secure Continuous Remote Alcohol Monitoring (SCRAM) services, and authorize the execution of the agreement.

22. Discuss, consider, and take appropriate action on approving amended agreement #202417 for Electronic Bidding and Contract Management software with Bonfire Interactive Ltd., for an annual amount of $51,549.99, as per DIR contract #DIR-TSO-4363, and authorizing the execution of the amended agreement.

23. Discuss, consider, and take appropriate action on approving agreement #202462 between Williamson County and Texas Workforce Commission for database access for a total of $3,000.00, and authorizing the execution of the agreement.

24. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Wellspring United Methodist Church for off duty contracting of County Sheriff Deputies to be effective November 21, 2023. (Christmas Eve church security & traffic control-6200 Williams Dr., Georgetown)

25. Discuss, consider and take appropriate action on a report from The Roof Company, Waco, Change Order No. 1 for the CTTC Generator project (ARPA 445P/445A) in the amount of $38,232.00. New final completion will be February 2, 2024. Funding Source is ARPA 445P/445A.

26. Discuss, consider and take appropriate action to approve Amendment #1 to update contract number #202277 through BuyBoard contract #720-23 for the Preventive Maintenance Secure Assurance Plan dated February 01, 2022, and authorize the execution of the amendment.

27. Discuss, consider, and take appropriate action on the Supplemental Agreement No. 1 for ECS Southwest, LLP. for an increase of $950.00 with no change in substantial completion date.

28. Discuss, consider and take appropriate action on authorizing the extension of Contract #22IFB31 Crack Seal Materials, renewal option period #2, for the same terms and conditions as the existing contract per attached documentation and spreadsheet, with Crafco, Inc. for the 12-month term of December 06, 2023 - December 05, 2024, and authorizing the execution of the extension.

29. Discuss, consider and take appropriate action on authorizing the extension of Signs and Markers Contract #22IFB56, renewal option period #2, for the same pricing, terms and conditions as the existing contract with Dobie Supply LLC for the term of February 16, 2024 - February 15, 2025.

30. Discuss, consider and take appropriate action on approving the extension of contract #23IFB14 Striping, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to D.I.J. Construction Inc for the 12-month term of January 10, 2024 - January 09, 2025, and authorizing execution of the renewal agreement.

31. Discuss, consider and take appropriate action on approving the extension of contract #23IFB19 Asphalt Cement, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Ergon Asphalt and Emulsions, Inc. for the 12-month term of January 10, 2024 - January 09, 2025, and authorizing execution of the renewal agreement.

32. Discuss, consider and take appropriate action on a change order from Falkenberg Construction Co., Inc. for an increase in substantial completion, for an additional 72 business days. New substantial completion date is January 19th, 2024.

33. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Atlas Technical Consultants, LLC and Williamson County dated December 20, 2022 for On Call Materials Testing and Geotechnical Engineering Services. This supplemental is to increase the maximum amount payable to $100,000.00. Funding source: 01.0200.0210.004160.

34. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for General Engineering Consultant for the 2023 Road Bond Projects, under RFSQ #24RFSQ9. The funding source is Road Bonds.

35. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Wilco Liquid Asphalt Testing, under RFSQ #24RFSQ10.

36. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Wilco Materials Testing and Geotechnical Engineering Services, under RFSQ #24RFSQ12.

37. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Wilco Land Surveying Services, under RFSQ #24RFSQ13.

38. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Wilco Environmental Services, under RFSQ #24RFSQ16.

39. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Wilco Traffic Engineering Services, under RFSQ #24RFSQ17.

40. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Construction of County Road 138 Right Turn Lane to SH130, under IFB #24IFB19. Funding Source is P463.

41. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for Updating the Wilco Transportation Plan, under RFSQ #24RFSQ22. Funding source is P621 .

42. Discuss, consider and take appropriate action on approval of the replat of Lots 147, 148 & 170, Block I, Santa Rita Ranch Phase 4, Section 2 subdivision – Precinct 2.

43. Discuss, consider and take appropriate action on approval of the preliminary plat for the Homestead Ranch subdivision – Precinct 3.

REGULAR AGENDA

44. Discuss, consider and take appropriate action on Proclamation designating December 5, 2023 Tree of Angels Day in Williamson County.

45. Discuss, consider and take appropriate action on recognizing November as Prostate Cancer Awareness Month.

46. Discuss, consider and take appropriate action on recognizing the month of November 2023 as "Pancreatic Cancer Awareness Month".

47. Discuss, consider and take appropriate action on establishing the Williamson County Employees' Feed the Need Food Drive running through December 1st, 2023.

48. Discuss, consider and take appropriate action on reappointment of Ed Tydings to the Williamson County and Cities Health Department (WCCHD) board of directors for a three-year term beginning January 1, 2024, and ending on December 31, 2026.

49. Discuss, consider, and take appropriate action to convert PCN2003.001100 from a grant position to a permanent position due to vacancy.

50. Discuss, consider, and take appropriate action regarding the Sexual Assault Response Team (SART) 2023 Biennial Report.

51. Discuss, consider, and take appropriate action on the revised County Telework Policy.

52. Discuss, consider and take appropriate action on defining the role of the Commissioners Court Project Manager.

53. Discuss, consider and take appropriate action on the Fiscal Year 2024 Animal Shelter Donation Fund.

54. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for various departments.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.004229	DA State Law Enforce Training	$664.59
	0100.0475.004229	CA State Law Enforce Training	$6,228.47
	0100.0551.004229	Const 1 St Law Enforc Training	$6,103.35
	0100.0552.004229	Const 2 St Law Enforc Training	$5,542.06
	0100.0553.004229	Const 3 St Law Enforc Training	$4,263.94
	0100.0554.004229	Const 4 St Law Enforc Training	$6,542.65
	0100.0560.004229	SO St Law Enforce Training	$30,277.79
	0100.0570.004229	Jail St Law Enforce Training	$12,173.50

55. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for Veteran Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	$2,332.03

56. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$12,077.93

57.

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for the Justice of the Peace Precinct 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0453.003670	Use of Donations	$853.57

58. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for the Emergency Medical Services (EMS).

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	$12,950.83

59. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	$115.13
	0100.0560.003671	Use of VA Donations	$294.58

60. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.004103	GISD Residential Services	$33,325.80

61. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	$749.39

62. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for the Justice of the Peace Precinct 2.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	$200.00

63. Discuss, consider, and take appropriate action on a Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties for the lease of 75 acres situated at the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas for purposes of farming pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

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

65. Discuss, consider, and take appropriate action on approving Proposal #202459 between MCA (formerly Knight Security) and Williamson County for the amount of $155,010.96 annually for the five (5) year plan pursuant to DIR contract #DIR-CPO-4494, and authorizing the execution of the Proposal.

66. Discuss, consider, and take appropriate action on approving agreement #202436 between Williamson County and Carahsoft Technology Corp. for ServiceNow Maintenance for a total amount of $157,290.00, pursuant to GSA contract #47QSWA18D008F, and authorize the execution of the renewal.

67. Discuss, consider and take appropriate action on approving Agreement #202478 for Annual Public Safety Maintenance between Williamson County and Central Square in the amount of $571,177.98 for one year and exempting CentralSquare from competitive requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment].

68. Discuss, consider and take appropriate action on approving Blanket Requisition #133381 for annual EMS personnel uniform purchases from GT Distributors, Inc., in the amount of $58,400.00, as per BuyBoard Contract #698-23.

69. Discuss, consider, and take appropriate action on approving purchase #202475 for Stryker Equipment and accompanying maintenance agreement from Stryker Medical in the amount of $440,991.40 and exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(7)(D) [Captive Replacement Parts or Components of Equipment] and authorizing the execution of this agreement.

70. Discuss, consider, and take appropriate action on approving Amendment #202450 between Williamson County and Tenex Software Solutions, Inc. for the amount of $153,900.00, and authorizing the execution of the Amendment.

71. Discuss, consider, and take appropriate action on approving the purchase of a Turf Tank Automatic Field Painter per contract #202473 for the Parks Department from Intelligent Markings USA, Inc. d/b/a Turf Tank in the amount of $59,075.00 pursuant to Buyboard Co-op Contract #706-23 and authorizing the execution of the contract.

72. Discuss, consider, and take appropriate action on awarding RFP #23RFP101 Solid Waste and Recycling Services for Williamson County to Texas Disposal Systems, Inc. in the amount of One hundred thirty-nine thousand four hundred dollars and twenty-four cents ($139,400.24) and authorizing execution of the agreement.

73. Discuss, consider, and take appropriate action on authorizing construction contract #202477 between G2 Construction Services, Inc. and Williamson County for the replacement of antiquated light fixtures and ceiling tiles in the Sheriff's Office administration areas in the amount of $182,000.00, pursuant to TIPS contract #211001 and authorize execution of the agreement.

74. Receive the November 2023 Construction Summary Report and PowerPoint Presentation.

75. Discuss, consider, and take appropriate action on approving purchase #202469, for two (2) Model Year 2024 GMC 1500 Sierra Trucks from Gunn Buick GMC, in the amount of $44,716.75 each, totaling $89,433.50, pursuant to Buyboard Contract #601-19.

76. Discuss, consider, and take appropriate action on approving purchase #202472 for one (1) Model Year 2024 GMC Sierra 1500 Double Cab truck in the amount of $41,586.65 and one (1) Model Year 2024 GMC Sierra 2500HD Double Cab Truck in the amount $47,856.40 from Gunn Buick GMC totaling $89,443.50, pursuant to Buyboarad Contract #601-19 and Williamson County Contract

77. Discuss, consider, and take appropriate action on awarding RFSQ #23RFSQ102 Engineering to assist Williamson County staff in planning for additional capacity, including managed lanes, on RM 1431 from US 183A to IH 35 to CP&Y, Inc DBA STV Infrastructure, in the maximum payable amount of $2,300,000.00 and authorize execution of the agreement. The funding source is P631.

78. Discuss, consider, and take appropriate action regarding the closing of CR 129 and detouring traffic during construction of the CR 129 Project, a Road Bond Project in Commissioner Precinct 4.

79. Discuss, consider and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Seward Junction Loop North project, a Road Bond project in Commissioner Precinct 2.
Project: P598

80. Discuss, consider, and take appropriate action on approving a 2019 Road Bond Transfer to move $280,000 from P399 (2019 Road Bond Non Departmental) to P620 (FM 973 Signal at Taylor High School).

81. Discuss, consider and take appropriate action on a real estate contract with Lorey Stabeno for 0.556 acres needed as right of way on the CR 314 project (Parcel 22). Funding Source: Road Bonds P364

82. Discuss, consider and take appropriate action on a real estate contract with John B. Schwertner for 0.456 acres needed as right of way on the CR 314 project (Parcel 7). Funding Source: Road Bonds P364

83. Discuss, consider and take appropriate action on a real estate contract with Michael J. and Florence Tomjack for 1.202 acres needed as right of way for the CR 255 project (Parcel 5). Funding Source: TANS P588

84. Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Brian Olson, Charity M. Olson, Gregory Olson and Hattie E. Olson for 0.403 acres needed as right of way and 0.441 acres needed as a high voltage transmission line (HVTL) easement for the Hero Way project (Parcel 332/332E). Funding Source: Road Bonds P326

85. Discuss, consider and take appropriate action on 2 relocation claims on the CR 255 project with Janet Jennings (Parcel 40) for a housing supplement and incidental costs related to the purchase of a replacement home. Funding Source: TANS P588

86. Conduct a public hearing pursuant to Section 22.107(e), Texas Transportation Code, regarding creation of the Williamson County Transportation Reinvestment Zone No. 1, including designation of zone, discussion of benefits to the County and possible tax abatements of property within the zone.

87. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.919 acres) required for the construction of the East Wilco Highway (SE Loop) Segment 2 project. (Simon Homes, Inc./ Parcel 58) Funding Source: TANS P588

88. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.431 acres) required for the construction of CR 255. (Larry Lane Roberts/ Parcel 35) Funding Source: TANS P588

89. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.262 acres) required for the construction of CR 255. (Justin and Keisha Akre / Parcel 39) Funding Source: TANS P588

90. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.516 acres and 0.924 acres) required for the construction of Hero Way. (James and Deborah Velchoff/ Parcel 312/312E) Funding Source: Road Bonds P326

91. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.634 acres) required for the construction of Bagdad Rd./CR 279. (Edward and Jennifer Wolf/ Parcel 10E) Funding Source: Road Bonds P343

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)."

92. 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

93. 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

94. 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-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
4. 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
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District

Court of Williamson County, Texas
6. 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
7. 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
8. 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
9. 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
10. 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
11. 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
12. 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
13. 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
14. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
15. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
16. 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
17. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
18. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; 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:

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. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

95. 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).

96. 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).

97. 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)

98. Discuss and take appropriate action concerning economic development.

99. Discuss and take appropriate action concerning real estate.

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

a. General:

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

b. Litigation:

1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. Civil Action No. 1:21-cv-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
4. 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
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
6. 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
7. 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
8. 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
9. 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
10. 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
11. 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
12. 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
13. 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
14. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
15. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
16. 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
17. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
18. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; 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:

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. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

101. 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.

102. Comments from Commissioners.

103. 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 17th day of November 2023 at 5:00 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: 11/21/2023

Line Item Transfer

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer of $53,745 will cover the Gallagher Bassett service fees for G/L and Auto. The per claim fees with Gallagher Bassett are higher than what was previously being paid to Tristar for primarily two reasons. The first reason is that GB will handle the claim to conclusion even if we switch TPAs. Secondly, Risk had not been sending Tristar all GL claims and instead managing some in house. Going forward, our insurance carrier has provided stringent requirements on what we must submit to the TPA.

The second transfer of $45,592.61 will cover the shortfall in the property insurance line. The original estimate did not account for the Children's Advocacy Center expansion, a new Hutto property and/or right of way acquisitions.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-002050	Non Departmental/Work Comp	$53,745.00
TO	0100-0409-004015	NonDepartmntl/AdminServiceFees	$53,745.00
FROM	0100-0409-004998	NonDepartmental/Contingencies	$45,592.61
TO	0100-0409-004419	NonDepartmental/Property Insur	$45,592.61

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/13/2023 01:25 PM
Form Started By: Ashlie Holladay		Started On: 11/09/2023 02:05 PM
Final Approval Date: 11/13/2023		

Commissioners Court - Regular Session **4.**

Meeting Date: 11/21/2023

LIT

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for EMS/CHP.

Background

Line item transfer to accommodate the purchase of warranty service on new AED's for CHP use.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0340-0540-003311	Uniforms	$800
From	0340-0540-004210	Internet / Email Svs	$2176
From	0340-0540-004541	Vehicle Repairs & Maint	$700
To	0340-0540-003107	Medical Equipment	$3676

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2023 11:34 AM
Budget Office	Saira Hernandez	11/15/2023 09:43 AM
Form Started By: Michael Knipstein		Started On: 11/14/2023 11:19 AM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **5.**

Meeting Date: 11/21/2023

Line Item Transfer

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the District Attorney.

Background

Unit DA1525 in the DA's office has had a transmission failure. The cost for parts and labor is $9,168. Their vehicle line was funded at $6200 for FY24. These monies are slated for regular vehicle maintenance and repairs on six other vehicles throughout the year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	NonDept/Contingencies	$9,168
TO	0100-0440-004541	DistAtty/Vehicle Maint&Repair	$9,168

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/15/2023 11:57 AM
Form Started By: Ashlie Holladay		Started On: 11/15/2023 11:48 AM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **6.**

Meeting Date: 11/21/2023

Line Item Transfer for the Department of Infrastructure

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to manage the auto insurance renewal.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0215.004350	Printed Materials & Binding	$553.28
TO	0100.0215.004414	Vehicle Insurance	$553.28

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 10:38 AM
Budget Office	Saira Hernandez	11/16/2023 11:39 AM
Form Started By: Vicky Edwards		Started On: 11/16/2023 09:25 AM
Final Approval Date: 11/16/2023		

Commissioners Court - Regular Session **7.**

Meeting Date: 11/21/2023

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 & Bridge Division.

Background

This transfer is necessary to purchase a TxDOT standard cabinet for setting up power for the installation of a new weigh station.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005000	Capital Outlay >$5k	$7,800.00
From	0200-0210-004210	Internet/Email Svs	$700.00
To	0200-0210-005003	Equipment >$5k	$8,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/09/2023 10:33 AM
Budget Office	Saira Hernandez	11/09/2023 10:42 AM
Infrastructure Department (Originator)	Vicky Edwards	11/14/2023 02:12 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 08:31 AM
Budget Office	Saira Hernandez	11/15/2023 09:22 AM
Budget Office	Saira Hernandez	11/15/2023 09:39 AM
Form Started By: Jenifer Favreau		Started On: 11/09/2023 08:50 AM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **8.**

Meeting Date: 11/21/2023

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 & Bridge Division.

Background

This transfer is necessary to cover a renewal shortfall, as requested by the Budget Office and Risk Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005200	Right of Way	$25,500.00
To	0200-0210-004419	Property Insurance	$25,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/09/2023 10:34 AM
Budget Office	Saira Hernandez	11/09/2023 10:43 AM
Infrastructure Department (Originator)	Jenifer Favreau	11/14/2023 02:16 PM
Form Started By: Jenifer Favreau		Started On: 11/09/2023 08:56 AM
Final Approval Date: 11/14/2023		

Commissioners Court - Regular Session **9.**

Meeting Date: 11/21/2023

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 & Bridge Division.

Background

This transfer is necessary due to a price increase for an AutoCAD subscription renewal. This software is used by the land development group to access design files received from developers.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005741	Computer Software >$5k	$550.00
To	0200-0210-004505	Software Maintenance	$550.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/15/2023 08:33 AM
Budget Office	Saira Hernandez	11/15/2023 09:39 AM
Form Started By: Jenifer Favreau		Started On: 11/15/2023 08:27 AM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **10.**

Meeting Date: 11/21/2023

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

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Laura Cervantes	11/16/2023 08:32 AM
County Judge Exec Asst.	Becky Pruitt	11/16/2023 09:24 AM
Form Started By: Kayla Marek		Started On: 11/15/2023 05:14 PM
Final Approval Date: 11/16/2023		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
COMM COURT - GRANTS	CCG Physician Assistant.2005.001100.	16181	$129,779.78	$3,893.50	3.00	$133,673.28		MERIT	24-Nov-23
County Clerk Archives	Deputy County Clerk.0660.001100.	16073	$40,698.01	$424.11	1.04	$41,122.12		MERIT	24-Nov-23
County Clerk Records	Deputy County Clerk.0686.001100.	15517	$44,993.89	$425.36	0.95	$45,419.25		MERIT	24-Nov-23
District Attorney	Chief Office Administrator.0053.001100.	01221	$89,916.06	$4,495.92	5.00	$94,411.98		MERIT	24-Nov-23
District Attorney	Legal Assistant IV.0915.001100.	14081	$54,895.01	$3,293.70	6.00	$58,188.71		MERIT	24-Nov-23
District Attorney	Felony Prosecutor III.1848.001100.	15946	$122,533.84	$5,514.08	4.50	$128,047.92		MERIT	24-Nov-23
District Attorney	Legal Assistant IV.1796.001100.	14183	$59,353.34	$4,154.74	7.00	$63,508.08		MERIT	24-Nov-23
District Attorney	Felony Prosecutor II.1790.001100.	15348	$114,066.68	$7,984.60	7.00	$122,051.28		MERIT	24-Nov-23
District Attorney	Felony Prosecutor II.0063.001100.	15550	$107,489.20	$5,374.46	5.00	$112,863.66		MERIT	24-Nov-23
District Attorney	Trial Division Chief.0071.001100.	15389	$145,692.04	$8,741.46	6.00	$154,433.50		MERIT	24-Nov-23
District Attorney	Legal Assistant I.0079.001100.	13437	$42,007.33	$1,680.29	4.00	$43,687.61		MERIT	24-Nov-23
District Attorney	Lead Victim Asst Coord.1847.001100.	10868	$68,739.84	$2,749.50	4.00	$71,489.34		MERIT	24-Nov-23
District Attorney	Chief Investigator.0055.001100.	01106	$142,851.02	$5,714.02	4.00	$147,308.12	$1,256.92	MERIT	24-Nov-23
District Attorney	Victim Assistance Coord.0073.001100.	13054	$54,652.42	$2,186.10	4.00	$56,838.52		MERIT	24-Nov-23
District Attorney	Financial Manager.0076.001100.	03455	$85,522.06	$4,276.22	5.00	$89,798.28		MERIT	24-Nov-23
District Attorney	Felony Prosecutor II.1970.001100.	10467	$119,927.08	$5,396.82	4.50	$125,323.90		MERIT	24-Nov-23
District Attorney	Legal Assistant III.0081.001100.	14088	$54,895.30	$2,195.81	4.00	$57,091.11		MERIT	24-Nov-23
District Attorney	Felony Prosecutor III.0070.001100.	14338	$122,253.30	$5,501.34	4.50	$127,754.64		MERIT	24-Nov-23
District Attorney	Legal Assistant III.1754.001100.	16266	$46,769.22	$1,870.77	4.00	$48,639.99		MERIT	24-Nov-23
District Attorney	Felony Prosecutor III.1849.001100.	14829	$122,238.48	$5,500.82	4.50	$127,739.30		MERIT	24-Nov-23
District Attorney	Legal Assistant III.1797.001100.	14384	$57,081.56	$2,854.07	5.00	$59,935.64		MERIT	24-Nov-23
District Attorney	Legal Assistant III.1634.001100.	16540	$49,897.00	$997.94	2.00	$50,894.94		MERIT	24-Nov-23
District Attorney	Victim Assistance Coord.0074.001100.	13241	$55,965.94	$2,462.49	4.40	$58,428.43		MERIT	24-Nov-23
District Attorney	Appellate Division Chief.0083.001100.	14278	$145,605.72	$5,096.26	3.50	$150,701.98		MERIT	24-Nov-23
District Attorney	Legal Assistant IV.0077.001100.	14078	$64,957.28	$4,547.00	7.00	$69,504.28		MERIT	24-Nov-23
District Attorney	Legal Assistant III.0080.001100.	11812	$56,659.18	$2,266.37	4.00	$58,925.55		MERIT	24-Nov-23
District Attorney	DA Civil Division Chief.0072.001100.	14075	$146,316.30	$10,242.18	7.00	$156,558.48		MERIT	24-Nov-23
District Attorney	Felony Prosecutor III.0069.001100.	14813	$122,238.48	$5,500.82	4.50	$127,739.30		MERIT	24-Nov-23
District Attorney	Legal Assistant IV.0078.001100.	16269	$57,109.75	$3,997.68	7.00	$61,107.43		MERIT	24-Nov-23
District Attorney	Felony Prosecutor II.1969.001100.	15788	$106,456.22	$6,387.42	6.00	$112,843.64		MERIT	24-Nov-23
District Attorney	DA Evidence Coordinator.1850.001100.	14931	$73,506.64	$5,145.46	7.00	$78,652.10		MERIT	24-Nov-23
District Attorney	Felony Prosecutor II.0086.001100.	16264	$115,000.08	$5,749.90	5.00	$120,749.98		MERIT	24-Nov-23
District Attorney	Legal Assistant IV.0082.001100.	16071	$59,482.51	$2,379.29	4.00	$61,861.80		MERIT	24-Nov-23

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
District Clerk	Assistant Chief Deputy.0734.001100.	10751	$69,814.42	$2,792.66	4.00	$72,607.08		MERIT	24-Nov-23
District Clerk	Appeals Specialist.0733.001100.	10891	$63,467.71	$2,538.70	4.00	$66,006.41		MERIT	24-Nov-23
District Clerk	Court Specialist Lead.0743.001100.	11474	$57,254.08	$2,290.16	4.00	$59,544.24		MERIT	24-Nov-23
Emergency Medical Services	EMS Paramedic.1927.001100.	16273	$44,488.81	$1,779.54	4.00	$46,268.35		MERIT	24-Nov-23
Fleet Services	Shop Supervisor.0930.001100.	16688	$72,335.38	$2,893.54	4.00	$75,228.92		MERIT	24-Nov-23
Parks	Parks Maintenance Tech.2042.001100.	16668	$34,768.26	$1,390.73	4.00	$36,158.99		MERIT	24-Nov-23

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0384	0384	001100	424.11	
01	0384	0384	001130		424.11
01	0385	0385	001100	425.36	
01	0385	0385	001130		425.36
01	0100	0440	001100	134,257.53	
01	0100	0440	001130		134,257.53
01	0100	0450	001100	7,621.52	
01	0100	0450	001130		7,621.52
01	0100	0540	001100	1,779.54	
01	0100	0540	002010	136.13	
01	0100	0540	002020	285.62	
01	0100	8004	001130		1,779.54
01	0100	8004	002010		136.13
01	0100	8004	002020		285.62
01	0882	0882	001100	2,893.54	
01	0882	0882	001130		2,893.54
01	0100	0510	001100	1,390.73	
01	0100	0510	001130		1,390.73

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1657	16731	$42,000.00	$42,000.00	$42,501.68	$42,001.75	$499.93	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1657 to PCN 1545	11/24/2023
0210 Unified Road Systems	1545	Vacant	N/A	N/A	$53,035.07	$53,535.00	N/A	$499.93	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1657 to PCN 1545	11/24/2023
0210 Unified Road Systems	1581	13802	$57,143.67	$57,143.67	$57,394.19	$54,945.18	$2,449.01	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1581 to PCN 1580	11/24/2023
0210 Unified Road Systems	1580	Vacant	N/A	N/A	$47,999.99	$50,449.00	N/A	$2,449.01	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1581 to PCN 1580	11/24/2023
0210 Unified Road Systems	1564	16752	$42,000.00	$42,000.00	$43,019.34	$42,019.84	$999.50	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1564 to PCN 2129	11/24/2023
0210 Unified Road Systems	2129	Vacant	N/A	N/A	$42,000.50	$43,000.00	N/A	$999.50	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1564 to PCN 2129	11/24/2023
0210 Unified Road Systems	1578	16324	$46,200.00	$46,200.00	$48,046.95	$46,501.76	$1,545.19	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1578 to PCN 2130	11/24/2023
0210 Unified Road Systems	2130	Vacant	N/A	N/A	$41,454.81	$43,000.00	N/A	$1,545.19	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1578 to PCN 2130	11/24/2023

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0210 Unified Road Systems	1997	15716	$43,560.34	$43,560.34	$49,869.02	$48,323.83	$1,545.19	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1997 to PCN 2140	11/24/2023
0210 Unified Road Systems	2140	Vacant	N/A	N/A	$41,454.81	$43,000.00	N/A	$1,545.19	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1997 to PCN 2140	11/24/2023
0210 Unified Road Systems	1535	Vacant	N/A	N/A	$44,000.00	$43,000.00	$1,000.00	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1535 to PCN 1543	11/24/2023
0210 Unified Road Systems	1543	Vacant	N/A	N/A	$42,000.00	$43,000.00	N/A	$1,000.00	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1535 to PCN 1543	11/24/2023
0570 Corrections	0451	16778	$51,000.00	$51,000.00	$56,752.80	$56,185.16	$567.64	N/A	Reallocation of position budget to facilitate six month grade-step increase as allowed by policy. Surplus salary from PCN, 0451 to 0504	11/24/2023
0570 Corrections	0504	16550	$51,000.00	$54,570.00	$54,002.36	$54,570.00	N/A	$567.64	Reallocation of position budget to facilitate six month grade-step increase as allowed by policy. Surplus salary from PCN, 0451 to 0504	11/24/2023

***Amount may vary slightly due to Oracle rounding**

Commissioners Court - Regular Session **11.**

Meeting Date: 11/21/2023

TCDRS

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 and note in the official minutes the adoption of an employer contribution rate of 16.05% to Texas County & District Retirement System (TCDRS) for Plan Year 2024.

Background

This rate was included in the approved budget calculations for Fiscal Year 24. This rate also provides a 1% increase for retirees.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCDRS.plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/07/2023 03:12 PM
Form Started By: Rebecca Clemons		Started On: 11/07/2023 09:48 AM
Final Approval Date: 11/07/2023		

Plan Agreement for Plan Year 2024
Williamson County – 345
Effective as of Jan. 1, 2024

Basic Plan Options	
Employee Deposit Rate:	7%
Employer Matching:	250%
Prior Service Credit:	175%

Retirement Eligibility	
At 60 (Vesting)	8 years of service
Rule of	75 years total age + service
At Any Age	30 years of service

Optional Benefits	
Partial Lump-sum Payment at Retirement:	No
Group Term Life:	None
COLA:	1% Flat-Rate

Retirement Plan Funding	
Elected Rate:	16.05%

Total Contribution Rate	
Retirement Plan Rate:	16.05%
Group Term Life Rate:	N/A
Total Contribution Rate:	16.05%

Certification

I certify that the plan agreement for the participation of Williamson County in TCDRS for the 2024 plan year truly and accurately reflects the official action taken during properly posted and noticed meeting on _____ (mm/dd/yy) by the Commissioners Court and such action is recorded in the official minutes.

County Judge's Printed Name: _____

County Judge's Signature: _____ Date: _____

TCDRS ★ Barton Oaks Plaza IV. Ste. 500 ★ 901 S. MoPac Expy. ★ Austin, TX 78746 ★ 800-651-3848 ★ Fax: 512-328-8887 ★ www.tcdrs.org

Commissioners Court - Regular Session **12.**

Meeting Date: 11/21/2023

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

100123-103123 GWI-RFM

100123-103123 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/09/2023 10:32 AM
Form Started By: Renee Clark		Started On: 11/08/2023 11:44 AM
Final Approval Date: 11/09/2023		

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

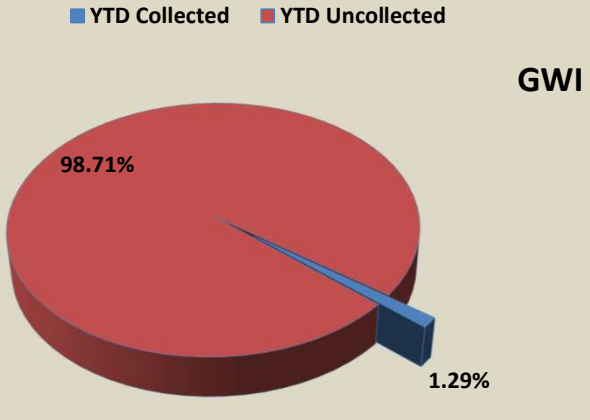
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023	$403,525,495.47	$0.00	$403,525,495.47	$5,220,194.66	$0.00	$33.37	$398,305,267.44	$5,220,228.03	1.29%	1.29%	1.37%
2022 & Prior	$3,194,048.95	$951.56	$3,195,000.51	$203,678.19	$57,021.45	$752.64	$2,990,569.68	$204,430.83	6.40%	8.18%	
Rollbacks	$181,596.33	$219,012.34	$400,608.67	$27,041.38	$0.00	$0.00	$373,567.29	$27,041.38	6.75%	6.75%	
Total All	$406,901,140.75	$219,963.90	$407,121,104.65	$5,450,914.23	$57,021.45	$786.01	$401,669,404.41	$5,451,700.24	1.34%	1.35%	

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
2023	$54,524,654.28	$0.00	$54,524,654.28	$696,452.98	$0.00	$4.41	$53,828,196.89	$696,457.39	1.28%	1.28%	1.33%
2022 & Prior	$323,679.16	$62.58	$323,741.74	$22,134.42	$5,767.76	$80.13	$301,527.19	$22,214.55	6.86%	8.64%	
Rollbacks	$18,172.81	$21,613.55	$39,786.36	$2,778.44	$0.00	$0.00	$37,007.92	$2,778.44	6.98%	6.98%	
Total All	$54,866,506.25	$21,676.13	$54,888,182.38	$721,365.84	$5,767.76	$84.54	$54,166,732.00	$721,450.38	1.31%	1.32%	

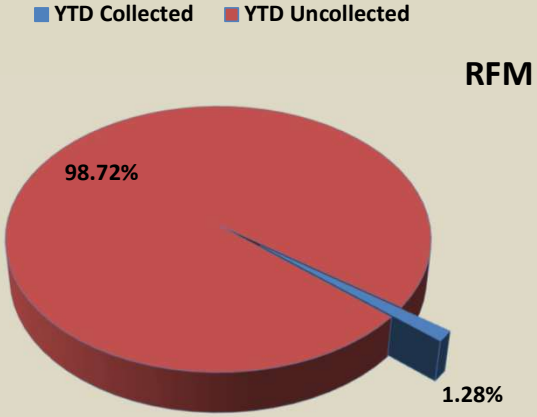
2023 COMBINED MONTHLY BREAKDOWN

Oct-23	$461,767,647.00	$241,640.03	$462,009,287.03	$6,172,280.07	$62,789.21	$870.55	$455,836,136.41	$6,173,150.62

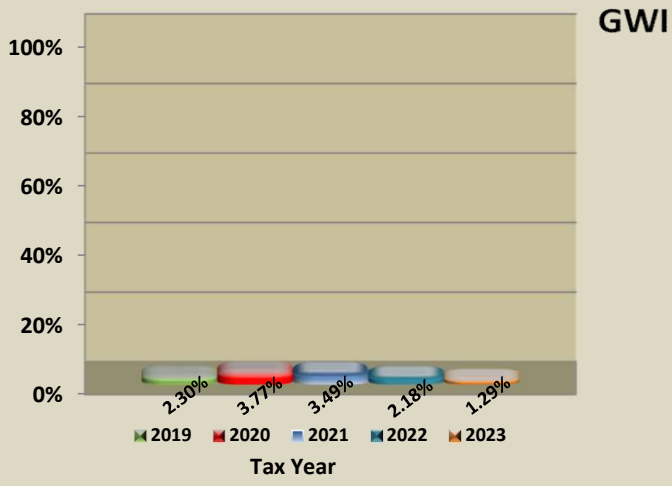
Year to Date Collection Report Thru October 2023



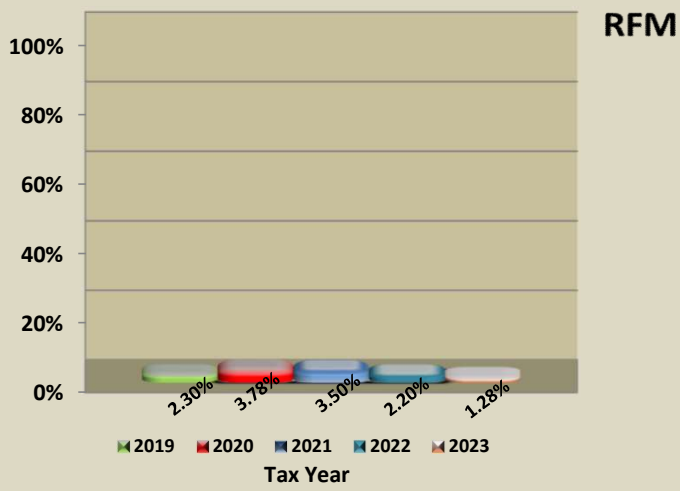
Year to Date Collection Report Thru October 2023



Percent of Roll Collected Comparison 2019-2023



Percent of Roll Collected Comparison 2019-2023



Commissioners Court - Regular Session **13.**

Meeting Date: 11/21/2023

JP1 EOM OCTOBER 2023

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

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP1 EOM October 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/07/2023 03:09 PM
Form Started By: Misty Lamb		Started On: 11/03/2023 08:55 AM
Final Approval Date: 11/07/2023		

IN COMPLIANCE WITH ARTICLE 103

CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

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

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

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

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

NOTARY PUBLIC
In and for the State of Texas

Payment Report - G/L and Fund Summary

Transaction Date: **10/01/2023 - 10/31/2023** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	11,089.18
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	35,200.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	152.18
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	126.63
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	13,604.50
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	0.81
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,149.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,209.97
	0100 - General Fund Total:	**62,532.27**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	1.21
	0360 - Courthouse Security Fund Total:	**1.21**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	0.41
	0361 - JP Security Fund Total:	**0.41**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	50.00
	0365 - Child Safety Fund Total:	**50.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,915.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,915.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	1.61
	0372 - Justice Court Technology Fund Total:	**1.61**
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	2.02
	0373 - JP-1 Truancy Program Fund Total:	**2.02**

Payment Report - G/L and Fund Summary

Transaction Date: **10/01/2023 - 10/31/2023** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	0.80
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	16.13
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	4,924.33
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	924.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	1.61
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	2.42
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	118.21
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,959.43
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	0.80
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,209.50
	0399 - State Agency Fund Total:	**9,157.23**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	250.00
	JP BOND Total:	**250.00**
	Fee Totals for All Funds:	**73,909.75**

Payment Report - Fee Code Summary

Transaction Date: **10/01/2023 - 10/31/2023** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFAPD	Arrest Fee - Austin PD 102.011(a)(1), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	30.00	6	0.00	0	0.00	0	30.00	6
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	118.21	25	0.00	0	0.00	0	118.21	25
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	278.57	61	0.00	0	0.00	0	278.57	61
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,924.33	87	0.00	0	0.00	0	4,924.33	87
2020CDF	Compliance Dismissal Fine	60.00	6	0.00	0	0.00	0	60.00	6
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	85.30	10	0.00	0	0.00	0	85.30	10
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,209.97	94	0.00	0	0.00	0	1,209.97	94
2020LTF	Local Traffic Fine (TC 542.403)	117.56	40	0.00	0	0.00	0	117.56	40
2020STF	State Traffic Fine (TC 542.4031)	1,959.43	40	0.00	0	0.00	0	1,959.43	40
2020TPF	Time Payment Fee CCP 102.030	126.63	14	0.00	0	0.00	0	126.63	14
2020WFC1	Warrant Fee - Const Pct 1 CCP 102.011(a)(2), 102.011(e)	100.00	2	0.00	0	0.00	0	100.00	2
ADMIN	Administration Fee [CCP 102.072]	0.81	1	0.00	0	0.00	0	0.81	1
AFCA1	Arrest/Service Fee - Const. Pct. 1	2.02	1	0.00	0	0.00	0	2.02	1
CB	Cash Bond	350.00	2	0.00	0	(100.00)	1	250.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	16.13	1	0.00	0	0.00	0	16.13	1
CCOP	Civil Copies	1.00	1	0.00	0	0.00	0	1.00	1
CERT	Certified Copy	9.00	3	0.00	0	0.00	0	9.00	3
CFINE	County Fine	13,504.50	86	100.00	1	0.00	0	13,604.50	87
CHS	Courthouse Security Fee (CCP 102.017)	1.21	1	0.00	0	0.00	0	1.21	1
CHSJC	JP Security Fee (CCP 102.017)	0.41	1	0.00	0	0.00	0	0.41	1
CONT1	Constable Service Fee Pct #1	24,800.00	243	0.00	0	0.00	0	24,800.00	243
CSSF	Child Safety School Fee (CCP 102.014(c))	50.00	2	0.00	0	0.00	0	50.00	2
DDF	Deferred Disposition Fee	653.00	6	0.00	0	0.00	0	653.00	6
IDF	Indigent Defense Fee (LGC 133.107)	0.80	1	0.00	0	0.00	0	0.80	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	1.61	1	0.00	0	0.00	0	1.61	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	1.61	1	0.00	0	0.00	0	1.61	1
JTP	Juvenile Truancy Program (CCP 102.0174)	2.02	1	0.00	0	0.00	0	2.02	1

Payment Report - Fee Code Summary

Transaction Date: **10/01/2023 - 10/31/2023** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	0.40	1	0.00	0	0.00	0	0.40	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	0.40	1	0.00	0	0.00	0	0.40	1
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.24	1	0.00	0	0.00	0	0.24	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	2.18	1	0.00	0	0.00	0	2.18	1
MISCOP	Miscellaneous Copy Fees	0.75	1	0.00	0	0.00	0	0.75	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,920.00	386	0.00	0	(5.00)	1	1,915.00	387
SB41JCSF	Justice Court Support Fund	9,600.00	386	0.00	0	(25.00)	1	9,575.00	387
SB41LAF	Language Access Fund - LGC 135.155	1,152.00	386	0.00	0	(3.00)	1	1,149.00	387
SB41SCF	State Consolidated Fee	924.00	44	0.00	0	0.00	0	924.00	44
SFMCWV	State Fine - Motor Carrier Weight Violation	1,209.50	3	0.00	0	0.00	0	1,209.50	3
WARC1	Warrant Fee - Constable Pct. 1	20.16	1	0.00	0	0.00	0	20.16	1
WPOSS	Writ of Possession	260.00	52	0.00	0	0.00	0	260.00	52
WSF1	Constable #1 - Writ Service Fee	10,400.00	52	0.00	0	0.00	0	10,400.00	52

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	73,942.75	2,055	100.00	1	(133.00)	4	73,909.75	2,060

Commissioners Court - Regular Session **14.**

Meeting Date: 11/21/2023

Justice of the Peace

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

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Justice of the Peace Precinct 2 October 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/07/2023 03:10 PM
Form Started By: Melissa East		Started On: 11/03/2023 09:01 AM
Final Approval Date: 11/07/2023		

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 Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of October 2023.

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 3 day of November 2023, to certify which witness my hand and seal of office.

Notary Public
in and for the State of Texas

MELISSA EAST
My Notary ID # 128012229
Expires December 8, 2025

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **10/01/2023 - 10/31/2023** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	349.50
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	189.50
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	210.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	6,936.40
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	9,600.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	105.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	95.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	222.41
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	14,526.40
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	663.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	1,874.63
	0100 - General Fund Total:	**34,771.84**
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	8.00
	0361 - JP Security Fund Total:	**8.00**
0368 - JP-2 Truancy Program Fund		
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	10.00
	0368 - JP-2 Truancy Program Fund Total:	**10.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,105.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,105.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	8.00
	0372 - Justice Court Technology Fund Total:	**8.00**

Payment Report - G/L and Fund Summary

Deposit Date: **10/01/2023 - 10/31/2023** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	L-004-2-01-0399-0000-208032: 01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	4.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	80.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	7,929.90
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	147.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	12.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	242.79
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-2-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	3,591.37
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.00
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	50.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-2-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	750.00
	0399 - State Agency Fund Total:	**12,819.16**
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	766.00
	JP BOND Total:	**766.00**
	Fee Totals for All Funds:	**49,488.00**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 10/01/2023 - 10/31/2023 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC2	Arrest Fee - Constable 2 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)	95.00	19	0.00	0	0.00	0	95.00	19
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	242.79	49	0.00	0	0.00	0	242.79	49
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	291.71	60	0.00	0	0.00	0	291.71	60
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	30.00	6	0.00	0	0.00	0	30.00	6
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	7,929.90	130	0.00	0	0.00	0	7,929.90	130
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)	258.21	26	0.00	0	0.00	0	258.21	26
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,874.63	136	0.00	0	0.00	0	1,874.63	136
2020LTF	Local Traffic Fine (TC 542.403)	215.48	73	0.00	0	0.00	0	215.48	73
2020STF	State Traffic Fine (TC 542.4031)	3,591.37	73	0.00	0	0.00	0	3,591.37	73
2020TPF	Time Payment Fee CCP 102.030	222.41	16	0.00	0	0.00	0	222.41	16
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	200.00	4	0.00	0	0.00	0	200.00	4
AB	Abstract	15.00	2	0.00	0	0.00	0	15.00	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
CB	Cash Bond	766.00	2	0.00	0	0.00	0	766.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	80.00	2	0.00	0	0.00	0	80.00	2
CCOP	Civil Copies	1.00	1	0.00	0	0.00	0	1.00	1
CFINE	County Fine	14,526.40	101	0.00	0	0.00	0	14,526.40	101
CHS	Courthouse Security Fee (CCP 102.017)	6.00	2	0.00	0	0.00	0	6.00	2
CHSJC	JP Security Fee (CCP 102.017)	2.00	2	0.00	0	0.00	0	2.00	2
COLLFEE	Collection Agency Fee	349.50	5	0.00	0	0.00	0	349.50	5
CONT2	Constable Service Fee Pct #2	7,600.00	70	0.00	0	0.00	0	7,600.00	70
COPIES	Copies	6.00	1	0.00	0	0.00	0	6.00	1
DDF	Deferred Disposition Fee	402.00	9	0.00	0	0.00	0	402.00	9
FNTC1	Child Safety Seat Fine Trauma Center	50.00	1	0.00	0	0.00	0	50.00	1
IDF	Indigent Defense Fee (LGC 133.107)	4.00	2	0.00	0	0.00	0	4.00	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.00	2	0.00	0	0.00	0	8.00	2

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 10/01/2023 - 10/31/2023 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.00	2	0.00	0	0.00	0	8.00	2
JTP	Juvenile Truancy Program (CCP 102.0174)	10.00	2	0.00	0	0.00	0	10.00	2
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.20	2	0.00	0	0.00	0	1.20	2
JUSFS	Judicial Support Fund - State (LGC 133.105)	10.80	2	0.00	0	0.00	0	10.80	2
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,105.00	221	0.00	0	0.00	0	1,105.00	221
SB41JCSF	Justice Court Support Fund	5,525.00	221	0.00	0	0.00	0	5,525.00	221
SB41LAF	Language Access Fund - LGC 135.155	663.00	221	0.00	0	0.00	0	663.00	221
SB41SCF	State Consolidated Fee	147.00	7	0.00	0	0.00	0	147.00	7
SCH	School District Fine	189.50	3	0.00	0	0.00	0	189.50	3
SFMCWV	State Fine - Motor Carrier Weight Violation	750.00	1	0.00	0	0.00	0	750.00	1
WARC2	Warrant Fee - Constable Pct. 2	100.00	2	0.00	0	0.00	0	100.00	2
WEXEC	Writ of Execution	5.00	2	0.00	0	0.00	0	5.00	2
WPOSS	Writ of Possession	40.00	8	0.00	0	0.00	0	40.00	8
WSEQ	Writ of Sequestration	5.00	1	0.00	0	0.00	0	5.00	1
WSF2	Constable #2 - Writ Service Fee	2,000.00	10	0.00	0	0.00	0	2,000.00	10
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		49,488.00	1,520	0.00	0	0.00	0	49,488.00	1,520

Commissioners Court - Regular Session **15.**

Meeting Date: 11/21/2023

Justice of the Peace 4 October 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, October 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM OCT 2023

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/13/2023 01:14 PM
Form Started By: Veronica Bolander		Started On: 11/09/2023 10:27 AM
Final Approval Date: 11/13/2023		

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 October 2023.

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 8th day of November 2023, to certify which witness my hand and seal of office.

LILLIANA MENDOZA
Notary Public, State of Texas
Comm. Expires 05-11-2025
Notary ID 133094612

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: **10/01/2023 - 10/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		**76,219.62**	**76,219.62**
Total Adjustments Impacting Payments		**(64.00)**	**(64.00)**
Final Fee Code Totals		**76,155.62**	**76,155.62**
Tender Method Summary			
Tender Types	Cash	5,311.00	5,311.00
	Cashier's Check	150.00	150.00
	Certified Payments Credit Card	28,625.50	28,625.50
	Check	1,246.00	1,246.00
	Credit Card	22,837.37	22,837.37
	E-File Credit Card	17,336.75	17,336.75
	Money Order	713.00	713.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **10/01/2023 - 10/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	300.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	709.67
01-0100-0000-207027 - DUE TO TX TOLLWAYS	L-004-4-01-0100-0000-207027: 01-0100-0000-207027 - Due to TX Tollways	(100.60)
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	250.75
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	100.60
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	8,758.91
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	12,000.00
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	138.94
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	456.65
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	29,118.82
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	825.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	2,998.96
	0100 - General Fund Total:	**55,557.70**
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	16.81
	0361 - JP Security Fund Total:	**16.81**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	109.41
	0365 - Child Safety Fund Total:	**109.41**
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	21.03
	0369 - JP-4 Truancy Program Fund Total:	**21.03**
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	1,375.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,375.00**
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	16.82
	0372 - Justice Court Technology Fund Total:	**16.82**

Payment Report - G/L and Fund Summary

Deposit Date: **10/01/2023 - 10/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	8.41
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	168.22
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	13,095.23
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	420.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	16.82
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	25.23
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	227.71
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,650.88
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	8.41
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	125.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	277.80
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	5.14
	0399 - State Agency Fund Total:	**19,058.85**
	Fee Totals for All Funds:	**76,155.62**

Payment Report - Fee Code Summary

Deposit Date: **10/01/2023 - 10/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	28.66	9	0.00	0	0.00	0	28.66	9
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	168.10	44	0.00	0	0.00	0	168.10	44
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	53.58	11	0.00	0	0.00	0	53.58	11
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	820.74	197	0.00	0	0.00	0	820.74	197
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	13,095.23	258	0.00	0	0.00	0	13,095.23	258
2020CDF	Compliance Dismissal Fine	220.00	22	0.00	0	0.00	0	220.00	22
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	243.32	25	0.00	0	0.00	0	243.32	25
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	2,998.96	261	0.00	0	0.00	0	2,998.96	261
2020LTF	Local Traffic Fine (TC 542.403)	279.10	118	0.00	0	0.00	0	279.10	118
2020STF	State Traffic Fine (TC 542.4031)	4,650.88	118	0.00	0	0.00	0	4,650.88	118
2020TPF	Time Payment Fee CCP 102.030	456.65	56	0.00	0	0.00	0	456.65	56
ADTOLL	Administrative Toll Fee due to TXDOT	0.00	0	0.00	0	(100.60)	1	(100.60)	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	6.03	2	0.00	0	0.00	0	6.03	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	15.00	3	0.00	0	0.00	0	15.00	3
CB	Cash Bond	300.00	2	0.00	0	0.00	0	300.00	2
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	168.22	5	0.00	0	0.00	0	168.22	5
CCOP	Civil Copies	11.75	4	0.00	0	0.00	0	11.75	4
CFINE	County Fine	29,118.82	224	0.00	0	0.00	0	29,118.82	224
CHS	Courthouse Security Fee (CCP 102.017)	12.62	5	0.00	0	0.00	0	12.62	5
CHSJC	JP Security Fee (CCP 102.017)	4.19	5	0.00	0	0.00	0	4.19	5
CJS	Criminal Judicial Support Fee (LGC 103.105)	25.23	5	0.00	0	0.00	0	25.23	5
COLLFEE	Collection Agency Fee	709.67	9	0.00	0	0.00	0	709.67	9
CONT4	Constable Service Fee Pct #4	9,600.00	89	0.00	0	0.00	0	9,600.00	89
CRFEEOVER	Criminal Overpayment Fee	0.00	2	0.00	0	0.00	0	0.00	2
CSSF	Child Safety School Fee (CCP 102.014(c))	109.41	5	0.00	0	0.00	0	109.41	5
DDF	Deferred Disposition Fee	221.00	9	0.00	0	0.00	0	221.00	9
FNTC1	Child Safety Seat Fine Trauma Center	125.00	2	0.00	0	0.00	0	125.00	2
IDF	Indigent Defense Fee (LGC 133.107)	8.41	5	0.00	0	0.00	0	8.41	5
JCTF	Justice Court Technology Fee (CCP 102.0173)	16.82	5	0.00	0	0.00	0	16.82	5

Payment Report - Fee Code Summary

Deposit Date: **10/01/2023 - 10/31/2023** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JFR	Jury Reimbursement Fee (CCP 102.0045)	16.82	5	0.00	0	0.00	0	16.82	5
JTP	Juvenile Truancy Program (CCP 102.0174)	21.03	5	0.00	0	0.00	0	21.03	5
OPAY	Over Payments > $10	0.00	0	100.60	1	0.00	0	100.60	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,380.00	277	0.00	0	(5.00)	1	1,375.00	278
SB41JCSF	Justice Court Support Fund	6,900.00	277	0.00	0	(25.00)	1	6,875.00	278
SB41LAF	Language Access Fund - LGC 135.155	828.00	277	0.00	0	(3.00)	1	825.00	278
SB41SCF	State Consolidated Fee	441.00	22	0.00	0	(21.00)	1	420.00	23
SFMCWV	State Fine - Motor Carrier Weight Violation	277.80	5	0.00	0	0.00	0	277.80	5
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
TFC	Traffic	3.00	1	0.00	0	0.00	0	3.00	1
TP	Time Payment Fee	5.14	1	0.00	0	0.00	0	5.14	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	8.41	5	0.00	0	0.00	0	8.41	5
TPWF	Texas P&W Fine	250.75	6	0.00	0	0.00	0	250.75	6
TRANS	Transcript	20.00	2	0.00	0	(10.00)	1	10.00	3
WARC4	Warrant Fee - Constable Pct. 4	110.28	3	0.00	0	0.00	0	110.28	3
WPOSS	Writ of Possession	60.00	12	0.00	0	0.00	0	60.00	12
WSF4	Constable #4 - Writ Service Fee	2,400.00	12	0.00	0	0.00	0	2,400.00	12

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	76,219.62	2,411	100.60	1	(164.60)	6	76,155.62	2,418

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 10/01/2023-10/31/2023

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$2,998.96	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,049.64		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,071.06		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$856.84		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$21.42		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$2,998.96	$2,998.96			100.000000%
Collected	$2,998.96				

Commissioners Court - Regular Session **16.**

Meeting Date: 11/21/2023

Williamson County Jury Plan

Submitted For: Lisa David **Submitted By:** Lisa David, District Clerk

Department: District Clerk

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the approval of the Williamson County Jury Plan submitted by Lisa David, District Clerk, Jury Manager for Williamson County, Texas.

Background

Chapter 62 of the Government Code, Vernon's Texas Code Annotated requires the Jury Manager to file the Jury Plan with the Secretary of State once adopted by the District Judges and upon approval by the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Jury Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/09/2023 01:45 PM
Form Started By: Lisa David		Started On: 11/09/2023 01:28 PM
Final Approval Date: 11/09/2023		

Jury Selection Plan

Williamson County, Texas

1. **STATUTORY AUTHORITY.**

This plan shall comply with all portions of Chapter 62 of the Government Code, Vernon's Texas Code Annotated.

2. **JURY SOURCE .**

The jury wheel for Williamson County, Texas juries must be reconstituted by using, as the source:

(1) the names of all persons on the current voter registration lists from all the precincts in the county; and

(2) all names on a current list to be furnished by the Department of Public Safety, showing the citizens of the county who:

a. hold a valid Texas driver's license or a valid personal identification card or certificate issued by the department; and

b. are not disqualified from jury service under Section 62.102(1), (2), or (8).

Tex. Gov't Code Ann. § 62.001

3. **METHOD.**

Persons called for jury service shall be selected at random with the aid of electronic equipment in a fair, impartial, and objective manner from the source of names required by Section 62.001 of the Government Code and excluding the names of persons listed in a register of persons exempt from jury service, as provided by Sections 62.108 and 62.109.

4. **OFFICIAL IN CHARGE.**

The Clerk of the District Courts in Williamson County, Texas is designated as the officer in charge of the selection process and shall have the duties and authority set forth herein.

5. **DATE OF RECONSITUTION OF JURY SOURCE .**

At a time, each year, on or before January 1st, the jury source shall be reconstituted from a certified list provided by the Secretary of State under the provisions of Section 62.001 of the Government Code.

6. **NOTICE OF JURY SERVICE.**

The Judges of the District and County Courts shall provide in a timely manner to the District Clerk information regarding the required jury panels for the respective courts.

A true and complete list showing names and addresses of the persons summoned to begin jury service on a particular date shall be kept by the District Clerk until said list has been used.

The District Clerk shall summons by first class mail all persons so listed to be called for jury service on such date at least thirty (30) days prior to the date such persons are to begin jury service. The clerk shall supply the computerized summons forms which shall be addressed to all persons selected.

Any authority or duty assigned to the District Clerk herein may be delegated to a deputy or other designee of the Clerk.

7. **GENERAL JURY PANEL.**

A District Judge and County Court at Law Judge may determine the number of prospective jurors that are reasonably necessary for the cases to be tried in their courts.

8. **AMENDMENTS.**

This plan may only be amended by the Commissioners Court of Williamson County, Texas upon recommendation of a majority of the District Judges of Williamson County, Texas.

9. **EFFECTIVE DATE.**

This plan becomes effective upon its adoption and approval by the Commissioners Court. The undersigned majority of District Judges of Williamson County, Texas recommend to the County Commissioners Court that the plan set forth be adopted by you as the plan and procedures for selection of persons for jury service, pursuant to Government Code 62.011.

Hon. Betsy Lambeth
Judge, 425th Judicial District Court
Local Administrative District Judge

Hon. Donna King
Judge, 26th Judicial District Court

Hon. Stacey Mathews
Judge, 277th Judicial District Court

Hon. Sarah Bruchmiller
Judge, 368th Judicial District Court

Hon. Ryan Larson
Judge, 395th Judicial District Court

Hon. Scott K. Field
Judge, 480th Judicial District Court

Plan for procedures for selection of persons for jury service in Williamson County, Texas, pursuant to Government Code, Section 62.011 adopted by the Commissioners Court of Williamson County on this the _____day of _____, 2023.

Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **17.**

Meeting Date: 11/21/2023

Brinegar Listing Agreement Extension Amendment

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on an Amendment to Commercial Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties to extend the listing agreement from its current expiration date of December 31, 2023 to September 30, 2024 in relation to the sale of the commercial real estate located 747 CR 138, Hutto, Texas pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Listing Agreement Extension Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/07/2023 03:11 PM
Form Started By: Hal Hawes		Started On: 11/06/2023 04:06 PM
Final Approval Date: 11/07/2023		

DocuSign Envelope ID: 8F1A6FFA-FD57-47E7-8999-AE443C36B3C5

TEXAS REALTORS

AMENDMENT TO LISTING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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AMENDMENT TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

747 County Road 138, Hutto, 78634

"Owner" means the seller or landlord of the above-referenced Property.

Effective **November 21, 2023**, Owner and Broker amend the above-referenced Listing as follows:

☐ A. The Listing Price in Paragraph 3 of the Listing is changed to: $ _____.

☒ B. The date the Listing ends in Paragraph 4 of the Listing is changed to: **September 30, 2024**.

☐ C. Owner instructs Broker to cease marketing the Property on _____ and to resume marketing the Property on: ☐ (1) receipt of further instructions from Owner; or ☐ (2) _____.
The Listing is not terminated and remains in effect for all other purposes.

☐ D. Paragraph(s) _____ are changed as follows:

Brinegar Properties
Broker's (Company's) Printed Name **9002570** License No.

By: DocuSigned by: Brentley Brinegar 11/6/2023
Broker's Associate's Signature Date

Brentley Brinegar

Seller or Landlord Date

Williamson County Texas - Judge Bill Gravell Jr

Seller or Landlord Date

Commissioners Court - Regular Session **18.**

Meeting Date: 11/21/2023

CAHFC Redwood Apts

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificate of Williamson County relating to the Capital Area Housing Finance Corporation's Tax-Exempt Indebtedness for the Redwood Apartments Project.

Background

This certificate is required by 1 TX A.D.C. §53.229 and must be submitted to the Attorney General of the State of Texas, who must approve all documentation relating to the Bonds prior to their issuance. The certificates sets forth the Williamson County Commissioners Court previously authorized membership in the Capital Area Housing Finance Corporation ("Corporation"); approved the bylaws for the Corporation; has not taken any action to limit the effectiveness of the resolution authorizing the issuance of the Bonds or any way affecting the proceedings relating to the issuance of such Bonds; has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; and, to the best knowledge of the governing body, that no litigation exists in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is a party. The Bonds will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with 1 TX A.D.C. §53.229.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAHFC Redwood Apts Documents

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/09/2023 11:38 AM
Form Started By: Hal Hawes		Started On: 11/09/2023 11:15 AM
Final Approval Date: 11/09/2023		

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

November 1, 2023

Hal Hawes
Williamson County, General Counsel
Office of Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Tax-Exempt Indebtedness
(Redwood Apartments)

Dear Mr. Hawes:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue its tax-exempt indebtedness in an aggregate principal amount not to exceed $10,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of San Marcos, Hays County (the *"Development"*). The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the *"General Certificate"*) for execution by Judge Bill Gravell as the County Judge of the County of Williamson. I have included below for your convenience a description of the legal requirements behind the General Certificate.

Although the Development will be constructed in the City of San Marcos, Texas, 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) requires a General Certificate from each sponsoring political subdivision of the Corporation be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate**.

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute the signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, December 1, 2023.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the *"County"*). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its tax-exempt indebtedness for the Redwood Apartments project issued in one or more series (the *"Bonds"*).

2. The Commissioners Court (the *"Governing Body"*) of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the *"Act"*), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Russ Boles to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Bill Gravell

ATTEST

By_____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

Commissioners Court - Regular Session **19.**

Meeting Date: 11/21/2023

Approval of Agreement for West Proflex from West Publishing Corporation for the County Judge's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing Agreement #202471 for West Proflex Patron Access for Williamson County Law Library with West Publishing Corporation and/or Thomson Reuters Enterprise Centre GmbH for a 36-month term commencing 12.01.23 through 11.30.26, and authorize the execution of the agreement. Year one monthly charge is $378.17, resulting in an annual fee of $4,538.04.

Background

The approval of this purchase will benefit the operations of Williamson County by providing access for judges, attorneys and support staff to case law and other research tools. The expense is funded through 01.0350.0680.003030 for FY24. Year two will be billed $397.08 monthly, and the monthly charge for year three is $416.93. The department point of contact is Andrea Schiele. The company is publicly traded, and does not require a Form 1295.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted West Publishing Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 01:24 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 01:49 PM
Form Started By: Misty Brooks		Started On: 11/14/2023 01:11 PM
Final Approval Date: 11/15/2023		

THOMSON REUTERS

Order Form

Order ID: [redacted]

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

Sold To Account Address
Account #: [redacted]
WILLIAMSON COUNTY LAW LIBRARY
PATRON ACCESS
405 MARTIN LUTHER KING ST
GEORGETOWN TX 78626-4901 US

"Customer"

Shipping Address
Account #: [redacted]
WILLIAMSON COUNTY LAW LIBRARY
PATRON ACCESS
405 MARTIN LUTHER KING ST
GEORGETOWN TX 78626-4901 US

Billing Address
Account #: [redacted]
WILLIAMSON COUNTY LAW LIBRARY
PATRON ACCESS
405 MARTIN LUTHER KING ST
GEORGETOWN, TX 78626-4901
US

This Order Form is a legal document between Customer and

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

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

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

Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Renewal Products

Material #	Renewed Product	Agreement #	Deal ID #	Monthly Charges in effect prior to Renewal Effective Date	Monthly Charges for Initial Renewal Year	Renewal Effective Date	Renewal Term (Months)
40757482	West Proflex	[redacted]		$337.65	$378.17	12/1/2023	36

Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. You are also responsible for all Excluded Charges as defined below If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form

Post Renewal Terms

At the end of the Renewal Term, we will notify you of any change to Charges at least 60 days prior to the start of any subsequent 12-month period. Either of us may cancel the Post-Renewal Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

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

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

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

https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf

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

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

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

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: www.ThomsonReuters.com/DocIntel-PST

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

- HighQ Product Specific Terms http://tr.com/HighQ-PST
- HighQ Information Security Controls http://tr.com/HighQ-InfoSec

Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: http://tr.com/HighQ-SLA

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

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

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: [redacted]

	Williamson County Judge
Signature of Authorized Representative for order	**Title**
Bill Gravell Jr.	November 21, 2023

Printed Name **Date**

This Order Form will expire and will not be accepted after 1/8/2024.

THOMSON REUTERS

Attachment Order ID: [redacted]

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

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: [redacted]
This order is made pursuant to:

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

Order Confirmation Contact (#28)
Contact Name: Schiele, Andrea
Email: andrea.schiele@wilco.org

eBilling Contact
Contact Name Andrea Schiele
Email **andrea.schiele@wilco.org**

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description

Charges During Renewal Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	$378.17	5.00%	$397.08	5.00%	$416.93	N/A	N/A	N/A	N/A	Monthly

Charges During Renewal Term

Pricing is displayed only for the years included in the Renewal Term. Years without pricing in above grid are not included in the Renewal Term. Refer to your Order Form for the Post Renewal Term pricing. The Charges per Billing Frequency for each year of the Renewal Term are as set forth in the grid above.

Commissioners Court - Regular Session **20.**

Meeting Date: 11/21/2023

Authorize Issuing RFP #24RFP18 Consultant to Develop the 2024-2028 HUD Consolidated Five (5) Year Plan and 2024-2025 Annual Action Plan for CDBG

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 proposals for a consultant to develop the HUD Consolidated Five (5) Year Plan for Fiscal Years 2024-2028 and a One (1) Year Annual Action Plan for Fiscal Year 2024-2025, under RFP #24RFP18.

Background

Williamson County is seeking a qualified consultant to develop the a HUD Consolidated Five (5) Year Plan for Fiscal Years 2024-2028 and a One (1) Year Annual Action Plan for Fiscal Year 2024-2025. The funding source is the Community Development Block Grants and Sally Bardwell is the deparrment point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 03:21 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 04:05 PM
Form Started By: Johnny Grimaldo		Started On: 11/08/2023 01:14 PM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **21.**

Meeting Date: 11/21/2023

Approval of Agreement for Secure Continuous Remote Alcohol Monitoring from Recovery Monitoring Solutions, LLC for Pre-Trial Services

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 Agreement #202466 between Williamson County and Recovery Monitoring Solutions, LLC. for Secure Continuous Remote Alcohol Monitoring (SCRAM) services, and authorize the execution of the agreement.

Background

Approval of this agreement would allow Pre-Trial Services to comply with a court order for SCRAM services that will be funded by the county for an indigent defendant ordered to install the device as a condition of release on bond. The cost for services is $9.00 per day. Pre-Trial Services will engage in a review of the individual's indigence status every 90 days to determine if county funding should continue. The length of the agreement is one year. Funding source is 01.0100.0591.004100 as per FY24 budget. Department contact is Jamie Carillo. Recovery Monitoring Solutions, LLC. is a publicly-traded company, which does not require Form 1295.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RMS SCRAM Agreement

Redacted SCRAM Court Order

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 01:59 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 02:16 PM
Form Started By: Misty Brooks		Started On: 11/09/2023 08:26 AM
Final Approval Date: 11/15/2023		

Recovery Monitoring Solutions

SERVICES OPERATIONS CONTRACT

WILLIAMSON COUNTY
PRETRIAL AND COURT SERVICES DEPARTMENT

Continuous Alcohol Monitoring

This Operations Agreement (the "AGREEMENT") is made and entered into by and between **Recovery Monitoring Solutions, LLC ("RMS")** and

Williamson County Pretrial and Court Services Department (**"DEPARTMENT"**)
405 Martin Luther King Jr. Street
First Floor, Justice Center
Georgetown, TX 78626
Phone: (512) 943-1959

Appointment of **RMS.** In accordance with the terms and conditions set forth herein, and in consideration of the payments hereinafter provided, **RMS** is hereby appointed to provide to **Department,** and **RMS** hereby agrees to furnish to **Department,** the Services provided for herein.

Term. This AGREEMENT shall become effective for a one (1) year period beginning on _____ **and ending on** _____ (unless terminated herein under the provisions below). The agreement **shall automatically renew for another one (1) year term for a period not to exceed three (3) total years,** unless either party provides notice to the other of its intent to terminate the agreement not less than thirty (30) days before the end of the then current term.

ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 **RMS** and the **Department** agree to the following rates for **Department** funded services:

ELECTRONIC MONITORING PROGRAM	DEPARTMENT PAY	
	Daily Rate	**Set-Up Fee**
SCRAM CAM Continuous Alcohol Monitoring	$9.00	N/A
SCRAM CAM Ethernet	$.65	N/A

1.2 Certified Provider. **RMS** has been duly certified as a provider for GPS, SCRAM CAM Continuous Alcohol Monitoring System, and the SCRAM Remote Breath Alcohol Testing Device in the State of Texas.

1.3 Services. **RMS** shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, and services (except as may be furnished by the **Department** as specified in writing as part of this agreement) and do all things necessary for, or incidental to, the provision of the services.

1.4 Court Testimony. **RMS** agrees to provide testimony in court, if required, at no additional cost to the **Department** with fourteen (14) calendar days' advance notice.

1.5 Other: **(Specific Requirements for Department Funded Program)**

I. General Duties of **RMS:**

(a) **RMS** may offer, for no additional cost, on-site program training and assistance for the **Department's** staff to explain the procedures for installation, monitoring, maintenance, de-installation and utilization of the monitoring software systems;

(b) **RMS** (844) 909-8555 provides live technical support to assist **Department** staff with questions or issues that may arise with the Continuous Alcohol Monitoring (CAM) and Breath-Alcohol Testing (BAT) programs from 7:00 a.m. to 9:00 p.m., Monday through Saturday including holidays;

(c) **RMS** will monitor defendants/offenders through the web-based, password protected information management system;

(d) **RMS** will provide written reports via e-mail of defendant/offender non-compliance, termination, and any other information requested;

(e) **RMS** shall notify referring authorities of defendant/offender device installation, non-compliance (alcohol detection or confirmed consumption, equipment manipulation/obstructions/tampers, unauthorized device removal, etc.) and provide written reports as required by agreement with the referring agent, typically within twenty-four (24) hours of reporting the act of non-compliance;

(f) **RMS** will provide the **Department** with a monthly SCRAM CAM compliance report for each individual participating in the program;

(g) **RMS** will provide to the **Department** a monthly invoice identifying the defendant/offender's names and number of days monitored under the **Department** funding model;

(h) **RMS** will pay the shipping costs for all equipment distributed to **Williamson County** via standard three (3) day delivery service;

(i) **RMS** will terminate monitoring immediately upon written request from the **Department** and make a good faith effort to recover all equipment within twenty-four (24) hours of deactivation;

(j) **RMS** will abide the sole responsibility for collecting, from the defendant/offender, 100% of the cost for repairing or replacing all lost, damaged or stolen equipment;

(k) **RMS** will bill the defendant/offenders for the replacement and repair costs of all lost, damaged and stolen equipment:

SCRAM CAM Bracelet	$1,300.00
SCRAM CAM Base Station	$ 500.00
SCRAM CAM Multi-Connect	$ 500.00
SCRAM CAM Strap	$ 75.00
SCRAM CAM Power Cord	$ 50.00
SCRAM CAM Phone Cord	$ 10.00
SCRAM CAM Antenna	$ 15.00

(l) **RMS** reserves the right to initiate criminal or civil action against any defendant/offender who is responsible for lost, damaged or stolen equipment.

II. General Duties of the **Williamson County Pretrial and Court Services Department:**

(a) The **Department** will provide the name, job title, and contact information (e-mail address and phone number) for the person or persons designated to receive reports of non-compliance, notification of installation and de-installation, and other administrative and informational reports;

(b) The **Department** will notify **RMS** on or before the date that a different person(s) has been designated to receive the reports identified in paragraph (b) above or any revisions have been made to the existing individual's contact information;

(c) The **Department** will compensate **RMS** for **Department** funded defendants/offenders within thirty (30) days of invoice receipt;

(d) The **Department** will designate staff requiring proper authorization to access the web-based monitoring system;

III. **Limitations and Liabilities**

(a) **RMS** expressly disclaims any warranty that it's service or that its system is impervious to tampering. In no event shall **RMS** be liable for any direct, indirect, special, consequential, or incidental damages in connection with or arising out of the performance or use of the products or services provided under this agreement or any orders hereunder. In no event shall **RMS** assume or bear any responsibility or liability for acts that may be committed by a defendant/offender or persons subject to, using or monitoring the equipment;

(b) **RMS** shall not be liable for any failure or delay in performance of this agreement hereunder which is due in whole or in part to any cause beyond its control;

(c) **RMS** will maintain the right to conduct business development activities with other agencies, Courts, and service providers in **Williamson County**, Texas.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

RMS represents and warrants to and for the benefit of **DEPARTMENT** with the intent that **DEPARTMENT** rely thereon for the purposes hereof, the following:

2.1 Legal Status. **RMS** (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is an LLC, duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT has been duly authorized by all necessary action and will not violate any provision of current law or **RMS's** charter or by-laws. The AGREEMENT has been duly executed and delivered by **RMS** and, assuming due execution and delivery by **DEPARTMENT**, constitutes a legal, valid, and binding AGREEMENT enforceable against **RMS** in accordance with its terms.

2.3 Taxes. **RMS** has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of **RMS** and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under 231.006, Family Code, **RMS** certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to **RMS** will be expended for any consultant fees, honorariums, or any other compensation to any employee of **DEPARTMENT** or for unallowable costs as defined by the **DEPARTMENT**. **RMS** shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, **RMS** warrants that it shall not discriminate against any employee, subcontractor, or defendant/offender on account of race, color, disability, religion, sex, national origin, age, or those who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. **RMS** shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. **RMS** warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with **DEPARTMENT**, and **RMS** has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, **DEPARTMENT** shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III
GENERAL CONDITIONS

3.1 Duties and Obligations. **RMS** shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter affected or implemented.

3.2 Visitation by State Employees. **RMS** shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the **DEPARTMENT** and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the **RMS**.

3.3 No Subcontractors. No subcontractor may be utilized by **RMS** unless **DEPARTMENT** has furnished prior written approval.

3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any defendant/offender through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the defendant/offender's written consent as documented by a signed information release form. **RMS** shall notify **DEPARTMENT** in writing if any legal process requires disclosure of a defendant/offender's record and shall obtain written acknowledgement of same from **DEPARTMENT'S** Authorized Representative.

3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. **DEPARTMENT'S** only obligation for terminating the AGREEMENT pursuant to this section shall be the payment to **RMS** of Payments earned hereunder up to the date of termination. **RMS's** only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither **RMS** nor **DEPARTMENT** shall thereafter be entitled to any other compensation.

3.6 Record Retention. All records shall be the property of **DEPARTMENT**. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the **RMS** for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after **DEPARTMENT** has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, **RMS** will request disposition instructions from **DEPARTMENT**.

ARTICLE IV
ADMINISTRATION AND FISCAL SYSTEM

4.1 Administrative Controls. **RMS** shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expanded under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of **RMS** shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. **RMS** shall not refer defendants/offenders for additional services without prior written approval of the **DEPARTMENT**. **RMS** shall develop and implement written internal policies that may be reviewed by the **DEPARTMENT** to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with **RMS** for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of **RMS** shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of a defendant/offender for treatment or engage in fee-splitting with other professionals.

4.5 Audits. **RMS** agrees to furnish **DEPARTMENT** and/or TDCJ with such information as may be required relating to the Services rendered hereunder. **RMS** shall permit **DEPARTMENT** to audit and inspect records and reports and to evaluate the performance of Services at any time. **RMS** shall provide reasonable access to all records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with **DEPARTMENT** in its performance of random or routine audits to determine the accuracy of **RMS** reports.

4.6 Disclosure. **RMS** is required to immediately or timely, as the case may be, disclose to **DEPARTMENT** and TDCJ-CJAD the following:

(a) If any Person who is an employee or director of **RMS** is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, **RMS** shall provide to **DEPARTMENT** and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

(b) If any Person who is an employee, subcontractor, or director of **RMS** is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;

(c) Report any actions or citations by federal, state, or local governmental agencies that may affect **RMS's** licensure status or its ability to provide Services hereunder.

4.7 Withhold Payments. The **DEPARTMENT** may withhold payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by **RMS**. **RMS** agrees to return any unearned amounts paid by the **DEPARTMENT** within (30) days following the final date of the contract period, or at the **DEPARTMENT'S** option, within thirty (30) days following the **DEPARTMENT'S** delivery to **RMS** a notice that amounts paid are to be returned to the **DEPARTMENT**.

4.8 Accounting Records. **RMS** agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.

4.9 Payments to **RMS**. **RMS** shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive payments from **DEPARTMENT** based thereon, subject to the provisions in this AGREEMENT. **RMS** will provide an itemized list of Services performed during the invoice period, including the names of all defendants/offenders served, the service provided, and the amount of time rendered with each. **DEPARTMENT** agrees to pay **RMS** within thirty (30) days after receipt of the Monthly Invoice.

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, **RMS** must have available for the **DEPARTMENT'S** inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. **RMS** will refund expenditures of **RMS** that are contrary to this AGREEMENT and deemed inappropriate by the **DEPARTMENT** or designee.

ARTICLE V
DEFAULT AND TERMINATION

5.1 Default by **RMS Monitoring Solutions, LLC**. Each of the following shall constitute an Event of Default on the part of the **RMS**:

a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of **RMS** of written notification thereof;

b. (1) Admit in writing its inability to pay its debts;
(2) make a general assignment for the benefit of creditors;
(3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order,
(4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or
(5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated with sixty (60) days after such issuance or levy, and

c. The discovery by **DEPARTMENT** that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of **DEPARTMENT**. Upon the occurrence of an Event of Default by **RMS**, **DEPARTMENT** shall notify **RMS** of such Event of Default, and subject to the time provisions of Section 5.1 hereof, **DEPARTMENT** shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of defendant/offender; (b) suspend payment; (c) taking action to cure the Event of Default, in which case **DEPARTMENT** may offset against any Payments owed to **RMS** all reasonable costs incurred by **DEPARTMENT** in connection with its efforts to cure such Event of Default; and (d) termination and removal of **RMS** as provider of Services. In the event of **RMS's** removal due to an Event of Default, **DEPARTMENT** shall have no further obligations to **RMS** after such removal and in such event, **RMS** agrees to cooperate with **DEPARTMENT** regarding a transition to new provider of Services.

5.3 Default by **DEPARTMENT**. The following shall constitute an Event of Default on the part of **DEPARTMENT**: failure by **DEPARTMENT** to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of **RMS**. Upon an Event of Default by **DEPARTMENT**, **RMS's** sole remedy shall be to terminate this AGREEMENT. Upon such termination, **RMS** shall be entitled to receive Payment from **DEPARTMENT** for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI

INDEPENDENT CONTRACTOR

RMS is associated with **DEPARTMENT** only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, **RMS** is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principle-agent, or to otherwise create any liability for **DEPARTMENT**, the Texas Board of Criminal Justice, the Texas Department of Criminal justice, the State of Texas and its offices, agents, and employees (hereafter, collectively referred to as the "State") whatsoever with respect to the indebtedness, liabilities, and obligations of **RMS** or any other party. **RMS** shall be solely responsible for (and **DEPARTMENT** shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by **RMS**, arising out of **RMS's** association with **DEPARTMENT** pursuant hereto, and **RMS** shall indemnify and hold **DEPARTMENT** harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 Force Majeure. **RMS** and **Department** agree that **RMS** shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, pandemics, acts of God or other cause beyond reasonable control of **RMS** and the **Department**.

7.2 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 Customer 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 Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

7.3 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.4 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.5 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.6 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.7 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage paid.

7.8 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.9 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.10 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

7.11 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.12 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Autumn Ledbetter

Autumn Ledbetter
Vice-President of Business Development
RMS Monitoring Solutions, LLC

Date: 11/08/23

Bill Gravell
County Judge
Williamson County

Date: _____

Recovery Monitoring Solutions

EXHIBIT A

RMS also offers the Following Additional Services:

DRUG PATCH		
FULL SERVICE PROGRAM	**DEPARTMENT PAY**	**OFFENDER PAY**
Drug Patch	$80.00 (Per Application)	$85.00 (Per Application)
Drug Patch Overlay With Application of New Patch	No Charge	No Charge
Drug Patch Overlay Replacement Overlay for Same Patch	$2.00 Each	$2.00 Each

DRUG PATCH	
EQUIPMENT ONLY	**DEPARTMENT PAY**
Drug Patch	$75.00 (Per Patch)

BREATH ALCOHOL TESTING	**DEPARTMENT PAY**
Breath Alcohol Testing	$5.50

Recovery Monitoring Solutions, LLC
9090 North Stemmons Freeway, Suite A
Dallas, TX 75247-3521
(214) 819-1400
Toll Free (844) 909-8555

Recovery Monitoring Solutions

EXHIBIT B

DEACTIVATION PROCEDURES FOR ALCOHOL MONITORING NON-COMPLIANCE

RMS shall adhere to the following procedure to obtain authorization from the referring authority prior to deactivating a defendant/offender for program non-compliance.

A. Day 1 (Initial Day of Alert Receipt).

1. The defendant/offender will be called at all available phone numbers;
2. Instructions necessary to effect alert resolution will be provided;
3. If the individual fails to answer, instructions will be left for him/her to return the call (voicemail or message with person taking the call); and
4. The contact/attempted contact will be documented in the web-based monitoring system's Case Management Notes.

B. Day 2:

1. If the defendant/offender has failed to respond, he/she will be called again with a reminder that his/her failure to resolve the alert will result in notification of the supervising officer on Day 3;
2. If the individual fails to answer, instructions will be left for him/her to return the call (voicemail or message with person taking the call); and
3. The contact/attempted contact will be documented in the web-based monitoring system's Case Management Notes.

C. Day 3:

1. If the defendant/offender continues to ignore RMS's instructions, a third call will be placed to relay the same instructions delivered on Day 2;
2. If the individual fails to answer, instructions will be left for him/her to return the call (voicemail or message with person taking the call);
3. A Non-Compliance Notice letter will be completed and e-mailed to the supervising officer;
4. The contact/attempted contact will be documented in the web-based monitoring system's Case Management Notes.

D. Day 6:

1. If the defendant/offender's non-compliance continues and authorization for deactivation has not been received from the referring authority, a second Non-Compliance Notice letter will be e-mailed to the supervising officer documenting all efforts employed to regain compliance;

2. This action will be documented in the web-based monitoring system's Case Management Notes.

E. Day 9:

1. If non-compliance persists, the procedures outlined in Day 3 will be repeated;

2. All actions will be documented in the web-based monitoring system's Case Management Notes.

F. Post Day 9:

1. If compliance is not regained and authorization for deactivation has not been obtained after delivery of the third Non-Compliance Notice letter, the defendant/offender's file will be transferred to the Weekly Notification List;

2. RMS will continue to accept phone calls and visits from the defendant/offender but will suspend all attempts to initiate contact with him/her;

3. One (1) Non-Compliance Notice letter will be e-mailed to the supervising officer each week until the alert(s) is resolved or deactivation is endorsed by the referring authority.

Recovery Monitoring Solutions, LLC
9090 North Stemmons Freeway, Suite A
Dallas, TX 75247-3521
(214) 819-1400
Toll Free (844) 909-8555

Recovery Monitoring Solutions

EXHIBIT C

MONITORING EQUIPMENT RMS

I. Defendant/Offender Financial Responsibility for Lost, Damaged or Stolen Monitoring Equipment

A. Defendants/offenders are issued equipment in new or like new condition and are expected to return each piece in good working order with only a reasonable amount of wear and tear.

B. Defendants/offenders who lose, steal, damage, or otherwise fail to return equipment will be instructed to reimburse RMS in a lump sum payment or in accordance with the terms of the Equipment Restitution Schedule. This includes those articles lost – even as a result of the defendant/offender's incarceration – or destroyed due to theft, fire, accidents, or any other event beyond the defendant/offender's control.

C. Lost/Stolen Equipment: A significant, pre-determined portion of the value of the device and its key components (base station, multi-connect, beacon, etc.) shall be collected prior to issuance of another piece. Restitution for the remaining amount is due in three or fewer payments of equal sums. Before obtaining ancillary items such as straps, chargers, carrying cases, and power cords, defendants/offenders shall render the entire cost in full.

D. Damaged Equipment: Defendants/offenders shall pay a minimum $75.00 non-refundable fee (or more if the manufacturer's repair costs exceed that amount) prior to receipt of a replacement device for one that has been damaged. NOTE: This charge may be waived at the discretion of RMS.

E. Malfunctioning Equipment: If returned within the first 30 days, defendants/offenders will not be charged for replacement of malfunctioning equipment that bears no evidence of damage.

II. Defendant/Offender Legal Liability for Lost, Damaged or Stolen Monitoring Equipment

A. If any equipment remains unaccounted-for that was last known to be under the defendant/offender's control, RMS reserves the right to initiate the process of having criminal charges filed, in the county where installation took place, against defendants/offenders who fail to reimburse the company for lost, damaged or unreturned equipment.

B. Attempt will be made to contact the defendant/offender at all phone numbers and e-mail addresses provided in the Program Participant Contract.

C. Thirty (30) days following issuance of an-unreturned equipment invoice to the defendant/offender, a First Letter will be mailed to his/hers last known address to warn that criminal charges may be filed if the equipment is not returned or reimbursement rendered within a reasonable period of time. The value of each missing piece shall be identified in the letter.

D. If the account is not reconciled within thirty (30) additional days, a certified Demand Letter will be delivered stating that criminal charges for Theft of Service will be filed if the equipment is not returned or reimbursement rendered within ten (10) days. The value of each missing piece shall be identified in the letter.

E. If the account is not reconciled within thirty (30) additional days or any returned equipment bears evidence of damage, the certified Demand Letter, Affidavit of Fact (Complaint), and a signed copy of the Program Participant Contract will be presented to the proper authorities and request the filing of criminal charges.

III. Defendant/Offender Civil Liability for Lost, Damaged or Stolen Monitoring Equipment

A. If returned equipment is not operating within the manufacturer's specifications or exhibits a degree of wear and tear that is deemed to be excessive, RMS reserves the right to pursue civil action as follows:

1. Obtain written documentation of the manufacturer's estimated cost for equipment repair or replacement;

2. Obtain photographs from the manufacturer, if applicable, showing the damaged parts;

3. Invoice the defendant/offender for the actual cost of repair or replacement as determined by the manufacturer; and

4. Request imposition of a special condition requiring restitution for equipment repair or replacement costs during the term of the defendant/offender's period of supervised release or probation.

Filed: [redacted]
Lisa David, District Clerk
Williamson County, Texas
[redacted]

[redacted]

STATE OF TEXAS	§	**IN THE 277th DISTRICT COURT**
	§	
V.	§	**OF**
	§	
[redacted]	§	**WILLIAMSON COUNTY, TEXAS**

MOTION TO MODIFY BOND CONDITIONS

[redacted] requests the bond condition of SCRAM be funded by the County.

I. On [redacted], [redacted] was arrested for the offense DRIVING WHILE INTOXICATED 3RD OR MORE IAT and was released on bond with the condition of SCRAM upon release.

II. [redacted] is unable to afford the costs of SCRAM due to financial reasons. See attached Affidavit of Inability to Pay for SCRAM. (**Exhibit A**)

III. [redacted] requests that the County fund SCRAM as a condition of her bond.

WHEREFORE, PREMISES CONSIDERED, [redacted] prays that the conditions of bond be modified as requested herein.

Respectfully Submitted,

[redacted]
Attorney for [redacted]
State Bar No. [redacted]

[redacted]

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Motion to Modify Bond Conditions was served upon the Williamson County District Clerk's office via efile on [redacted]

[redacted], Attorney for [redacted]

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

[redacted]

Filing Code Description: Motion
Filing Description: Motion to Modify [redacted]
Shane Sylestine
Status as of 10/24/2023 8:57 AM CST

Associated Case Party: [redacted]

Name	BarNumber	Email	TimestampSubmitted	Status
[redacted]		[redacted]	[redacted]	SENT

Filed: [redacted]
Lisa David, District Clerk
Williamson County, Texas
By: [redacted]

[redacted]

STATE OF TEXAS	§	**IN THE 277th DISTRIC COURT**
	§	
V.	§	**OF**
	§	
[redacted]	§	**WILLIAMSON COUNTY, TEXAS**

ORDER ON MOTION TO MODIFY BOND CONDITIONS

Having heard and considered the financial conditions of the defendant in the above numbered and styled cause, this court hereby amends the defendant's ordered conditions of bond for the SCRAM Device to be county funded. if eligible after a financial study/review by the pre-trial department.

Signed on _____ [redacted] __, 2023.

_____
JUDGE PRESIDING

Envelope# [redacted]

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

[redacted]

Envelope ID: [redacted]
Filing Code Description: Proposed Order
Filing Description: Proposed Order to Modify Bond Conditions, Env# [redacted] sent to Court's Queue
Status as of [redacted]

Associated Case Party: AshleyAnneHogate

Name	BarNumber	Email	TimestampSubmitted	Status
[redacted]		[redacted]	[redacted]	SENT

Commissioners Court - Regular Session **22.**

Meeting Date: 11/21/2023

Approval of Amended Electronic Bidding and Contract Management Software Contract Update with Bonfire Interactive Ltd. for Purchasing Department

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving amended agreement #202417 for Electronic Bidding and Contract Management software with Bonfire Interactive Ltd., for an annual amount of $51,549.99, as per DIR contract #DIR-TSO-4363, and authorizing the execution of the amended agreement.

Background

The Bonfire subscription is for the software utilized by the Purchasing Department for electronic issuance and receipt of solicitations as well as contract management. In 2021, a two-year contract was approved. Due to an additional staff position, an additional license was added. To avoid an annual price increase, a 4-year contract was approved in Commissioner's Court on 4.12.2022, which locked in the annual pricing for the term of forty-eight (48) months. This amendment to the contract corrects the total dollar amount for the 4-year contract. Funding source is 01.0100.0503.004505 as per FY24 budget. Department contacts are Kerstin Hancock and Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bonfire Redacted agreement

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	11/15/2023 10:41 AM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 11:51 AM
Form Started By: mary.watson		Started On: 11/02/2023 08:03 AM
Final Approval Date: 11/15/2023		

DocuSign Envelope ID: AEB4C159-93F6-47C2-A2B2-023F28D39FBD

ORDER FORM

[redacted]

Expiry Date 30/09/2022

Williamson County, TX	**Bonfire Interactive Ltd**
710 Main Street	121 Charles St. W. #C429
Georgetown Texas 78626	Kitchener ON N2G 1H6
United States	Canada
Kerstin Hancock	Ryan Hamill
khancock@wilco.org	rhamill@gobonfire.com

Start Date: 01/10/2022 **End Date:** 30/09/2026 **Subscription Term:** 48

Subscription Products	Quantity
Bonfire Strategic Sourcing Platform eSourcing • Solicit, receive, and evaluate bids and RFx online • Organize and distribute RFx documents with digital scorecards for online evaluation • Make vendor submissions easier and more compliant with a simple upload experience • Maintenance/Hosting and access to all associated releases and upgrades included • Unlimited projects, evaluators, and vendors Price-Only Bidding • Quickly create bids online and engage vendors • Automatically tabulate and sort offers and review associated documents • Award bids online with an option to publish a public award notice Bonfire Benchmarking • View industry insights, data benchmarks, and templates gathered from over 40,000 bids and RFPs to make datadriven decisions. Product Support and Ongoing Coaching and Training • Fast and friendly product support available to all your buyers, evaluators, and vendors - Mon-Fri 8am - 8pm ET • Regular check-ins from your dedicated customer success manager to share best practices and provide ongoing coaching and product training	11 Seats
Bonfire Questionnaires Module • Use templates to collect qualitative and quantitative vendor data for side-by-side comparison and auto-scoring	1

Bonfire Bid Tables Module • View vendor pricing side-by-side, filter, sort, and perform what-if analyses to optimize vendor selection	1
Bonfire Contract and Performance Management Bundle • Manage contracts and their associated documents, milestones, and key dates along with vendor performance surveys to maximize contract value	1
Contracts Storage • Store contracts with Contract Management	1000
Bonfire Approvals Module • Bring your existing Approvals Process into Bonfire for consolidated visibility, turnkey compliance and improved Stakeholder engagement	10

Subscription Products	Quantity
Bonfire Price-Only Bidding Site License for Unlimited Users • Quickly create bids online and engage vendors • Automatically tabulate and sort offers and review associated documents with pass/fail criteria • Award bids online with an option to publish award notice • Full Access to Bonfire Benchmarking • Full Access to Product Support and Ongoing Coaching and Training	1

Pricing Overview	Annual Amount	Term Amount
Subscriptions	USD 51,549.99	USD 206,199.96
Services		USD 0.00

Annual Rate Increase: WAIVED

Current Order Amount (before taxes): USD 206,199.96

Currency: USD
Billing Cycle: Annual
Payment Terms: Net 30
Data Location: United States

Quote Comments:
- Annual 3.5% Increase has been waived due to multi-year agreement. Invoices to be split up annually.

- Includes all internal users including suppliers, data analysts, managers, administrators, evaluators & advisor/client roles for theorganization
- Includes implementation, training, unlimited projects, support, submissions, and cloud storage
- Bonfire services including account activation and implementation to start immediately upon receiving signed order form

Please complete the questions below:

PO Number:
If a purchase order (PO) is required for the purchase of the products on this order form please provide it. If a PO is not required on your company's invoice, please enter N/A.

AP Contact Person's Email:

Invoicing Address Same as Above:

Tax Exemption Status:

Your order will be taxed using the applicable tax rate for your invoicing address. Your invoice will reflect the final total taxes effect at time of invoicing.
All sales are considered subject to sales tax unless the applicable exemption documentation has been received by Bonfire prior to invoicing.

Customer Signature	Bonfire Signature: DocuSigned by: Nick Thermenos F71575862ED44CA...
Name:	Name: Nick Thermenos
Title:	Title: CRO
Date:	Date: 10/26/2023

TERMS & CONDITIONS

The Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed at:https://dir.texas.gov/View-Search/ContractsDetail.aspx?contractnumber=DIR-TSO-4363&keyword=bonfire (the“Agreement”). Please reference DIR Contract Number DIR-TSO-4363 on your purchase order.

All remittance advice and invoice inquiries can be directed to billing@gobonfire.com. Please feel free to contact us if you have any questions.
THANK YOU FOR YOUR BUSINESS!

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1092503

Date Filed:
11/08/2023

Date Acknowledged:
11/08/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GTY Software Inc., dba Bonfire Interactive Ltd.
Oakville Ontario Canada

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202112
eProcurement/electronic bidding and procurement software and implementation services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GTY Technology Holdings Inc.	Boston, MA United States	X	
Kerr, Justin	Oakville Ontario Canada	X	
Crocker, Rob	Oakville Ontario Canada	X	
Smolen,	Oakville Ontario Canada	X	
Amburgey, Tom	Oakville Ontario Canada	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1092503

Date Filed:
11/08/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GTY Software Inc., dba Bonfire Interactive Ltd.
Oakville Ontario Canada

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202112
eProcurement/electronic bidding and procurement software and implementation services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GTY Technology Holdings Inc.	Boston, MA United States	X	
Kerr, Justin	Oakville Ontario Canada	X	
Crocker, Rob	Oakville Ontario Canada	X	
Smolen,	Oakville Ontario Canada	X	
Amburgey, Tom	Oakville Ontario Canada	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is SARAH PLAYFORD, and my date of birth is [redacted].

My address is 20 ELLIS CRES N. (street), WATERLOO (city), ON (state), N2J 3N3 (zip code), CANADA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in THE REGION OF WATERLOO County, State of ONTARIO, on the 8TH day of NOV (month), 20 23 (year).

Sarah Playford
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **23.**

Meeting Date: 11/21/2023

Approval of Information Release Agreement with Texas Workforce Commission for Constable Precinct One

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 agreement #202462 between Williamson County and Texas Workforce Commission for database access for a total of $3,000.00, and authorizing the execution of the agreement.

Background

This agreement allows Constable Precinct One to use Texas Workforce Commission information to assist in criminal investigations, to assist in locating defendants, witnesses and fugitives in criminal cases and to assist in locating persons with outstanding warrants. This is a two-year agreement, at $1,500.00 annually, with three optional renewals. Term is 12.01.23-11.30.25. Funding Source is 01.0100.0551.004210 as per FY24 budget. The department point of contact is Deputy Chief Patrick Youngren.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted TWC Information Release Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 09:38 AM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 10:21 AM
Form Started By: Misty Brooks		Started On: 10/31/2023 04:20 PM
Final Approval Date: 11/15/2023		

TEXAS WORKFORCE COMMISSION

TWC Contract Number	[redacted]

TITLE	INFORMATION RELEASE CONTRACT
Recipient	
Name	**Williamson County for the benefit of Williamson County Precinct 1**
Street Address	**1801 E. Old Settlers #105**
City/State/Zip	**Round Rock, TX 78664**
Telephone Number	**(512)- 244-8650**

Contract Period

This Contract shall begin on December 1, 2023 ("Begin Date") and shall terminate on November 30, 2025("End Date"), unless all parties have not executed this Contract before December 1, 2023, in which case the Begin Date will be the date on which the last signature occurs. With mutual consent of the parties, this contract may be renewed for subsequent terms but with a maximum of three (3) renewals. The entire term of this contract must not exceed five (5) years.

Funding Information

The total amount of this Contract will not exceed the sum of	**$3,000.00**

Remarks

This Contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Contract and any referenced attachments.

Summary

Information to be provided by TWC will include:
- wage records (WR),
- unemployment compensation claim benefit data (UI),
- employer master file (ER) inquiry.

Type of Access:
Online access only

Number of online users and rate:
1-10 for $1,500/year

TEXAS WORKFORCE COMMISSION
PERFORMING AGENCY CONTRACT

Signature Authority	
Each person signing this Contract hereby warrants that he or she has been fully authorized by the respective organization to: • Execute this Contract on behalf of the organization, and • Validly and legally bind the organization to all the terms, performances, and provisions of this Contract.	
Agency Approval	**Recipient Approval**
Agency: **Texas Workforce Commission** 10/17/2023 John Greytok Date Senior Adviser to the Executive Director	Recipient: **Williamson County for the benefit of Williamson County Precinct 1** Bill Gravel Date County Judge

TABLE OF CONTENTS

General Terms and Conditions	
Section 1	Purpose and Legal Authority
Section 2	Term, Termination, and Amendment
Section 3	Consideration
Section 4	Protecting the Confidentiality of TWC Information
Section 5	Records and Audit
Section 6	Breach of Agreement, Default, and Remedies
Section 7	Miscellaneous
Appendix 1	Prohibited Technology Letter
Attachment A	Statement of Work – Project Obligations
Attachment B	Safeguards for TWC Information
Attachment C	Texas Workforce Commission User Agreement
Attachment D	Cover Sheet for Transmitting User Agreement and Training Certificate
Attachment E	*Intentionally omitted*
Attachment F	Certificate of Destruction for Contractors and Vendors
Attachment G	Quarterly Self-Assessment Report
Exhibit 1	TWC Data Exchange Request and Safeguard Plan

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT

GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

1.1 This Contract sets forth the obligations of the Texas Workforce Commission ("Agency") and the Recipient identified on the cover page (each a "Party" and together "the Parties") with respect to Agency's release of confidential data to Recipient. The obligations of the Parties are set forth in detail in **Attachment A.**

1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 – Term, Termination, and Amendment

2.1 This Contract is effective from the Begin Date to the End Date specified on the cover page.

2.2 Either Party may suspend or terminate this Contract at any time, on written notice to the other Party specifying a termination date at least thirty (30) calendar days after the date of the notice. Suspension or termination shall not relieve Recipient of the obligation to pay for all services provided before suspension or termination at the rates specified herein. Recipient shall not be entitled to any refund of the annual subscription fee if access to Agency records is online.

2.3 No modification will be valid unless in writing and signed by both Parties, except for rate revisions made under Section 3.2 of these General Terms and Conditions.

SECTION 3 – Consideration

3.1 Recipient shall pay Agency for the services described, and at the rates set forth, in the Funding information and Summary sections on page 1 of this contract.

3.2 Notwithstanding Section 3.1 of these General Terms and Conditions, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

SECTION 4 – Protecting the Confidentiality of TWC Information

4.1 "TWC Information" means records maintained by Agency, and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into

another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

4.2 Recipient shall protect the confidentiality of TWC Information and comply with all statutory, regulatory and contract requirements. Confidentiality is required by Texas Labor Code §§ 301.081 and 301.085, the Social Security Act of 1934, and 20 Code of Federal Regulations (C.F.R.) Part 603.

SECTION 5 – Records and Audit

Recipient shall keep and maintain complete and accurate records sufficient to allow Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Recipient's compliance with this Contract.

SECTION 6 – Breach of Agreement, Default, and Remedies

6.1 If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this Contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any data requests being processed) until Agency is satisfied that corrective action has been taken to assure there will be no future breach.

6.2 In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with Contract requirements, Agency shall terminate this Contract immediately and Recipient shall surrender to Agency all TWC Information that has not previously been returned to Agency, and any other records relevant to this Contract.

6.3 Termination of this Contract under Section 6.2 of these General Terms and Conditions will not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of TWC Information.

6.4 Agency shall undertake any other action under this Contract or under any law of this State or of the United States, to enforce this Contract and to secure satisfactory corrective action and return of TWC Information.

6.5 Agency shall take other remedial actions permitted under state or federal law to enforce this Contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this Contract and responding to Recipient's breach.

SECTION 7 – Miscellaneous

7.1 Texas Labor Code § 301.085 provides that unemployment compensation records are not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or any other law, regulation, or ordinance addressing public access to government records.

7.2 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations at 20 C.F.R. § 603.7 dictate the handling of subpoenas for TWC Information.

7.3 This Contract is made in and performed in the State of Texas, and shall be construed, interpreted, and applied in accordance with the laws of the State of Texas, excluding its choice of law rules. Venue of any court action brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**

7.4 Agency's failure to enforce any provision of this Contract does not constitute a waiver of that provision or any other.

7.5 Recipients agrees to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs arising or resulting from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of TWC Information.

7.6 Recipient shall be responsible and liable for any damages resulting from a breach by Recipient including damages and losses of third parties. Recipient shall reimburse Agency for any costs incurred by Agency in reimbursing third parties damaged by Recipient's breach and costs incurred in attempts by Agency to limit third party losses resulting from Recipient's breach.

7.7 Recipient agrees to accept liability for any damage to Agency's hardware, software, or TWC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Recipient, whether or not the individual was an authorized User under this Contract.

7.8 If any provision of this Contract is held to be unenforceable by a court, this Contract will be construed as if such provision did not exist, and the unenforceability of such provision will not render any other provisions of this Contract unenforceable.

7.9 This Contract is the entire agreement between the Parties.

7.10 The subject headings used in this Contract are for convenience only and are not intended to expand or limit meanings.

7.11 Attachments listed in the Table of Contents are incorporated in their entirety as terms and conditions of this Contract.

7.12 The following provisions survive the expiration or earlier termination of this Contract: Sections 4.2, 5, 6.2, 6.3, 7.1, 7.2, 7.5, 7.6, and 7.7 of these General Terms and Conditions; Sections 3.3.3, 3.3.4, and 3.3.5 of Attachment A; and Attachment B.

Appendix 1

Notice of Term Inclusion to Comply with Law

Per the Terms and Conditions of your contract, changes in law are automatically incorporated into contracts. During the session, the legislature passed a bill to protect Texas' sensitive information and critical infrastructure from vulnerabilities presented by the use of TikTok and other prohibited technologies on devices used to conduct state business. This notice is provided to assist you in complying with this change in the law by providing the relevant provision to supplement the Terms and Conditions of your contract.

Prohibited Technologies: Vendor represents and warrants that neither Vendor, Vendor's employees, nor Vendor's contractors will use personal devices for conducting state business. Vendor represents and warrants that it will prohibit its employees or contract workers from using any device to conduct state business that contains, accesses, or consists of any prohibited technology. Vendor represents and warrants that no device that contains, accesses, or consists of any prohibited technology will be in the vicinity of a device conducting state business on behalf of the Vendor.

A. Vendor shall implement a written policy banning the prohibited technology as described in this section and present a copy of said policy to TWC within thirty (30) days after Contract execution and within ten (10) days after any amendment to the Vendor's prohibited technology policy.

B. For the purpose of this section, personal device means a device that is (1) not owned or controlled by the vendor or TWC; or (2)not used primarily for business purposes. State business means the same as in the TWC Prohibited Technologies Security Policy:https://twc.texas.gov/files/policy_letters/attachments/29-22-ch1-att2-twc.pdf. Prohibited Technology means the software and hardware products listed on the Department of Information Resources (DIR) webpage located at:https://dir.texas.gov/information-security/prohibited-technologies. Vendor is responsible for periodically checking this list and remaining in compliance with additions.

Attachment A

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND WILLAMSON COUNTY FOR THE BENEFIT OF WILLIAMSON COUNTY PRECINCT 1

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.

1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information, as defined in Attachment B, item 1, solely for the Limited Purpose(s) listed in the Request and Safeguard Plan and associated correspondence which is incorporated into this Contract and marked as Exhibit 1. Recipient warrants that all statements and information in Exhibit 1, Request and Safeguard Plan and associated correspondence true and correct to the best of my knowledge and understands that their organization is bound by the representations in Exhibit 1. Any other use of TWC Information by Recipient is a breach of this Contract.

1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Description of TWC Information Disclosed and Method of Access. Agency agrees to provide access to the TWC information requested and via the method as described in Exhibit 1.

2.2 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

2.3 Method of transfer. Agency will transfer TWC Information to Recipient only as specified in the Request and Safeguard Plan or by other methods approved in writing in advance by Agency Chief Information Security Officer or his/her designee.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

3.1.1 Direct Oversight of Users. Recipient shall ensure that all individuals with online access through user TWC system log-in accounts ("Users,") are direct Recipient employees.

3.1.2 Annual Fee and Payment. Recipient shall pay Agency the annual subscription fee applicable to the access identified in Exhibit 1, Request and Safeguard Plan. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) calendar days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. If access identified in the Request and Safeguard Plan in Exhibit 1 is for multiple years, the Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) calendar days of the beginning of each contract year. If the contracting entity is a city or county, also known as a "local entity", Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.

3.1.3 User Documents. All prospective online Users must execute a Texas Workforce Commission User Agreement ("User Agreement"), Attachment C, and complete online TWC Cybersecurity Awareness Training ("Security Training").

3.1.4 User Document Submission and Maintenance. Before Agency EAGLE Administration will invite a prospective User, Agency EAGLE Administration must receive from Recipient Contact Person (designated in Exhibit 1, Request and Safeguard Plan) a copy of the completed Texas Workforce Commission User Agreement ("User Agreement"), Attachment C and the Security Training certificate with a completed Transmittal Cover Sheet ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements, which are subject to on-site and desk review audits**.**

3.1.5 Annual User Renewal. For multi-year, extended, and new contracts continuing, extending, or replacing a prior contract with online access, each year, on the first day of the month following the anniversary of the Begin Date the Recipient Contact Person shall provide new User Agreements and the Security Training certificate. The User Agreements and Security Training certificates shall be submitted with a completed Cover Sheet no earlier than 30 days before the first day following the anniversary of the Begin Date. The User Agreements and Training Certificates shall be executed and dated no more than thirty (30) calendar days before submission. Failure by Recipient Contact Person to timely provide annual User Agreements, shall result in Agency terminating User access.

3.1.6 Notice of User Employment Change. Recipient Contact Person shall notify Agency EAGLE Administration within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.

3.1.7 Monthly Review. For contracts with over twenty-five (25 users), Recipient Contact Person shall review the list of current Users monthly to ensure that the Users have not left employment or changed job duties or otherwise no longer need access. Recipient shall document their process for comparing the current users list with the list of employees needing access. The

documentation of the review process should be maintained on file for review by Agency upon request.

3.1.8 Notice of Suspected Violations. Recipient shall notify Agency of any suspected or confirmed User violation of the confidentiality and security provisions within twenty-four (24) hours of discovery and shall take appropriate corrective action.

3.1.9 Changes to TWC Information Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.1.10 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Offline Access. If Offline access is selected in Exhibit 1, Request and Safeguard Plan, the provisions of this section apply.

3.2.1 Offline Request Submission. For matches of wage records to SSNs, unemployment compensation claim benefit data to SSNs, or employer tax records to EIDs or FEINs, to be performed by Agency staff, Recipient shall submit a completed *Request for Texas Workforce Commission Records*, Attachment E, with the file of SSNs, EIDs, or FEINs to be matched. Recipient shall submit the file electronically in compliance with the Information Technology Department contract listed on Exhibit 1, Request and Safeguard Plan. Agency shall not be responsible for the confidentiality of any information submitted by Recipient.

3.2.2 Offline Rates. Rates for Offline requests are calculated on a per-request basis as specified in Exhibit 1, Request and Safeguard Plan.

3.2.3 Payment. Recipient's payment is due within thirty (30) calendar days of receipt of invoice for information requested Offline.

3.2.4. Tracking of Offline Access. Each quarter, the Recipient shall submit to the Agency Point of Contact a list of the data requests made and data received during the prior quarter including information necessary for identifying each transfer of data, whether a match against Recipient data, a scheduled transfer, or a transfer upon request. The quarterly filing dates are January 15, April 15, July 15, and October 15.

3.3 Additional Requirements.

3.3.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B. Failure to comply with any requirement of Attachment B is a breach of this Contract.

3.3.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security safeguard provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

3.3.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

3.3.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation, and audit by Agency.

3.3.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.

3.3.6 Self-Assessment Report. Recipient shall submit to Agency a fully executed *Quarterly Self-Assessment Report*, Attachment G, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 15, April 15, July 15, and October 15. Each report must be completed after the end of the prior calendar quarter and must have been signed within fifteen (15) days preceding submission. Failure by Recipient to submit to Agency a timely Quarterly Self-Assessment Report may result in the following consequences: the first instance of a late Quarterly Self-Assessment Report shall result in a late notice being issued by TWC. A failure by Recipient to timely respond to the first late notice by the time specified in the notice or Recipient receiving a second late notice, may result in TWC terminating the Contract for cause.

3.3.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.

3.3.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.

3.3.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

3.3.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the primary liaisons as specified in Exhibit 1. Request and Safeguard Plan.

Agency Contact Person

Contract Management Team
External Data Exchange Contracts (EDE)
Procurement and Contract Services Department
Texas Workforce Commission
1117 Trinity Street, Room 342T
Austin, TX 78701

Phone: (737) 400-5482
Fax: (512) 936-0219
Email: DEContracts@twc.texas.gov

4.2 Notice. Any notice required under this Contract must be given to the Recipient's Contact Person specified in Exhibit 1. Request and Safeguard Plan or the Agency Contract Person.

4.3 Notice to Alternate. If Recipient designates an alternate Contact Person in Exhibit 1, Request and Safeguard Plan, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.

4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.

4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

SECTION 5 – Parties Option for Extension and Effect on Other Contracts

The Parties agree that this Contract supersedes and replaces all prior contracts, if any, between them for information release or data sharing as specified in Exhibit 1. Request and Safeguard Plan.

Attachment B

SAFEGUARDS FOR TWC INFORMATION

1. "Recipient" in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

   "TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files, or data compilations.

2. Monitoring. Recipient shall monitor its Users' access to and use of TWC Information and shall ensure that TWC Information is used only for the following "Limited Purpose" as set forth in Exhibit 1, Request and Safeguard Plan. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.

3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.

4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.

5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.

6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.

7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose(s) is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, in accordance with Attachment F, *Certificate of Destruction for Contractors and Vendors,* which is attached to this Contract and incorporated for all purposes.

8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.

9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.

10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
    10.1 to any contract employee of Recipient or any individual not employed by Recipient;

    10.2 to another government entity, including a law enforcement entity;

    10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

11. Authorized Disclosure. TWC Information may only be disclosed:
    11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose(s); and

    11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.

12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.

13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.

14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.

15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.

16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.

17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.

18. Federal Regulation. Recipient shall comply with all requirements of *Safeguards for TWC Information as required by 20 CFR Part 603 and* this Contract relating to safeguarding TWC Information and ensuring its confidentiality.

19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.

20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.

21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.

22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least 256-bit AES encryption and the current FIPS 140 series encryption standards.

23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.

24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

Attachment C

TEXAS WORKFORCE COMMISSION USER AGREEMENT

I, _____

(User's Printed Name) (User's Social Security Number)

_____

(User's work phone number) (Print User's work street address)

_____

(Print User's employer) (Print User's work email)

acknowledge that I will be assigned a personal User ID and password to gain access to the Texas Workforce Commission (TWC) computer system. Under no circumstances will I allow my User ID or password to be used by any other individual, nor will I use one belonging to anyone else. As an online User with access to confidential TWC data ("TWC Information"), I understand that I will be held personally accountable for my actions and for any activity performed under my User ID. I understand that the use of TWC Information is limited to the following "Limited Purpose(s)" only: to assist in criminal investigations and to assist in locating defendants, witnesses, and fugitives in criminal cases I understand that TWC maintains a record of the individuals and employers whose TWC Information I gain access to, and that I am not allowed access to TWC Information about any individual or employer except as necessary for the Limited Purpose(s). I understand that I am not allowed access to TWC Information about myself.

I will not enter any unauthorized data or make any changes to data. I will not disclose any TWC Information orally, electronically, in written or printed form, or in any other manner without prior written authorization from TWC. I will not disclose any TWC Information to other governmental entities, including law enforcement entities.

I understand that under Texas Labor Code §301.085, all TWC Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of TWC Information that reveals: (1) identifying information regarding any individual or past or present employer; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer. This offense is punishable by as much as a year in jail, a fine up to $4,000, or both.

I understand that under Texas Penal Code §33.02(a), it is a criminal offense to knowingly access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by confinement in jail for up to 180 days or up to 99 years or life in prison, a fine of up to $2,000 or up to $10,000, or both.

I have read and had explained to me the confidentiality and security requirements of 20 C.F.R. § 603.9 and of my employer's contract with TWC. I understand and agree to abide by these requirements. I understand that if I violate any of these requirements or any provision of this User Agreement, I will jeopardize my employer's contract with TWC.

_____

Signature of User Date signed

Supervisor Approval: I have instructed the User listed above about all confidentiality requirements applicable to TWC Information obtained under the contract with TWC, including the requirements of 20 C.F.R. § 603.9 and the sanctions specified in the Contract and in state law for unauthorized disclosure of TWC Information.

_____

Signature of Supervisor Printed Name Date signed

Approval of Contract Signatory or Contact Person named in Contract:

_____

Signature of Contract Signatory or Recipient Contact Person Printed Name Date signed

All fields on this User Agreement are required. Employer must retain signed original and give a copy to User. Employer must send copy of executed User Agreement to TWC EAGLE Administration as specified on the required Cover Sheet, Attachment D to this Contract. An incomplete User Agreement will be rejected.

Attachment D

TRANSMITTAL COVER SHEET
FOR NEW USER AGREEMENTS AND TRAINING CERTIFICATES
AND EXISTING USER TRAINING CERTIFICATES

To: **EAGLE Administration**

___ via email to: EAGLEsupport@twc.texas.gov
(Document must be scanned and **encrypted** before sending)

___ via fax to: **512-463-6394**
Number of pages including cover sheet: _____

___ via mail to: **EAGLE Administration**
Texas Workforce Commission
101 East 15th Street, Room 0108
Austin, TX 78778-0001

From: _____ (Recipient Contact Person)

_____ (Recipient Contact Person email)

Re: **User Agreement(s) and Training Certificate(s) attached**

Instructions:

- User Agreement and Training Certificate must be submitted together for each individual.
- Only one cover sheet is required if submitting documents for more than one User at the same time.

For questions regarding the User Agreement, please email EAGLEsupport@twc.texas.gov
Note: An incomplete User Agreement will be rejected

Texas Workforce Commission **Attachment F**

Certificate of Destruction for Contractors and Vendors

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization.
http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

Contact Name	Title	Company Name and Address	Phone

You may attach an inventory of the media if needed for bulk media disposition or destruction.

Media Type				Media Title / Document Name
	HARD COPY		ELECTRONIC	
Media Description (Paper, Microfilm, Computer Media, Tapes, etc.)				
Dates of Records				

Document / Record Tracking Number	TWC Item Number	Make / Model	Serial Number

Item Sanitization		CLEAR	Who Completed?		Who Verified?	
		PURGE	Phone		Phone	
		DESTROY	DATE Completed			
Sanitization Method and/or Product Used →						
Final Disposition of Media		Reused Internally			Destruction / Disposal	
		Reused Externally			Returned to Manufacturer	
		Other:				

Comments:

If any TWC Data is **retained**, indicate the type of storage media, physical locations(s), and any planned destruction date.

Description of TWC Data Retained and Retention Requirements:

Proposed method of destruction for TWC approval:	Type of storage media?	
	Physical location?	
	Planned destruction date?	

Within five (5) days of destruction or purging, provide the TWC with a signed statement containing the date of clearing, purging or destruction, description of TWC data cleared, purged or destroyed and the method(s) used.

Authorized approval has been received for the destruction of media identified above and has met all TWC Records Retention Schedule requirements including state, federal and/or internal audit requirements and is not pending any open records requests.

Records Destroyed by:			Records Destruction Verified by:	
Signature	Date		Signature	Date

Be sure to enter name and contact info for who completed the data destruction and who verified data destruction in the fields above.

Send the signed Certificate of Destruction to:
TWC: Information Security Office, Rm. 0330A, 101 E. 15th Street, Austin, TX 78778-0001

GP Revised: 09-02-15

Texas Workforce Commission **Attachment F**

Certificate of Destruction for Contractors and Vendors

INSTRUCTIONS FOR CERTIFICATE OF DESTRUCTION

Hard copy and electronic media must be sanitized prior to disposal or release for reuse. The TWC tracks, documents, and verifies media sanitization and disposal actions. The media must be protected and controlled by authorized personnel during transport outside of controlled areas. Approved methods for media sanitization are listed in the NIST Special Publication 800-88, Guidelines for Media Sanitization. http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf

IRS Publication 1075 directs us to the FISMA requirements and NIST guidelines for sanitization and disposition of media used for federal tax information **(FTI).** These guidelines are also required for sensitive or confidential information that may include personally identifiable information **(PII)** or protected health information **(PHI).** NIST 800-88, Appendix A contains a matrix of media with minimum recommended sanitization techniques for clearing, purging, or destroying various media types. This appendix is to be used with the decision flow chart provided in NIST 800-88, Section 5.

There are two primary types of media in common use:

- **Hard Copy.** Hard copy media is physical representations of information. Paper printouts, printer and facsimile ribbons, drums, and platens are all examples of hard copy media.
- **Electronic (or soft copy).** Electronic media are the bits and bytes contained in hard drives, random access memory (RAM), read-only memory (ROM), disks, memory devices, phones, mobile computing devices, networking equipment, and many other types listed in NIST SP 800-88, Appendix A.

1. For media being reused within your organization, use the **CLEAR** procedure for the appropriate type of media. Then validate the media is cleared and document the media status and disposition.

2. For media to be reused outside your organization or if leaving your organization for any reason, use the PURGE procedure for the appropriate type of media. Then validate the media is purged and document the media status and disposition. Note that some **PURGE** techniques such as degaussing will typically render the media (such as a hard drive) permanently unusable.

3. For media that will not be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

4. For media that has been damaged (i.e., crashed drive) and cannot be reused, use the **DESTRUCTION** procedure for the appropriate type of media. Then validate the media is destroyed and document the media status and disposition.

5. If immediate purging of all data storage components is not possible, data remaining in any storage component will be protected to prevent unauthorized disclosures. Within twenty (20) business days of contract expiration or termination, provide TWC with a signed statement detailing the nature of TWC data retained type of storage media, physical location, planned destruction date, and the proposed methods of destruction for TWC approval.

6. Send the signed Certificate of Destruction to:

Texas Workforce Commission
Information Security Office
Room 0330A
101 E. 15th Street
Austin, TX 78778-0001

FAX to: 512-463-3062

or send as an email attachment to:

ciso@twc.texas.gov

Final Distribution of Certificate	Original to:	Chief Information Security Officer
	Copy to:	1. Your Company Records Management Liaison - or - Information Security Officer 2. TWC Contract Manager

GP Revised: 09-02-

Attachment G

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report by due date can result in termination of all access to TWC Information.

The period covered is -Year: _____ Quarter ☐ Q1, ☐ Q2, ☐ Q3, ☐ Q4

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the requirements of the Contract and the *Safeguards for TWC Information* (Attachment B of the Contract), during the previous period, to include the following:

1. Recipient used the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Exhibit 1. Request and Safeguard Plan of the Contract.	Yes: __ No: __
2. Recipient stored the disclosed TWC Information in a place physically secure from access by unauthorized persons. This includes hard copies of the information.	Yes: __ No: __
3. Recipient stored and processed disclosed TWC Information maintained in electronic format outside of the recipient computer systems in such a way that unauthorized persons cannot obtain the TWC Information by any means.	Yes: __ No: __
4. Recipient took precautions to ensure that only authorized personnel were given access to disclosed TWC Information that is stored in recipient's computer systems.	Yes: __ No: __
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9 found in *Safeguards for TWC Information* (Attachment B), and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of $4,000, a year in jail, or both).	Yes: __ No: __
6. Recipient adhered to confidentiality requirements and procedures that are consistent with and meet the requirements of the TWC Contract.	Yes: __ No: __
7. Recipient agreed to report any infraction(s) of these requirements and procedures to TWC fully and promptly.	Yes: __ No: __
8. Recipient disposed of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed, is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.)	Yes: __ No: __
9. Recipient ensured that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate.	Yes: __ No: __
10. Recipient maintained a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 found in *Safeguards for TWC Information* (Attachment B) and the TWC Contract.	Yes: __ No: __

11. Attached is a description of the system referred to in Item 10. Recipient ensured that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII.	Yes: __ No: __
12. Recipient maintained as a minimum, the encryption requirements of FIPS 140-2 and encrypt the data at the minimum of 256-bit AES encryption.	Yes: __ No: __
13. Annual Renewal of Contract User Agreement and training certifications per the Contract terms are on file and copies have been submitted to EAGLEsupport@twc.texas.gov.	Yes: __ No: __
14. All users have completed the training within the previous 12 months.	Yes: __ No: __
15. Is the data received re-disclosed to any other entity? If yes, Receiving Agency ensures that contract personnel are held to the same standard of processing, training, and protecting information as Recipient Agency employees who have a need to use the TWC information for the Limited Purpose. **Express written contract language authorizing data exchange with non-employees is required for redistribution of information accessed**	Yes: __ No: __ Yes: __ No: __

By signature hereon, the Contract signatory or the entity's internal auditor certifies that:

All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

_____ _____

Signature Date

_____

Printed Name and Title

Return this Report to:

External Data Sharing Contracts Manager | Procurement and Contract Services Department | Texas Workforce Commission | 1117 Trinity Street, Room 342T | Austin, Texas 78701

Email: SelfAssessmentReports@twc.texas.gov

Fax: 512-936-021

Exhibit 1. TWC Data Exchange Request and Safeguard Plan

All statements and information on this form and associated correspondence relating to the Request and Security Plan (RSP) are incorporated by reference into the data exchange Contract with TWC as Exhibit 1.

Recipient agrees to provide written notice to TWC of any changes to the responses contained in this RSP during the Contract term immediately but no later than three (3) calendar days from the date of change. Email changes to DEcontracts@twc.texas.gov. After review and approval by TWC, the notice of changes shall be incorporated by reference into the Contract under Exhibit 1. **Any changes to the responses requested by Recipient and accepted by TWC in this Exhibit 1 shall amend the corresponding information in the GTC and A-H.**

This document is confidential under Texas Government Code regarding infrastructure security and shall be redacted from release in response to a request for information or documents. Contact TWC upon such a request.

	CONTRACTOR INFORMATION	Please answer each question. Do not leave any unanswered.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Williamson County
2.	Entity Tax ID#	74-6000978
3.	Street Address – Line 1	1801 E. Old Settlers
4.	Street Address – Line 2	#105
5.	City, State, Zip	Round Rock, TX 78664
6.	New request or renewal of an existing contract?	☒ New request ☐ Extension of existing agreement Previous/Current Contract #: ☐ There are other contracts between TWC, and the party not affected by this Contract, which are as follows:
7.	Type of entity and authority to contract	☒ Texas Local Government Code, Chapter 791, Interlocal Cooperation Act (e.g., cities, counties) ☐ Texas Government Code, Chapter 771, Interagency Cooperation Act (e.g., state agency) ☐ Federal Agency Authority ☐ If state agency, please specify authority
8.	Legal Purpose(s) for requesting information *(Check all that apply)*	☒ to assist in criminal investigations ☒ to assist in locating defendants, witnesses, and fugitives in criminal cases ☐ to assist in locating persons with outstanding warrants ☐ to assist in locating probation absconders ☐ to assist in determining eligibility for public assistance/services ☐ other: please specify: (language will be inserted into contract)
9	Requested length of contract term	☐ 1 year ☒ 2 years ☐ 3 years ☐ 4 years ☐ 5 years (Renewal Option up to a total of 5 years combined)
10.	Requested start date	☐ For federal entities only: to correspond with start of fiscal year starting:

	DATA REQUESTED	Please answer each question. Do not leave any unanswered.
11.	Information requested. *(Check the data being requested)*	☒Wage Records (WR): Wage Detail Inquiry: View wage information for an individual. Coworker Search: View wages reported by an employer. ☒UI Benefits and Claimant Info (UI): Personal Information: View demographic information for an individual. Claims: View unemployment insurance claim information. Payments: View unemployment insurance payment info. Employer Search: Search employers by name or address. ☒ Employer Records (ER) Employer Master File: Search Employer Master File and view state unemployment tax information.
12.	Method of receiving data	☒ **Online access:** Contractor access for lookup by SSN through a password-protected log-in account. Number of individuals needing access accounts: ☒1-10 (The subscription rate is $1,500 per year.) ☐11-25 (The subscription rate is $2,000 per year.) ☐26-50 (The subscription rate is $3,500 per year.) * ☐Specify other quantity * Please confirm that the number of Users given access is and will be limited to the minimum number necessary to accomplish the Limited Purpose(s). ☒ Yes ☐ No **Online Access for Over 25 User Accounts:** *If the request is for more than 25 user accounts, please indicate the reason the volume of access accounts is necessary (check all that apply): There is/are: ☐ a high volume of daily/weekly inquiries require the requested volume of use accounts ☐ other reason(s) for the volume of access accounts: _____ _____ ☐ **Offline access**: **Offline Method of Transfer and Frequency:** (Check applicable options) ☐ Ongoing: Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of ongoing scheduled requests: ☐Nightly ☐Weekly ☐ Bi-Weekly ☐ Monthly ☐Quarterly ☐Annually ☐ Other – specify: ☐ Non-scheduled - Upon Request: Ad hoc request for non-scheduled matches or data files.

☐ One-time request for large quantity of records.

☐ One-time request for one or a few records (less than 100 matches of SSNS or <5 TWC Employer ID or FEIN).
Submit request to open.records@twc.texas.gov or fax request to 512-463-2990 or the open records portal at https://twc.govqa.us/WEBAPP/_rs/(S(rqjbfuq2yv4rbj2wrzluc3se))/supporthome.aspx.

Specify the particular data elements for the information requested in question 11. E.g., name, address, wage benefit amount, employer name, telephone number, etc.

1. If other specific data elements are requested, provide a data format.

Offline Data Elements Requested:
Data elements to be submitted to TWC for the resulting matched data:

☐ SSN – Social Security Number
Data available from TWC available for SSN matches from the UI Wage Records:
Name: last, first, middle initial
NAICS
Quarter Wages were earned
Quarterly Wages
Employer Name
Employer Address
Employer Zip
Employer contract
Employer Telephone
Employer Tax Account Number

Instructions for submitting SSN-UI Wage Record Match Requests:
Filename and format will be provided by and coordinated with the TWC developer upon receipt of Attachment E. REQUEST FOR TEXAS WORKFORCE COMMISSION RECORDS

File transmission shall be protected using TWC Secure FTP and encrypted using at least 256-bit encryption.

☐ TWC Employer ID Number (EIN)
Data available from TWC available for EIN matches from the Employer Tax Master File:
Name: last, first, middle initial

		Social Security Number Quarterly Wages Employer Name Employer Address Employer Zip Employer contact Employer Telephone Employer Tax Account Number Instructions for submitting Texas EIDs or FEINs: (follow the same pattern as for SSNs): Format sample: 123456789 Send seed file via secure file transfer to Agency's secure portal, currently GoAnywhere – https://mft.twc.state.tx.us/webclient/Login.xhtml (prior account establishment required) ☐ Federal Employer ID Number (FEIN) Same as Texas Employer ID information Volume/quantity of offline records requested per submission and associated rates: Estimated number of individuals in which sensitive personally identifiable information requested at any one time: ☐ 1-999: $250 ☐ 1,000 – 14,999: $300 ☐ 15,000 – 19,999: $375 ☐ 20,000 – 24,999: $500 ☐ 25,000 -Above: $1,000 Hourly rate for programming of a new request or modification of an existing job: $48.81. **De-identification:** If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.
	SAFEGUARD REQUIREMENTS	**Please answer each question. Do not leave any unanswered.**
13.	How will data be viewed? Select one of the three options.	1) ☐ We will **ONLY** view screen information. (Respond to #14-19, check "N/A" to #20 and #21.) 2) ☐ We will use electronic copies of screen prints (PDF), or ☐ We will transfer data into an electronic record. (Respond to #14-20, check "N/A" to #21.) 3) ☒ We will use paper copies of screen prints, or ☐ We will transfer information into paper records format. (Respond to #14-19 and #21, check "N/A" to #20)

14.	Will non-employees be provided access to the data? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	☒ Only direct employees will be provided access. ☐ Persons who are not employees may/will be provided access. Please specify those that apply: ☐ Data Center Operators ☐ Other Governmental Contractors: Please specify:
15.	Will the data you are requesting be disclosed to any other entity? Express written contract language authorizing data exchange with non-employees is required for re-distribution of information accessed.	☐ Yes - Specify: ☒ No
16.	What access control methods will you use for access to the TWC information?	☐ Texas State Requirements under Title 1, Part 10, TAC Sec. 202, or comparable standards ☒ National Institute of Secure Technology (NIST) or comparable standards ☐ IRS Publication 1075 or comparable standards
17.	How does your organization assess your security posture? How frequently are these assessments conducted?	☐ Vulnerability testing Frequency: ☒ Penetration testing Frequency: Yearly ☒ Audits Frequency: MONTHLY BY LIEUTENANT LEVEL SUPERVISOR
18.0	Are background checks performed on employees who will access information?	☒ Yes, background checks are performed (go to 18.1). ☐ No, background checks are not performed. **If No background checks are performed,** state what type of records checks are being performed:
18.1	When are background checks performed?	☒ Pre-employment ☒ Periodic checks during employment ☐ N/A
19.	How will you have an auditable trail?	☒ I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. ☐ Other, If Other specify:
20.	How will you encrypt the data at rest? (Ex: Once transferred to a database or other electronic system)	☐ Please specify: ☒ N/A – We do not keep data at rest.
21.	When will data destruction occur?	☒ Consistent with Texas State Libraries and Archives Commission (state records retention laws) ☐ Consistent with other standards: Please specify: ☐ N/A - We do not retain data.
	CONTACTS	
22.	Point of Contact Name (for daily matters)	Patrick Youngren
23.	Point of Contact Title	Chief Deputy
24.	Point of Contact Phone	512-244-8650

25.	Point of Contact E-mail	Patrick.Y@wilco.org
26.	Point of Contact Address	
27.	Alternate Point of Contact Name and Title	Mickey Chance, Constable
28.	Alternate Point of Contact Phone	512-244-8650
29.	Alternate Point of Contact E-mail	Mickey.Chance@wilco.org
30.	Alternate Point of Contact Address	If different from Point of Contact
31.	Signatory Name	Bill Gravel
32.	Signatory Title	County Judge
33.	Signatory Phone Number	512-943-1550
34.	Signatory E-mail	ctyjudge@wilco.org
35.	Signatory Address	710 S. Main Street Ste. 101 Georgetown, TX 78626
36.	Data Technology Contact Name	
37.	Data Technology Contact Phone	
38.	Data Technology Contact E-mail	
39.	Invoice Recipient Name	Patrick Youngren
40.	Invoice Recipient Phone Number	512-244-8658
41.	Invoice Recipient Title	Chief Deputy
42.	Invoice Recipient E-mail	Patrick.Y@Wilco.org
43.	Invoice Recipient Address	If different from Point of Contact

All statements and information on this form and associated correspondence relating to the Request and Safeguard Plan are incorporated by reference into the data exchange Contract with TWC as Exhibit 1. The original Exhibit 1 and contract must be signed by the Contract Signatory.
The person signing is authorized by Recipient to bind their organization to the terms of the contract.

Designation For Subsequent Submissions:
☒ By checking here, the contract signatory approves the Recipient Point of Contact as their designee for submission of subsequent updates to the Request for Safeguard Plan and requests for renewals for purposes of extending the duration and associated amount.

Bill Gravell Jr.
Bill Gravell (Sep 20, 2023 14:07 CDT)

Sep 20, 2023

Contract Signatory or designee **Date**

Bill Gravell County Judge

Printed Name/Title

For questions on how to complete this request form, contact DEContracts@twc.texas.com

Agenda Item #36, CC 09.12.23 Approval of 2023261 TWC Data Exchange Application for Constable Pct 1 (Misty)

Final Audit Report 2023-09-20

Created:	2023-09-18
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEvIIBfq_QFT8XVuL2GOsvXxjqhy8KNwG

"Agenda Item #36, CC 09.12.23 Approval of 2023261 TWC Data Exchange Application for Constable Pct 1 (Misty)" History

Document created by Kim Chappius (kim.chappius@wilco.org)
2023-09-18 - 2:22:02 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-09-18 - 2:23:40 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-18 - 2:32:31 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
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Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-18 - 3:19:50 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-18 - 3:34:20 PM GMT- IP address: 69.4.57.60

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-20 - 7:07:24 PM GMT - Time Source: server- IP address: 74.192.154.197

Agreement completed.
2023-09-20 - 7:07:24 PM GMT

Powered by Adobe Acrobat Sign

DocuSign

Certificate Of Completion

Envelope Id: [redacted]
Status: Delivered
Subject: Complete with DocuSign: 2923EDE023 Williamson County Precinct 1
docSeqId:
docType:
Source Envelope:
Document Pages: 27
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

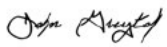
Envelope Originator:
Bree Slubar
101 E. 15th Street, Room 0154-B
Austin, TX 78778
bree.slubar@twc.texas.gov
IP Address: 204.65.0.21

Record Tracking

Status: Original
10/16/2023 3:43:48 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Bree Slubar
bree.slubar@twc.texas.gov
Pool: StateLocal
Pool: Texas Workforce Commission- Production Account

Location: DocuSign
Location: DocuSign

Signer Events	Signature	Timestamp
John Greytok john.greytok@twc.texas.gov Senior Adviser to the Executive Director Texas Workforce Commission Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.0.21	Sent: 10/16/2023 3:50:59 PM Viewed: 10/17/2023 10:44:41 AM Signed: 10/17/2023 10:47:22 AM
Bill Gravel ctyjudge@wilco.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/18/2023 12:11:07 PM ID: [redacted]		Sent: 10/17/2023 10:47:24 AM Viewed: 10/18/2023 12:11:07 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/16/2023 3:50:59 PM
Certified Delivered	Security Checked	10/18/2023 12:11:07 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft obo Texas Workforce Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft obo Texas Workforce Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Carahsoft obo Texas Workforce Commission of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft obo Texas Workforce Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo Texas Workforce Commission

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to heather.hall@twc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft obo Texas Workforce Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft obo Texas Workforce Commission during the course of your relationship with Carahsoft obo Texas Workforce Commission.

Commissioners Court - Regular Session **24.**

Meeting Date: 11/21/2023

Vehicle Reimbursement Agreement with Wellspring United Methodist Church 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 Wellspring United Methodist Church for off duty contracting of County Sheriff Deputies to be effective November 21, 2023. (Christmas Eve church security & traffic control-6200 Williams Dr., Georgetown)

Background

This agreement gives permission for Wellspring United Methodist Church to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on November 21, 2023 and will terminate on September 30, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wellspring UMC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/15/2023 08:32 AM
Form Started By: Starla Hall		Started On: 11/14/2023 02:46 PM
Final Approval Date: 11/15/2023		

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 November 21, 2023 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

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

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

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

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

LEA: At the address set forth on signature page below

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

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

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Wellspring United Methodist Church

Signature: Sue Kerr, CCA, CUMCA

Printed Name: SUE KERR

Title: Church Administrator

Date: November 14, 2023

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: November 14, 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 **25.**

Meeting Date: 11/21/2023

CTTC Generator - The Roof Co - CO 1

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 report from The Roof Company, Waco, Change Order No. 1 for the CTTC Generator project (ARPA 445P/445A) in the amount of $38,232.00. New final completion will be February 2, 2024. Funding Source is ARPA 445P/445A.

Background

This change order is to cover electrical changes and to upgrade to a 3 phase transformer going into building. Department point of contact is Angel Gomez, Facilities Management Project Manager. On March 21, 2023, the Williamson County Commissioners Court approved Williamson County Facilities Project Manager, Angel Gomez, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project is ARPA 445P/445A.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RoofCo-CO1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/06/2023 03:53 PM
Facilities Management (Originator)	Gina Wrehsnig	11/06/2023 03:59 PM
County Judge Exec Asst.	Becky Pruitt	11/07/2023 03:11 PM
Form Started By: Gina Wrehsnig		Started On: 11/06/2023 03:05 PM
Final Approval Date: 11/07/2023		

Change Order

No. 1

Date of Issuance: 9/20/2023

Project: Wilco CTTC - Generator Owner: **Williamson County**	Contract Name:
	Date of Contract: 6/6/2023
Contractor: The Roof Co. Waco LLC.	Project No.: Wilco CTTC Generator

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Electrical Changes, restocking fee for original transformer already ordered, and upgrade to 3 phase transformer going into building.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 286,193.00

Contract Price prior to this Change Order:

$ 286,193.00

Increase/Decrease of Contract Price under this Change Order:

$ 38,232.00

Contract Price incorporating this Change Order:

$ 324,425.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: June 6th, 2023

Substantial completion (days or date): 9/4/2023

Final Completion (days or date): 10/4/2023

Contract Times prior to this Change Order:

Substantial completion (days or date): 9/4/2023

Final Completion (days or date): 10/4/2023

Increase/Decrease of days under this Change Order: 120

Substantial completion (days or date): 1/02/2024

Final Completion (days or date): 2/02/2024

Contract Times with all approved Change Orders:

Substantial completion (days or date): 1/02/2024

Final Completion (days or date): 2/02/2024

NOT EFFECTIVE UNTIL SIGNED BY PROJECT ARCHITECT/ENGINEER, CONTRACTOR AND OWNER. BECOMES EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

Recommended:

Project Architect/Engineer
By: Trenton Hy-Jacobs
Signature:
Date: 11/6/23, 2023

Accepted:

Contactor
By: Austin Montgomery
Signature: Austin Montgomery
Date: September 20, 2023

Accepted:

Owner:
By: Jesus Angel Gomez.
Signature:
Date: 11/6/, 2023.

Commissioners Court - Regular Session **26.**

Meeting Date: 11/21/2023

Approval of Amendment #1 for existing contract #202277 Preventive Maintenance Secure Assurance Plan with Automated Logic Contracting Services, Inc. for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Amendment #1 to update contract number #202277 through BuyBoard contract #720-23 for the Preventive Maintenance Secure Assurance Plan dated February 01, 2022, and authorize the execution of the amendment.

Background

Contract #202277 Preventive Maintenance Secure Assurance Plan will be renewed as BuyBoard #720-23 as of December 01, 2023. The Master Service Agreement remains unchanged and will remain in full force and effect as per its original terms. The Department Point of Contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment #1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 01:29 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 01:43 PM
Form Started By: Kim Chappius		Started On: 11/13/2023 02:45 PM
Final Approval Date: 11/15/2023		

AMENDMENT TO AGREEMENT

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

Service Provider/Vendor: Automated Logic Contracting Services Inc.

Agreement Subject to this Amendment:

Service Contract between Williamson County and Automated Logic Contracting Services Inc. to provide the Preventative Maintenance Secure Assurance Plan, dated February 1, 2022 (the "Agreement").

Amendment:

The cooperative agreement associated with this Agreement has expired and has been replaced. The parties agree to amend the Agreement to reflect the new cooperative agreement.

Expired: BuyBoard 631-20

Replaced: BuyBoard 720-23

Unless otherwise specified in this Amendment, the Agreement remains unchanged and will remain in full force and effect as per its original terms. In the event of any conflict between this Amendment and the Agreement, the provisions of this Amendment shall take precedence.

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

COUNTY:	SERVICE PROVER/VENDOR:
	Automated Logic Contracting Services
Bill Gravel Jr., County Judge	Company Name
Date: _____, 20_____	Jose Vazquez Digitally signed by: Jose Vazquez DN: CN = Jose Vazquez email = jose.vazquez1@carrier.com C = US O = Sales OU = Automated Logic Date: 2023.11.14 09:25:12 -06'00' Authorized Signature
	Jose Vazquez Printed Name
	Date: November 14, 20 23

Commissioners Court - Regular Session **27.**

Meeting Date: 11/21/2023

Juvenile Justice Center Addition - Agreement for Geotechnical Engineering Services - Supplemental Agreement #1

Submitted By: Christy Matoska, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the Supplemental Agreement No. 1 for ECS Southwest, LLP. for an increase of $950.00 with no change in substantial completion date.

Background

This Supplemental Agreement No. 1 to Agreement for Geotechnical Engineering Services is for an increase to the original contract amount of $34,900.00 to $35,850.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JJC Addition_PSA_SA1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/15/2023 10:23 AM
Form Started By: Christy Matoska		Started On: 11/15/2023 09:24 AM
Final Approval Date: 11/15/2023		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES

PROJECT: **Juvenile Justice Center Addition Geologic Assessment & Geotechnical Services** ("Project")

GEOTECHNICAL/ ENGINEER:
ECS Southwest, LLP ("Test Engineer")
David Hill, P.E., P.G., Environmental Associate Principal
14050 Summit Drive; Suite 100
Austin, TX 78728

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

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

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Geotechnical Engineering Services** being dated effective **February 28, 2023** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **perform water-soluble sulfate testing in existing site soils**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services:

Perform five (5) test to determine the water-soluble sulfate content in previously collected soils in accordance with the TEX-145-E method.

Provide results in a geotechnical report addendum.

Provide construction recommendations if sulfate-rich soils are present.

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Nine Hundred Fifty Dollars ($ 950).**

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before **December 31, 2023**.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
ECS Southwest, LLP

By:_____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Commissioners Court - Regular Session **28.**

Meeting Date: 11/21/2023

Approval of Renewal #2 of Contract #22IFB31 Crack Seal Materials with Crafco Inc for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Contract #22IFB31 Crack Seal Materials, renewal option period #2, for the same terms and conditions as the existing contract per attached documentation and spreadsheet, with Crafco, Inc. for the 12-month term of December 06, 2023 - December 05, 2024, and authorizing the execution of the extension.

Background

This is the second (2) and final extension to this contract. The Road and Bridge Department has confirmed that the vendor met all of the County's requirements for this contract and requests renewal. Funding Source is 01.0200.0210.003550. Department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #2 Form and Price Tab

Form 1295 - Crafco Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 01:52 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 02:23 PM
Form Started By: Kim Chappius		Started On: 11/13/2023 11:25 AM
Final Approval Date: 11/15/2023		

WILCO TEXAS

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB31	**Department:**	ROAD AND BRIDGE
Vendor Name:	CRAFCO INC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #2 (FINAL) RUBBER ASPHALT CRACK SEALER			
Type of Contract:	IFB	**Start Date:**	12/06/2023
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	12/05/2024
Department Contact:	KELLY MURPHY		

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

Renewal Option Period 2	X	December 06, 2023 – December 05, 2024
Renewal Option Period 1		December 06, 2022 – December 05, 2023
Initial Contract Period		December 06, 2021 – December 05, 2022

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

Vendor Crafco, Inc.

Name Gail Gautier

Title VP and Controller

Signature Gail Gautier

Date 11/8/2023

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

22IFB31 Rubber Asphalt Crack Sealer

Bid Items and Estimate of Quantities

Item #	Description	Estimated Quantity	Pounds per Box FY22	Price per Box FY22	Price per Box FY23	Price per Box FY24
300	Rubber-Asphalt Crack Sealer (TxDOT Item 300.2H Table 15)	200,000 lbs	30	$15.29	$18.30	$18.30

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1092633

Date Filed:
11/08/2023

Date Acknowledged:
11/13/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Crafco, Inc.
Chandler, AZ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22IFB31
RUBBER ASPHALT CRACK SEALER

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Ergon, Inc.	Jackson, MS United States	X	
Johnson, Gary	Chandler, AZ United States	X	
Lampton, William W.	Jackson, MS United States	X	
Burns, John Baxter	Jackson, MS United States	X	
Lampton, Robert	Jackson, MS United States	X	
Stabler, Robert	Chandler, AZ United States	X	
Gautier, Gail	Chandler, AZ United States	X	
Ziems, Todd	Chandler, AZ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Gail Gautier, and my date of birth is [redacted].

My address is 6165 W. Detroit St. (street), Chandler (city), AZ (state), 85226 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Maricopa County, State of Arizona, on the 8th day of November (month), 2023 (year).

Gail Gautier

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **29.**

Meeting Date: 11/21/2023

Approval of Contract Renewal #2 Signs and Markers Contract #22IFB56 with Dobie Supply LLC for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Signs and Markers Contract #22IFB56, renewal option period #2, for the same pricing, terms and conditions as the existing contract with Dobie Supply LLC for the term of February 16, 2024 - February 15, 2025.

Background

This is the second and final extension for this contract. The Road and Bridge Department has confirmed that the vendor met all of the county requirements in this contract and requests renewal. Funding source is 01.0200.0210.003553. Department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #2 Form and Price Tab

Form 1295 - Dobie Supply LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 01:20 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 02:14 PM
Form Started By: Kim Chappius		Started On: 11/14/2023 11:50 AM
Final Approval Date: 11/15/2023		

WILCO TEXAS

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB56	**Department:**	ROAD AND BRIDGE
Vendor Name:	DOBIE SUPPLY LLC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #2 (FINAL) SIGNS AND MARKERS			
Type of Contract:	IFB	**Start Date:**	02/16/2024
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	02/15/2025
Department Contact:	KELLY MURPHY		

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

Renewal Option Period 2	February 16, 2024 – February 15, 2025
Renewal Option Period 1	February 16, 2023 – February 15, 2024
Initial Contract Period	February 16, 2022 – February 15, 2023

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

Vendor Dobie Supply, LLC

Name Valera Byrd

Title Sales Manager

Signature _____

Date 11/8/23

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

22IFB56 Signs and Markers

TMUTCD SIGNS - REGULATORY

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.01	24" Stop/Slow Paddles and 6' Wooden Staff	EACH	$50.00
1.02	24" Stop/Slow Paddles	EACH	$35.00
1.03	7' PVC (Sch 80, 1.25" Dia)	EACH	$85.00
1.04	24" Octagon (H.I.P.)	EACH	$28.00
1.05	30" Octagon (H.I.P.)	EACH	$33.00
1.06	36" Octagon (H.I.P.)	EACH	$59.00
1.07	48" Octagon (H.I.P.)	EACH	$130.00
1.08	30" Triangle (H.I.P.)	EACH	$24.00
1.09	36" Triangle (H.I.P.)	EACH	$33.00
1.10	12"x 6" (H.I.P.)	EACH	$5.00
1.11	12"x 9" (H.I.P.)	EACH	$7.25
1.12	15"x 30" (H.I.P.)	EACH	$48.00
1.13	18"x 6" (H.I.P.)	EACH	$8.00
1.14	18"x 12" (H.I.P.)	EACH	$14.00
1.15	18"x 18" (H.I.P.)	EACH	$21.00
1.16	18"x 24" (H.I.P.)	EACH	$28.00
1.17	21"x 15" (H.I.P.)	EACH	$21.00
1.18	24"x 24" (H.I.P.)	EACH	$42.00
1.19	24"x 30" (H.I.P.)	EACH	$50.00
1.20	24"x 36" (H.I.P.)	EACH	$55.00
1.21	24"x 42" (H.I.P.)	EACH	$61.00
1.22	24"x 48" (H.I.P.)	EACH	$68.00
1.23	30"x 18" (H.I.P.)	EACH	$35.00
1.24	30"x 24" (H.I.P.)	EACH	$50.00
1.25	30"x 30" (H.I.P.)	EACH	$60.00
1.26	30"x 36" (H.I.P.)	EACH	$73.00
1.27	30"x 42" (H.I.P.)	EACH	$74.00
1.28	36"x 12" (H.I.P.)	EACH	$30.00
1.29	36"x 18" (H.I.P.)	EACH	$40.00
1.30	36"x 24" (H.I.P.)	EACH	$55.00
1.31	36"x 36" (H.I.P.)	EACH	$85.00
1.32	48"x 9" (H.I.P.)	EACH	$27.00
1.33	48"x 24" (H.I.P.)	EACH	$68.00
1.34	48"x 30" (H.I.P.)	EACH	$89.00
1.35	60"x 30" (H.I.P.)	EACH	$110.00

TMUTCD SIGNS - WARNING

ITEM	DESCRIPTION	UNIT	UNIT PRICE
2.01	30" Circle (H.I.P.)	EACH	$51.00
2.02	36" Circle (H.I.P.)	EACH	$92.00
2.03	12"x 18" (H.I.P.)	EACH	$14.00
2.04	18"x 18" (H.I.P.)	EACH	$21.00
2.05	18"x 24" (H.I.P.)	EACH	$28.00
2.06	24"x 12" (H.I.P.)	EACH	$20.00
2.07	24"x 24" (H.I.P.)	EACH	$42.00
2.08	24"x 30" (H.I.P.)	EACH	$50.00
2.09	30"x 15" (H.I.P.)	EACH	$48.00
2.10	30"x 30" (H.I.P.)	EACH	$60.00
2.11	30"x 36" (H.I.P.)	EACH	$73.00
2.12	36"x 12" (H.I.P.)	EACH	$30.00
2.13	36"x 18" (H.I.P.)	EACH	$40.00
2.14	36"x 24" (H.I.P.)	EACH	$55.00
2.15	36"x 36" (H.I.P.)	EACH	$85.00
2.16	36"x 48" (H.I.P.)	EACH	$105.00
2.17	48"x 24" (H.I.P.)	EACH	$68.00

2.18	48"x 48" (H.I.P.)	EACH	$145.00
2.19	48"x 60" (H.I.P.)	EACH	$200.00
2.20	60"x 30" (H.I.P.)	EACH	$110.00
2.21	66"x 12" (H.I.P.)	EACH	$55.00
2.22	84"x 24" (H.I.P.)	EACH	$160.00

TMUTCD SIGNS - SCHOOL

ITEM	DESCRIPTION	UNIT	UNIT PRICE
3.01	30" Pentagon (D.G. - Florescent Yellow/Green)	EACH	$80.00
3.02	36" Pentagon (D.G. - Florescent Yellow/Green)	EACH	$95.00
3.03	24"x 8" (D.G. - Florescent Yellow/Green)	EACH	$19.50
3.04	24"x 10" (H.I.P. - White)	EACH	$14.75
3.05	24"x 12" (D.G. - Florescent Yellow/Green)	EACH	$24.00
3.06	24"x 48" (D.G. - Florescent Yellow/Green and H.I.P. - White)*	EACH	$85.00
3.07	30"x 30" (D.G. - Florescent Yellow/Green)	EACH	$85.00
3.08	36"x 12" (D.G. - Florescent Yellow/Green)	EACH	$43.00
3.09	36"x 36" (D.G. - Florescent Yellow/Green)	EACH	$105.00
	*per TMUTCD S5-1		

BRACKET/POST AND HARDWARE

ITEM	DESCRIPTION	UNIT	UNIT PRICE
4.01	2 3/8" Post Bracket	EACH	$4.00
4.02	3" Post Bracket	EACH	$4.15
4.03	2 3/8" Back to Back Post Brackets	EACH	$6.00
4.04	Wedge Steel System Anchor (socket and wedge)	EACH	$34.00
4.05	Wedge Steel System Anchor (wedge only)	EACH	$8.00
4.06	Triangular Slipbase System (complete assembly with tri-base ground stub)	EACH	$165.00
4.07	Triangular Slipbase System (anchor, collar, fasteners – excluding ground stub anchor)	EACH	$55.00

STREET SIGNS BLANKS AND HARDWARE

ITEM	DESCRIPTION	UNIT	UNIT PRICE
5.01	6"x 18" Flat (H.I.P. - White)	EACH	$12.50
5.02	6"x 24" Flat (H.I.P. - White)	EACH	$15.50
5.03	6"x 30" Flat (H.I.P. - White)	EACH	$19.50
5.04	6"x 36" Flat (H.I.P. - White)	EACH	$24.00
5.05	9"x 24" Flat (H.I.P. - White)	EACH	$24.00
5.06	9"x 30" Flat (H.I.P. - White)	EACH	$27.25
5.07	9"x 36" Flat (H.I.P. - White)	EACH	$33.00
5.08	12"x 24" Flat (H.I.P. - White)	EACH	$26.50
5.09	12"x 24" Flat (H.I.P. - Yellow)	EACH	$26.50
5.10	Cap Round - 2 3/8" x 5 1/2" Flat Blade Holder	EACH	$5.25
5.11	Cap Round - 2 3/8" x 12" Flat Blade Holder	EACH	$5.25
5.12	Cap Round - 3" x 5 1/2" Flat Blade Holder	EACH	$8.50
5.13	Cap Round - 3" x 12" Flat Blade Holder	EACH	$8.50
5.14	90° Tee - 5 1/2" Flat Blade	EACH	$5.25
5.15	90° Tee - 12" Flat Blade Holder	EACH	$12.75

POSTS

ITEM	DESCRIPTION	UNIT	UNIT PRICE
6.01	10' x 2 3/8" O.D. Round Post	EACH	$36.00
6.02	12'x 2 3/8" O.D. Round Post	EACH	$40.00
6.03	6' Green U-Channel Post	EACH	$9.00
6.04	6' Galvanized U-Channel Post	EACH	$11.50
6.05	12' Green U-Channel Post	EACH	$22.00
6.06	12' x 2-7/8" O.D. 10 BWG Post complete assembly with Pins	EACH	$150.00
6.07	11' x 1-3/4" Perforated Square Metal Tubing	EACH	$40.00

6.08	10' Steel T-leg Assembly* – Single complete assembly with 36" x 36" FL DG Coroplast sign, 5' x 2' square leg base, and two 3' base ends (feet) 1 3/4" square with 5/16" holes.	EACH	$225.00
6.09	4' x 1 3/4" square T-leg with 5' x 2" square base*	EACH	$115.00
6.10	3' x 1 3/4" Perforated Square Metal Tubing - Base End (Foot)* with pins	EACH	$30.00
6.11	5' x 2" Perforated Square Metal Tubing - Single Leg Base* with stub out and pins	EACH	$52.00
	*see assembly for single leg base (skid mounted) on lower left corner of sheet BC (5)-14		

ROLL GOODS

ITEM	DESCRIPTION	UNIT	UNIT PRICE
7.01	7"x 50 Yards - Barricade Tape (H.I.P.) Red / White	EACH	$285.00
7.02	7"x 50 Yards - Barricade Tape (H.I.P.) Orange / White	EACH	$285.00
7.03	30" x 50 Yards - Reflective Sheeting (E.G.)	EACH	$585.00
7.04	30" x 50 Yards - Reflective Sheeting (H.I.P.)	EACH	$675.00
7.05	30" x 50 Yards - Reflective Sheeting (D.G.)	EACH	$1,525.00
7.06	30" x 50 Yards - Non Reflective Sheeting (Black Vinyl)	EACH	$205.00
7.07	30" x 50 Yards - Non Reflective Sheeting (Orange Vinyl)	EACH	$205.00
7.08	30" x 50 Yards - E.C. Film	EACH	$595.00
7.09	48" x 50 Yards - Reflective Sheeting (E.G.)	EACH	$895.00
7.10	48" x 50 Yards - Reflective Sheeting (H.I.P.)	EACH	$1,095.00
7.11	48" x 50 Yards - Non Reflective Sheeting (Black Vinyl)	EACH	$345.00
7.12	48" x 50 Yards - Non Reflective Sheeting (Orange Vinyl)	EACH	$345.00
7.13	48" x 50 Yards - E.C. Film	EACH	$1,015.00
7.14	6" x 100 Yards - Clear Application Tape	EACH	$55.00
7.15	12" x 100 Yards - Clear Applicaton Tape	EACH	$70.00
7.16	24" x 100 Yards - Clear Applicaton Tape	EACH	$135.00
7.17	30" x 100 Yards - Clear Applicaton Tape	EACH	$180.00

BARRICADE MATERIAL

ITEM	DESCRIPTION	UNIT	UNIT PRICE
8.01	1"x 8"x 8' Barricade Rail (plank)	EACH	$18.25
8.02	Type I 24" Barricade with Sheeting	EACH	$69.00
8.03	Type II 24" Barricade with Sheeting	EACH	$74.00
8.04	Type III 4' Barricade with Sheeting	EACH	$170.00
8.05	Type III 8' Barricade with Sheeting	EACH	$225.00
8.06	Barricade base/skid (5'- 2" square steel tubing with 6" stub out)	EACH	$45.00
8.07	1 3/4" x 1 3/4" x 5' X-tube barricade stiffener with standard holes	EACH	$14.00

FLEXIBLE ROLL UP SIGNS

ITEM	DESCRIPTION	UNIT	UNIT PRICE
9.01	36" Non Reflective Sign	EACH	$44.00
9.02	36" Reflective Sign	EACH	$88.75
9.03	48" Non Reflective Sign	EACH	$60.00
9.04	48" Reflective Sign	EACH	$120.00
9.05	Rubber Sign Stand (min. 38 lbs)	EACH	$110.00

DELINEATOR AND OBJECT MARKERS

ITEM	DESCRIPTION	UNIT	UNIT PRICE
10.01	62" Soil Mounted Flexible Guide Post w/ Soil Anchor w/ 3" x 12" Yellow H.I.P. Sheeting	EACH	$68.00
10.02	28" Cones w/ Reflective Bands - 9.5 lbs. min (two-piece cone with separate weighted base)	EACH	$26.25
10.03	36"- 42" Drums w/ Reflective Bands with Tire Ring Base	EACH	$45.00
10.04	Barrier reflector - GF-1	EACH	$3.25
10.05	Barrier reflector - GF-2	EACH	$7.05
10.06	Barrier reflector - CTB	EACH	$1.48
10.07	Temporary Flexible-Reflective Roadway Marker Tabs	EACH	$0.47
10.08	Reflector 6" x 12" (Size 3)	EACH	$5.25
10.09	12" x 36" Object Marker - OM -3L (H.I.P.)	EACH	$29.50
10.10	12" x 36" Object Marker - OM -3R (H.I.P.)	EACH	$29.50

10.11	12" x 36" Object Marker - OM -3C (H.I.P.)	EACH	$29.50
10.12	18" x 18" Object Marker - OM -4 (H.I.P.)	EACH	$33.50
10.13	36" (yellow or white) Flexible Delineator Post with 2-3" HI Wraps with base	EACH	$23.00
10.14	36" (yellow or white) Flexible Delineator Post with 2-3" HI Wraps	EACH	$14.50
10.15	48" (yellow or white) Flexible Delineator Post with 2-3" HI Wraps with base	EACH	$29.00
10.16	48" (yellow or white) Flexible Delineator Post with 2-3" HI Wraps	EACH	$20.50
10.17	600cc Epoxy Cartridge	EACH	$22.00
10.18	Adhesive 795A	EACH	$13.50
10.19	8" x 20' Butyl Roll	EACH	$90.00
10.20	8" x 8" Butyl Pads	EACH	$5.00
10.21	Modular Lane Separator Curb System	EACH	$115.00

CWZTCOL SUBSTRATES FOR SIGNS BLANKS FOR SHORT-TERM/SHORT DURATION

ITEM	DESCRIPTION	UNIT	UNIT PRICE
11.01	24" x 30" 10 MM Coroplast w/ Sheeting and Boarder (various colors)	EACH	$39.00
11.02	36" x 36" 10 MM Coroplast w/ Sheeting and Boarder (various colors)	EACH	$65.00
11.03	48" x 96" 10 MM Coroplast w/ Sheeting and Boarder (various colors)	EACH	$135.00
11.04	60" x 30" 10 MM Coroplast w/ Sheeting and Boarder (various colors)	EACH	$95.00

MISCELLANEOUS

ITEM	DESCRIPTION	UNIT	UNIT PRICE
12.01	Temporary Rumble Strips, Yellow	EACH	36000
12.02	Water Ballasted Barrier (Jersey Barrier) 32" min. height (orange)	EACH	450
12.03	Water Ballasted Barrier (Jersey Barrier) 32" min. height (white)	EACH	450

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1092250

Date Filed:
11/08/2023

Date Acknowledged:
11/08/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dobie Supply, LLC.
Buda, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22IFB56
signs and traffic materials

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Valera Byrd, and my date of birth is [redacted]

My address is 124 Teasley (street), Kyle (city), TX (state), 78640 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of Texas, on the 8 day of November (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **30.**

Meeting Date: 11/21/2023

Approval of Renewal #1 of Contract #23IFB14 Striping with D.I.J. Construction, Inc. for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of contract #23IFB14 Striping, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to D.I.J. Construction Inc for the 12-month term of January 10, 2024 - January 09, 2025, and authorizing execution of the renewal agreement.

Background

This is the first extension for this contract. The Road and Bridge Department has confirmed that the vendor met all of the County requirements for this contract and requests renewal. Funding Source is 01.0200.0210.003542. Department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1 Form and Price Tab

Form 1295 - DIJ Construction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 11:17 AM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 11:52 AM
Form Started By: Kim Chappius		Started On: 11/03/2023 11:25 AM
Final Approval Date: 11/15/2023		

WILCO TEXAS

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23IFB14	**Department:**	ROAD AND BRIDGE
Vendor Name:	DIJ CONSTRUCTION INC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR STRIPING			
Type of Contract:	IFB	**Start Date:**	01/10/2024
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	01/09/2025
Department Contact:			

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

Renewal Option Period 2	
Renewal Option Period 1	January 10, 2024 – January 09, 2025
Initial Contract Period	January 10, 2023 – January 09, 2024

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

Vendor D.I.J. Construction, Inc.

Name Tim Jarma

Title VP/ Estimator

Signature

Date 10/19/23

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

Bill Gravell, Jr

Williamson County Judge

Signature

Date

BID FORM
23IFB14 STRIPING
WILLIAMSON COUNTY - TEXAS

				D.I.J. CONSTRUCTION	
Item #	BID ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	TY II (PAINT) UNIT PRICE	TY I (THERMO, 90 mil) UNIT PRICE
	RETRACE STRIPING				
1	REFL PAV MRK (Y) 4" (SLD)	20000	LF	$ 0.15	$ 0.42
2	REFL PAV MRK (Y) 4" (BRK)	5000	LF	$ 0.15	$ 0.37
3	REFL PAV MRK (W) 4" (SLD)	20000	LF	$ 0.15	$ 0.42
4	REFL PAV MRK (W) 4" (BRK)	5000	LF	$ 0.15	$ 0.42
5	REFL PAV MRK (W) 4" (PROFILE)	10000	LF	$ 0.01	$ 0.60
6	REFL PAV MRK (Y) 4" (PROFILE)	15000	LF	$ 0.01	$ 0.60
7	REF PAV MRK (W) (ARROW)	150	EA	$ 35.00	$ 105.00
8	REF PAV MRK (W) (DBL ARROW)	40	EA	$ 35.00	$ 105.00
9	REFL PAV MRK (Y) 8"(SLD)	9000	LF	$ 0.20	$ 0.30
10	REFL PAV MRK (W) 8"(SLD)	9000	LF	$ 0.22	$ 0.65
11	REFL PAV MRK (Y) 12"(SLD)	5000	LF	$ 0.80	$ 2.85
12	REFL PAV MRK (W) 12"(SLD)	5000	LF	$ 1.10	$ 7.00
	NEW STRIPING				
13	REFL PAV MRK (Y) 4" (SLD)	20000	LF	$ 0.22	$ 0.42
14	REFL PAV MRK (Y) 4" (BRK)	5000	LF	$ 0.22	$ 0.37
15	REFL PAV MRK (W) 4" (SLD)	20000	LF	$ 0.22	$ 0.42
16	REFL PAV MRK (W) 4" (BRK)	5000	LF	$ 0.22	$ 0.42
17	REFL PAV (W) 4" (PROFILE)	10000	LF	$ 0.01	$ 0.60
18	REFL PAV (Y) 4" (PROFILE)	15000	LF	$ 0.01	$ 0.60
19	REF PAV MRK (W) (ARROW)	150	EA	$ 45.00	$ 105.00
20	REF PAV MRK (W) (DBL ARROW)	40	EA	$ 45.00	$ 105.00
21	REFL PAV MRK (Y) 8"(SLD)	12500	LF	$ 0.20	$ 0.30
22	REFL PAV MRK (W) 8"(SLD)	12500	LF	$ 0.40	$ 0.70
23	REFL PAV MRK (Y) 12"(SLD)	10000	LF	$ 0.85	$ 1.70
24	REFL PAV MRK (W) 12"(SLD)	10000	LF	$ 1.10	$ 7.00
25	REF PAV MRK (W) 18" (YLD TRI)	100	EA	$ 15.00	$ 23.00
26	REF PAV MRK (W) 36" (YLD TRI)	100	EA	$ 15.00	$ 23.00
27	REFL PAV MRK (W) (WORD)	40	EA	$ 60.00	$ 165.00
28	REFL PAV MRK (W)(RR XING) (X RR)	20	EA	$ 215.00	$ 400.00
29	RE PM (ACC PRK)(WHT)(SYMBOL ONLY)	20	EA	$ 20.00	$ 50.00
30	JIGGLE BAR TILE TY W	100	EA	$ 6.00	$ 6.00
31	REFL PAV MRKR TY II (BLUE)	100	EA	$ 5.00	$ 5.00
32	REFL PAV MRKR TY II-C-R	5000	EA	$ 3.25	$ 3.25
33	REFL PAV MRKR TY I-C	5000	EA	$ 3.25	$ 3.25
34	REFL PAV MRKR TY II-A-A	5000	EA	$ 3.50	$ 3.50
35	TRAFFIC BUTTON TY Y	200	EA	$ 2.25	$ 2.25
36	TRAFFIC BUTTON TY W	200	EA	$ 2.25	$ 2.25
37	ELIM EXT PAV MRK & MRKS (4")	2000	LF	$ 0.60	$ 0.60
38	ELIM EXT PAV MRK & MRKS (8")	1000	LF	$ 1.00	$ 1.00
39	ELIM EXT PAV MRK & MRKS (12")	1000	LF	$ 4.00	$ 4.00
40	ELIM EXT PAV MRK & MRKS (SYMBOL)	100	SF	$ 4.00	$ 4.00
41	ELIM EXT (RAISED PAVEMENT MARKERS)	1000	EA	$ 0.50	$ 0.50
42	RUMBLE STRIP	500	LF	$ 15.00	$ 15.00
43	ELIMINATE RUMBLE STRIP	500	LF	$ 5.00	$ 5.00
44	PAVEMENT SEALER 4"	5000	LF	$ 0.16	$ 0.16
45	PAVEMENT SEALER 8"	500	LF	$ 0.32	$ 0.32
46	PAVEMENT SEALER 12"	500	LF	$ 1.50	$ 1.50
47	PAVEMENT SEALER 18"	500	LF	$ 1.75	$ 1.75
48	PAVEMENT SEALER 24"	250	LF	$ 1.75	$ 1.75
49	WK ZN PAV MRK SHT TERM (TAB)TY W (REMOVAL ONLY)	5000	EA	$ 0.75	$ 0.75
50	WK ZN PAV MRK SHT TERM (TAB)TY Y (REMOVAL ONLY)	5000	EA	$ 0.75	$ 0.75
	MISCELLANEOUS				
51	INSTALL CURB SYSTEM (Y)	500	LF	$ 130.00	$ 130.00
52	INSTALL CURB SYSTEM (W)	500	LF	$ 130.00	$ 130.00
53	REMOVE CURB SYSTEM	500	LF	$ 80.00	$ 80.00
54	CURB PAINTING (Y) (INCLUDES STENCILING)	2000	LF	$ 1.15	$ 0.01
55	CURB PAINTING (RED) (INCLUDES STENCILING)	2000	LF	$ 1.50	$ 0.01

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1084848

Date Filed:
10/18/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
D.I.J. Construction, Inc.
Bertram, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23IFB14 Striping
Pavement markings and markers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Floyd, Danny	Bertram, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Tim Ivans, and my date of birth is [redacted].

My address is 2336 CR 252 (street), BERTRAM (city), TX (state), 78605 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in BURNET County, State of TEXAS, on the 19 day of OCT (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1084848

Date Filed:
10/18/2023

Date Acknowledged:
11/02/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

D.I.J. Construction, Inc.
Bertram, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23IFB14 Striping
Pavement markings and markers

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Floyd, Danny	Bertram, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **31.**

Meeting Date: 11/21/2023

Approval of Renewal #1 of Contract #23IFB19 Asphalt Cement with Ergon Asphalt and Emulsions, Inc. for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the extension of contract #23IFB19 Asphalt Cement, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Ergon Asphalt and Emulsions, Inc. for the 12-month term of January 10, 2024 - January 09, 2025, and authorizing execution of the renewal agreement.

Background

This is the first extension for this contract. The Road and Bridge Department has confirmed that the vendor met all of the County requirements on this contract and requests renewal. Funding Source is 01.0200.0210.003597. Department Point of Contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1 Form and Price Tab

Form 1295 - Ergon Asphalt and Emulsions Inc

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 11:48 AM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 11:53 AM
Form Started By: Kim Chappius		Started On: 11/03/2023 11:36 AM
Final Approval Date: 11/15/2023		

WILCO TEXAS

Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23IFB19	**Department:**	ROAD AND BRIDGE
Vendor Name:	ERGON ASPHALT & EMULSIONS INC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR ASPHALT CEMENT			
Type of Contract:	IFB	**Start Date:**	01/10/24
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	01/09/25
Department Contact:	KELLY MURPHY		

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

Renewal Option Period 2	
Renewal Option Period 1	JANUARY 10, 2024 – JANUARY 09, 2025
Initial Contract Period	JANUARY 10, 2023 – JANUARY 09, 2024

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

Vendor ERGON ASPHALT & EMULSIONS, INC.

Name KAREN SELLERS

Title ACCOUNT SPECIALIST

Signature Karen Sellers

Date OCTOBER 23, 2023

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

Williamson County AFFIDAVIT Authorized vendor representative

23IFB19 ASPHALT CEMENT				
				Ergon Asphalt & Emulsions Inc
Item #	Description	Estimated Quantity	Unit	Unit Price
1	Asphalt Cement (AC-10)	50,000	GAL	2.95
2	Asphalt Cement (AC-20)	50,000	GAL	2.84
3	Asphalt Cement (PG 64-22)	50,000	GAL	2.84

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1085506

Date Filed:
10/19/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Ergon Asphalt & Emulsions, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23IFB19
Renewal #1 for Asphalt Cement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is KAREN SELLERS, and my date of birth is [redacted].

My address is 11612 RM 2244, BUILDING 1, SUITE 250 (street) AUSTIN (city) TEXAS (state) 78738 (zip code) USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in TRAVIS County, State of TEXAS, on the 23rd day of OCTOBER (month), 20 23 (year).

Karen Sellers
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1085506

Date Filed:
10/19/2023

Date Acknowledged:
11/02/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ergon Asphalt & Emulsions, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23IFB19
Renewal #1 for Asphalt Cement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **32.**

Meeting Date: 11/21/2023

Sheriff's Administration Office Facade Repairs - Change Order #1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a change order from Falkenberg Construction Co., Inc. for an increase in substantial completion, for an additional 72 business days. New substantial completion date is January 19th, 2024.

Background

This change order is for Falkenberg Construction Co., Inc. to increase the substantial completion date by 72 days. The new substantial completion date will be 1/19/2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SO Jail Facade Repair - CO

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/15/2023 09:24 AM
Form Started By: Christy Matoska		Started On: 11/15/2023 09:15 AM
Final Approval Date: 11/15/2023		

CHANGE ORDER #01

FOR PROJECT: Sheriff's Administration Office Façade Repairs

CHANGE ORDER NO: #01 NTP Date: 6/27/23

DATE OF ISSUANCE: 11/13/2023

Contractor: Falkenberg Construction Co., Inc.

Project Architect: Trent Jacobs

Project Engineer: N/A

EXPLANATION:

1. Extension of substantial completion date from

CONTRACT CHANGE:

1. Time extension only.

Original Contract Amount	$ 233,558.73
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 0.00
Contract Sum be decreased/ by this Change Order in the amount of	$ 0.00
The new Contract Sum including this Change Order will be	$ 233,558.73
Percentage Increase of Change Orders over Original Contract Amount	0 %
The Contract Time will be changed by	Seventy-Two (72) business days.
The date of Substantial Completion as of the date of this Change Order	January 19th, 2024

RECOMMENDED BY:

John E. Castro		11/13/2023
Contractor's Printed Name	Signature	Date

REVIEWED BY:

Trenton H. Jacobs		11/14/23
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

Tommy Cockrell		11/13/2023
Owner's Representative	Signature	Date

Commissioners Court - Regular Session **33.**

Meeting Date: 11/21/2023

Atlas 22RFSQ147 WA1 SA1 On Call Materials Testing

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between Atlas Technical Consultants, LLC and Williamson County dated December 20, 2022 for On Call Materials Testing and Geotechnical Engineering Services. This supplemental is to increase the maximum amount payable to $100,000.00. Funding source: 01.0200.0210.004160.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas 22RFSQ147 WA1 SA1 On Call Materials Testing

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/08/2023 10:04 AM
County Judge Exec Asst.	Becky Pruitt	11/09/2023 10:28 AM
Form Started By: Vicky Edwards		Started On: 11/08/2023 09:16 AM
Final Approval Date: 11/09/2023		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Materials Testing & Geotechnical Engineering Services

This Supplemental Work Authorization No. __1_ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 20, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Atlas Technical Consultants, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **June 27, 2023** (the "Work Authorization");

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

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$50,000.00** to **$100,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Jimmy Baldwin	Bill Gravell, Jr.
Printed Name	Printed Name
Project Manager	Williamson County Judge
Title	Title
November 7, 2023	
Date	Date

Attachment C - Work Schedule

Atlas Technical Consultants, LLC will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **34.**

Meeting Date: 11/21/2023

Authorize Issuing RFSQ #24RFSQ9 General Engineering Consultant for the 2023 Road Bond Projects for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for General Engineering Consultant for the 2023 Road Bond Projects, under RFSQ #24RFSQ9. The funding source is Road Bonds.

Background

Williamson County is soliciting qualifications from engineering firms interested in providing General Engineering Consultant Services to assist Williamson County staff in managing its 2023 Road Bond projects and other County roadway associated planning and development activities. Budgeted amount is $16,000,000.00. Funding source is Road Bonds and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 02:22 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 02:23 PM
Form Started By: Johnny Grimaldo		Started On: 11/08/2023 01:12 PM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **35.**

Meeting Date: 11/21/2023

Authorize Issuing RFSQ #24RFSQ10 Wilco Liquid Asphalt Testing for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Wilco Liquid Asphalt Testing, under RFSQ #24RFSQ10.

Background

Williamson County is soliciting qualifications from engineering firms interested in providing liquid asphalt, foamed asphalt, emulsions, and asphaltic concrete testing services to assist Williamson County staff in planning, designing, and constructing Road Bond projects, Road and Bridge Department Projects and Williamson County facility projects. Budgeted amount is $250,000.00. The funding Source is 01.0200.0210.004100 ($25,000.00) and Road Bonds ($225,000.00) and the point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 02:25 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 02:32 PM
Form Started By: Johnny Grimaldo		Started On: 11/08/2023 01:13 PM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **36.**

Meeting Date: 11/21/2023

Authorize Issuing RFSQ #24RFSQ12 Wilco Materials Testing and Geotechnical Engineering Services for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Wilco Materials Testing and Geotechnical Engineering Services, under RFSQ #24RFSQ12.

Background

Providing Materials Testing and Geotechnical Engineering services to assist Williamson County staff in planning, designing, and constructing Road Bond, Road and Bridge Department and Facility projects. Budgeted amount is $250,000.00. Funding source is 01.0200.0210.004160 ($25,000.00), and Road Bonds ($225,000.00) the point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 02:29 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 02:33 PM
Form Started By: Johnny Grimaldo		Started On: 11/08/2023 01:13 PM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **37.**

Meeting Date: 11/21/2023

Authorize Issuing RFSQ #24RFSQ13 Wilco Land Surveying Services for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Wilco Land Surveying Services, under RFSQ #24RFSQ13.

Background

Providing land surveying services to assist Williamson County staff in planning, designing and construction of Road Bond projects, Road and Bridge Department projects and Williamson County Facility projects. Budgeted amount is $500,000.00. Funding Source is 01.0200.0210.004150 ($50,000.00) and Road Bonds ($450,000.00), and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 02:35 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 02:37 PM
Form Started By: Johnny Grimaldo		Started On: 11/08/2023 01:13 PM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **38.**

Meeting Date: 11/21/2023

Authorize Issuing RFSQ #24RFSQ16 Wilco Environmental Services for Road and Bridge

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 qualifications for Wilco Environmental Services, under RFSQ #24RFSQ16.

Background

Williamson County is soliciting qualifications from firms interested in providing Environmental Services to assist Williamson County staff in planning, designing, and constructing Road Bond projects, Road and Bridge Department Projects, Facility projects and assist with the Williamson County Habitat Conservation program. The budgeted amount is $300,000.00. Funding sources are 01.0200.0210.004100 ($30,000.00), Road Bonds ($270,000.00) and the point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 02:40 PM
Purchasing (Originator)		11/15/2023 02:40 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 04:04 PM
Form Started By: Johnny Grimaldo		Started On: 11/08/2023 01:13 PM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **39.**

Meeting Date: 11/21/2023

Authorize Issuing RFSQ #24RFSQ17 Wilco Traffic Engineering Services for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Wilco Traffic Engineering Services, under RFSQ #24RFSQ17.

Background

Williamson County is soliciting qualifications from engineering firms interested in providing Traffic Engineering services to assist Williamson County staff in planning, designing, and reviewing projects included in the County's 2023 Road Bond Program, Road and Bridge Department projects and the Development Services & Drainage Division program. The budgeted amount is $500,000.00. Funding Source is 01.0200.0210.004100 ($375,000.00), Road Bonds ($125,000.00) and the point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 02:47 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 04:04 PM
Form Started By: Johnny Grimaldo		Started On: 11/08/2023 01:13 PM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **40.**

Meeting Date: 11/21/2023

Authorize Issuing IFB #24IFB19 - Construction of County Road 138 Right Turn Lane to SH 130 for HNTB

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Construction of County Road 138 Right Turn Lane to SH130, under IFB #24IFB19. Funding Source is P463.

Background

Williamson County is seeking qualified contractors for the construction of right turn lane (RTL) from CR 138 to SH 130 consisting of grading, flex base, asphalt pavement, drainage, signing and pavement markings. Budgeted amount is $2,000,000.00. Funding Source is P463. Danette Chamberlin is Point of Contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 02:53 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 04:05 PM
Form Started By: Gretchen Glenn		Started On: 11/09/2023 03:27 PM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **41.**

Meeting Date: 11/21/2023

Authorize Issuing RFSQ #24RFSQ22 Engineering Services for Updating the Wilco Transportation Plan for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for Updating the Wilco Transportation Plan, under RFSQ #24RFSQ22. Funding source is P621 .

Background

Williamson County is soliciting qualifications for engineering firms interested in providing Engineering Services to assist Williamson County staff in updating the Williamson County Transportation Plan and other traffic engineering and modeling activities. The b udgeted amount is $1,500,000.00. The funding source is P621 and the department point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 03:00 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 04:06 PM
Form Started By: Johnny Grimaldo		Started On: 11/13/2023 10:16 AM
Final Approval Date: 11/15/2023		

Commissioners Court - Regular Session **42.**

Meeting Date: 11/21/2023

Replat of Lots 147 148 & 170 Block I Santa Rita Ranch Ph 4 Sec 2 subdivision – Pct 2

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat of Lots 147, 148 & 170, Block I, Santa Rita Ranch Phase 4, Section 2 subdivision – Precinct 2.

Background

This replat consists of 2 open space/water quality/drainage/landscape/utility lots and 375 linear feet of new public roads. The purpose of the replat is to reconfigure the existing lots and roadway layout. Roadway and drainage construction are not yet complete but a performance bond in the amount of $69,959.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2023-08-28 – initial submittal of the replat
2023-09-27 – 1st review complete with comments
2023-10-18 – 2nd submittal of replat
2023-10-31 – receipt of replat with signatures
2023-11-01 – 2nd review complete with comments
2023-11-07 – 3rd submittal of replat
2023-11-15 – 3rd review complete with minor comments
2023-11-15 – 4th submittal of the replat
2023-11-15 – 4th review complete with comments clear
2023-11-16 – replat placed on the November 21, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

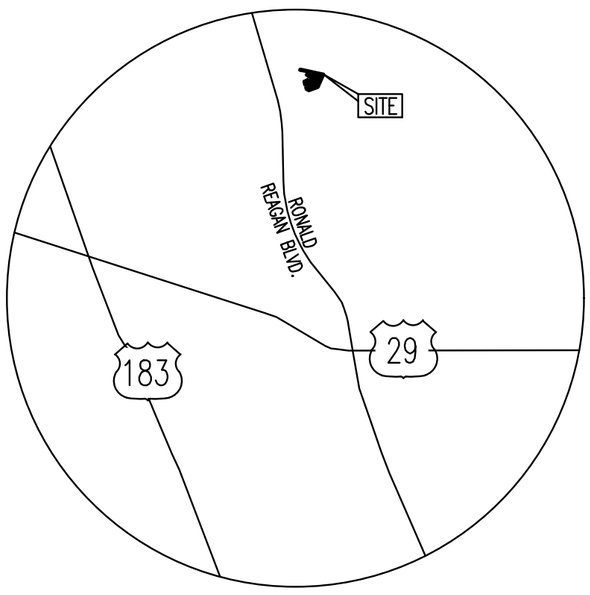
Attachments

replat - SRR 4-2 Lots 147, 148 & 170, Blk I

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 11:47 AM
Form Started By: Adam Boatright		Started On: 11/16/2023 11:30 AM
Final Approval Date: 11/16/2023		

SANTA RITA RANCH PHASE 4, SECTION 2
REPLAT OF LOTS 147-148, 170, BLOCK I, AND A PORTION OF PALATINO BEND



VICINITY MAP

SCALE: 1" = 100'

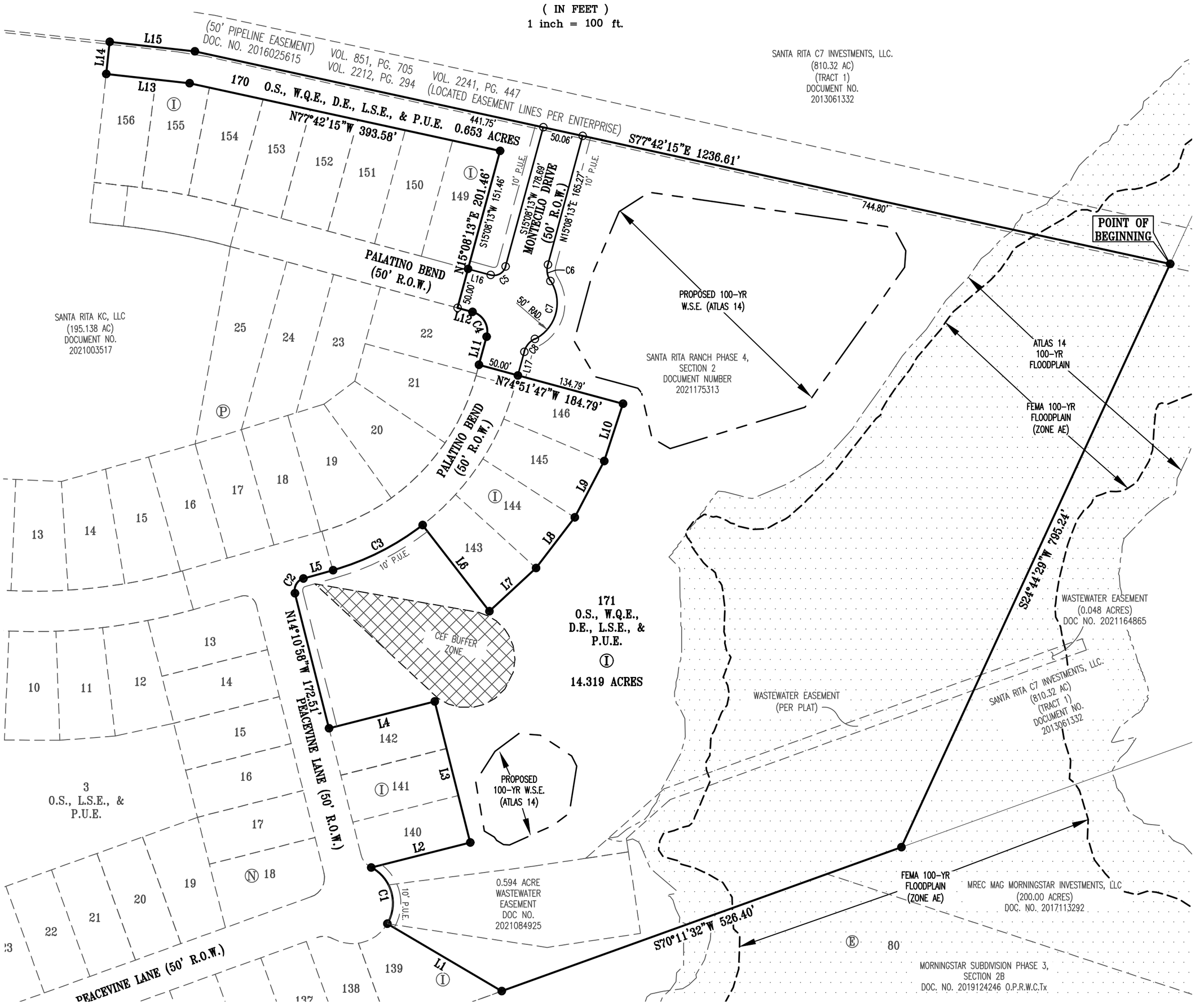
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

⊕	BENCHMARK	P.U.E.	PUBLIC UTILITY EASEMENT
●	CAPPED 1/2" IRON ROD SET	D.E.	DRAINAGE EASEMENT
○	CAPPED 1/2" IRON ROD FOUND	W.Q.E.	WATER QUALITY EASEMENT
1	LOT NUMBER	L.S.E.	LANDSCAPE EASEMENT
Ⓐ	BLOCK DESIGNATION	· · · · · ·	APPROXIMATE LOCATION OF PROPOSED SIDEWALK
B.S.L.	BUILDING SETBACK LINE	MIN FFE XXX.X	MINIMUM FINISHED FLOOR ELEVATION



DATE: OCTOBER 17, 2023

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

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

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

TOTAL ACREAGE: 15.414 ACRES
SURVEY: GREENLEAF-FISK SURVEY, ABSTRACT NO. 5

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

TOTAL OF LOTS	2
SINGLE FAMILY LOTS:	0
O.S., W.Q.E., D.E., P.U.E. & L.S.E LOTS:	2

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
PALATINO BEND	155'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
MONTECILO DRIVE	220'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	375'					

SHEET NO. 1 OF 3

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

J:\AC3D\5256\Survey\REPLAT - SANTA RITA RANCH PHASE 4 SECTION 2

SANTA RITA RANCH PHASE 4, SECTION 2
REPLAT OF LOTS 147-148, 170, BLOCK I, AND A PORTION OF PALATINO BEND

METES AND BOUNDS

BEING A 15.414 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING COMPROMISED OF ALL OF LOTS 147 THROUGH 148, BLOCK I, LOT 170, BLOCK I, AND A PORTION OF PALATINO BEND (50' R.O.W.), SANTA RITA RANCH PHASE 4, SECTION 2, RECORDED IN DOCUMENT NUMBER 2021175313, OFFICIAL PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 15.414 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 170, BLOCK I, BEING THE EAST CORNER OF A CALLED 195.138 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC IN DOCUMENT NUMBER 2021003517, FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S24°44'29"W, WITH THE COMMON LINE OF SAID LOT 170, SAID 195.138 ACRE TRACT OF LAND, AND OVER AND ACROSS A CALLED 810.32 ACRE TRACT OF LAND CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC IN DOCUMENT NUMBER 2013061332, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A DISTANCE OF 795.24 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND ON A NORTH LINE OF A CALLED 200.00 ACRE TRACT OF LAND CONVEYED TO MREC MAG MORNINGSTAR INVESTMENTS, LLC IN DOCUMENT NUMBER 2017113292, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING AN EASTERN CORNER OF SAID 195.138 ACRE TRACT OF LAND, SAME BEING THE SOUTHEAST CORNER OF SAID LOT 170, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S70°11'32"W, A DISTANCE OF 526.40 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND AT THE EAST CORNER OF LOT 139, BLOCK I, SAID SANTA RITA RANCH PHASE 4, SECTION 2, BEING THE SOUTHWEST CORNER OF SAID LOT 170, BLOCK I, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, ALONG THE BOUNDARY LINE OF SAID LOT 170, BLOCK I, THE RIGHT-OF-WAY OF PEACEVINE LANE (50' R.O.W.), THE RIGHT-OF-WAY OF PALATINO BEND (50' R.O.W.), LOTS 139, 140, 141, 142, 143, 144, 145, AND 146, BLOCK I, SAID SANTA RITA RANCH PHASE 4, SECTION 2, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES, NUMBERED 1 THROUGH 14,

1) N59°31'03"W, A DISTANCE OF 164.48 FEET TO A 1/2 INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT,
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 81.03 FEET, AND A CHORD THAT BEARS N15°56'42"W, A DISTANCE OF 72.45 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, FOR CORNER,
3) N75°49'02"E, A DISTANCE OF 126.67 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, FOR CORNER,
4) N14°10'58"W, A DISTANCE OF 180.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, FOR CORNER,
5) S75°49'02"W, A DISTANCE OF 135.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, FOR CORNER,
6) N14°10'58"W, A DISTANCE OF 172.51 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT,
7) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.15 FEET, AND A CHORD THAT BEARS N30°02'00"E, A DISTANCE OF 20.92 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, FOR CORNER,
8) N74°14'58"E, A DISTANCE OF 38.05 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT,
9) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, AN ARC LENGTH OF 125.03 FEET, AND A CHORD THAT BEARS N63°13'42"E, A DISTANCE OF 124.26 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, FOR CORNER,
10) S37°47'35"E, A DISTANCE OF 135.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, FOR CORNER,
11) N47°17'24"E, A DISTANCE OF 78.86 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, FOR CORNER,
12) N37°27'21"E, A DISTANCE OF 78.86 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, FOR CORNER,
13) N27°37'18"E, A DISTANCE OF 78.86 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, FOR CORNER,
14) N18°03'34"E, A DISTANCE OF 74.51 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND, FOR CORNER,
15) N74°51'47"W, OVER AND ACROSS SAID PALATINO BEND, A DISTANCE OF 184.79 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND ON THE WEST LINE OF SAID PALATINO BEND, BEING ON THE EAST LINE OF LOT 22, BLOCK P, SAID SANTA RITA RANCH PHASE 4, SECTION 2,

THENCE, ALONG THE COMMON BOUNDARY LINE OF SAID LOT 22, BLOCK P, AND THE RIGHT-OF-WAY LINE OF PALATINO BEND (50' R.O.W.), THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED ONE THROUGH THREE,

1) N15°08'13"E, A DISTANCE OF 36.17 FEET TO A 1/2 INCH IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT,
2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.27 FEET, AND A CHORD THAT BEARS N29°51'47"W A DISTANCE OF 35.36 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
3) N74°51'47"W, A DISTANCE OF 19.03 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,

THENCE, N15°08'13"E, OVER AND ACROSS SAID PALATINO BEND (50' R.O.W.), WITH THE COMMON LINE OF LOT 149, SAID SANTA RITA RANCH PHASE 4, SECTION 2, AND SAID LOT 170, BLOCK I, A DISTANCE OF 201.46 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 150, BEING THE NORTHWEST CORNER OF SAID LOT 149, SAME BEING ON A SOUTHERN LINE OF SAID LOT 170, BLOCK I,

THENCE, N77°42'15"W, ALONG THE COMMON BOUNDARY LINE OF LOTS 149, 150, 151, 152, 153, 154 AND 155, BLOCK I, SAID SANTA RITA RANCH PHASE 4, SECTION 2, AND SAID LOT 170, BLOCK I, A DISTANCE OF 393.58 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND IN THE NORTH LINE OF SAID LOT 155,

THENCE, N83°42'11"W, ALONG THE COMMON BOUNDARY OF SAID LOT 155, LOT 156, BLOCK I, SAID SANTA RITA RANCH PHASE 4, SECTION 2, AND SAID LOT 170, BLOCK I, A DISTANCE OF 103.98 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 156, BLOCK I,

THENCE, N06°17'49"E, CONTINUING OVER AND ACROSS SAID 195.138 ACRE TRACT AND WITH A WESTERN LINE OF SAID LOT 170, BLOCK I, A DISTANCE OF 40.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 170, BEING IN THE NORTH LINE OF SAID 195.38 ACRE TRACT OF LAND, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE NORTH LINE OF SAID LOT 170, SAID 195.138 ACRE TRACT OF LAND, AND CONTINUING OVER AND ACROSS SAID 810.32 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) S83°42'11"E, A DISTANCE OF 106.08 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR CORNER, AND
2) S77°42'15"E, A DISTANCE OF 1236.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.414 ACRES OF LAND.

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
5. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF SANTA RITA RANCH PHASE 4, SECTION 2, AS RECORDED IN DOCUMENT NO. 2021175313 IN OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE PROPOSED 100-YR FLOODPLAIN BOUNDARY PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CALRSON, BRIGANCE & DOERING, INC., DATED NOVEMBER 4, 2020. THE FEMA 100-YR FLOODPLAIN SHOWN ON THE PLAT WAS TAKEN FROM THE FEMA FIRM No. 48491C 0275E, EFFECTIVE SEPTEMBER 26, 2008, AND THE FEMA L.O.M.R. No 16-06-0501P, EFFECTIVE MARCH 2, 2017. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THE PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO EITHER THE BASE FLOOD ELEVATION OF THE PROPOSED 100-YR FLOODPLAIN BOUNDARY PER ATLAS 14, OR BY ADDING ONE (1) FOOT TO THE 100-YR WATER SURFACE ELEVATION OF THE WATER QUALITY/DETENTION POND DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED NOVEMBER 4, 2020.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
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.

WATER AND WASTEWATER:

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

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	81.03	50.00	N15°56'42"W	72.45	52.56	92°51'17"
C2	23.15	15.00	N30°02'00"E	20.92	14.60	88°25'55"
C3	125.03	325.00	N63°13'42"E	124.26	63.30	22°02'32"
C4	39.27	25.00	N29°51'47"W	35.36	25.00	90°00'00"
C5	23.56	15.00	N60°08'13"E	21.21	15.00	90°00'00"
C6	21.03	25.00	S08°57'28"E	20.41	11.18	48°11'23"
C7	84.11	50.00	N15°08'13"E	74.54	55.90	96°22'46"
C8	21.03	25.00	S39°13'55"W	20.41	11.18	48°11'23"

Line Table		
Line #	Length	Direction
L1	164.48	N59°31'03"W
L2	126.67	N75°49'02"E
L3	180.00	N14°10'58"W
L4	135.00	S75°49'02"W
L5	38.05	N74°14'58"E
L6	135.00	S37°47'35"E
L7	78.86	N47°17'24"E
L8	78.86	N37°27'21"E
L9	78.86	N27°37'18"E

Line Table		
Line #	Length	Direction
L10	74.51	N18°03'34"E
L11	36.17	N15°08'13"E
L12	19.03	N74°51'47"W
L13	103.98	N83°42'11"W
L14	40.00	N06°17'49"E
L15	106.08	S83°42'11"E
L16	29.03	S74°51'47"E
L17	30.26	N15°08'13"E

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

J:\AC3D\5256\Survey\REPLAT - SANTA RITA RANCH PHASE 4 SECTION 2

SANTA RITA RANCH PHASE 4, SECTION 2
REPLAT OF LOTS 147-148, 170, BLOCK I, AND A PORTION OF PALATINO BEND

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER LOTS 147-148, AND LOT 170, BLOCK I, SANTA RITA RANCH PHASE 4, SECTION 2, RECORDED IN DOCUMENT NUMBER 2021175313, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE, 15.414 ACRE SAID TRACTS 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. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 4, SECTION 2
REPLAT OF LOTS 147-148, 170, BLOCK I, AND A PORTION OF PALATINO BEND"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF October, 20 23.

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

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

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

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 19 DAY OF October, 20 23 A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

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

CONSENT OF MORTGAGEE

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

INTERNATIONAL BANK OF COMMERCE,

A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Jason Rangel
TITLE: Senior Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 20 DAY OF October, A.D., 2023.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernández

MY COMMISSION EXPIRES 6-02-2024

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

CITY OF LIBERTY HILL APPROVAL

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

_____ 10/24/2023
PAUL BRANDENBURG, CITY MANAGER DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 18 DAY OF October, 2023 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

STATE OF TEXAS:

COUNTY OF TRAVIS:

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

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

ENGINEERING BY: _____ 10/19/2023
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

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

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

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

STATE OF TEXAS:

COUNTY OF TRAVIS:

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

SURVEYED BY: _____ 19Oct2023
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

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

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

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 3 OF 3

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

Commissioners Court - Regular Session **43.**

Meeting Date: 11/21/2023

Preliminary plat for the Homestead Ranch subdivision – Pct 3

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Homestead Ranch subdivision – Precinct 3.

Background

This proposed subdivision consists of 36 single family lots, 3 drainage/open space lots, and 3,200 linear feet of new roads on 64.11 acres.

Timeline

2022-07-25 – initial submittal of the preliminary plat
2022-08-24 – 1st review complete with comments
2023-01-12 – 2nd submittal of preliminary plat
2023-01-27 – 2nd review complete with comments
2023-03-03 – 3rd submittal of preliminary plat
2023-03-17 – 3rd review complete with comments
2023-03-31 – 4th submittal of preliminary plat
2023-04-12 – 4th review complete with comments
2023-07-28 – 5th submittal of preliminary plat
2023-08-11 – 5th review complete with comments
2023-10-18 – 6th submittal of preliminary plat
2023-11-02 – 6th review complete with comments
2023-11-08 – 7th submittal of preliminary plat
2023-11-15 – 7th review complete with minor comments
2023-11-16 – 8th submittal of preliminary plat
2023-11-16 – 8th review complete with comments clear
2023-11-16 – preliminary placed on the November 21, 2023 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Homestead Ranch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 11:50 AM
Form Started By: Adam Boatright		Started On: 11/16/2023 11:47 AM
Final Approval Date: 11/16/2023		

DEVELOPER:

GROUP THREE BUILDERS
3550 LAKELINE BLVD, SUITE 170
LEANDER, TX 78641
PH. (512) 672-8453

ENGINEER/SURVEYOR/PLANNER:

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

3100 Alvin Devane Boulevard, Suite 150
Austin, Texas 78741-7425
(512) 441-9493 (Phone)
(512) 445-2286 (Fax)

HOMESTEAD RANCH
PRELIMINARY PLAN

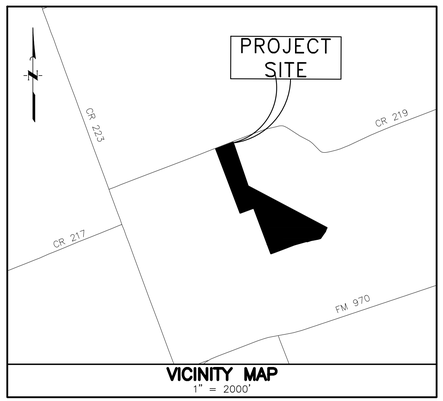
WILLIAMSON COUNTY

MARCH 2023

DATE OF INIT. SUBMITTAL:
1/14/2022

INDEX OF DRAWINGS

SHEET #	TITLE
1.	COVER SHEET & INDEX
2.	EXISTING CONDITIONS (1 OF 2)
3.	EXISTING CONDITIONS (2 OF 2)
4.	PRELIMINARY PLAT
5.	ENLARGED PRELIMINARY PLAT
6.	MASTER DEVELOPMENT PLAN (1 OF 2)
7.	MASTER DEVELOPMENT PLAN (2 OF 2)
8.	SCHEMATIC UTILITY PLAN (1 OF 2)
9.	SCHEMATIC UTILITY PLAN (2 OF 2)
10.	EXISTING DRAINAGE AREA MAP (1 OF 2)
11.	EXISTING DRAINAGE AREA MAP (2 OF 2)
12.	PROPOSED DRAINAGE AREA MAP (1 OF 2)
13.	PROPOSED DRAINAGE AREA MAP (2 OF 2)



VICINITY MAP
1" = 2000'

NOTES:

1. THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF WILLIAMSON COUNTY.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO OFFSITE WATER CONNECTION.
3. A BUILDING PERMIT MAY BE REQUIRED FROM WILLIAMSON COUNTY PRIOR TO ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION.
4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY WILLIAMSON COUNTY.
6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
7. ALL DRIVE LANES, FIRE LANES, AND DRIVEWAYS WITHIN THIS SUBDIVISION SHALL PROVIDE FOR RECIPROCAL ACCESS FOR INGRESS AND EGRESS TO ALL OTHER LOTS WITHIN THE SUBDIVISION AND TO ADJACENT PROPERTIES.
8. A PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA SHOWN ON FLOOD INSURANCE RATE MAP PANELS #48491C0100E, EFFECTIVE ON 09/26/2008.
9. THIS PRELIMINARY PLAN IS CONTINGENT ON OFFSITE WATER IMPROVEMENTS INSTALLATION BEING COMPLETED.
10. THIS SITE DOES LIE OVER THE EDWARDS AQUIFER CONTRIBUTING ZONE AND A CZP APPLICATION APPROVAL LETTER WILL NEED TO BE PROVIDED PRIOR TO APPROVAL OF CONSTRUCTION PLANS.
11. THIS PRELIMINARY PLAN ASSUMES AN ENGINEER'S REPORT WILL BE PROVIDED IN CONJUNCTION WITH THIS SUBMITTAL.
12. THIS PLAN IS CONCEPTUAL. ALL APPLICABLE COUNTY ORDINANCES SHALL APPLY UNLESS OTHERWISE NOTED.
13. WATER SERVICE IS PROVIDED BY: CITY OF GEORGETOWN
14. WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITIES
15. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

BEARING BASIS NOTE:

The bearings shown hereon are referenced to the Texas Coordinate System of 1983, Central Zone. Coordinated and distances shown are Surface Values. Combined Scale Factor is 1.00011.

All easements of of which I have knowledge and those recorded easements furnished by Stewart Title Guaranty Company, according to File No. 160071861, issued November 17, 2016, are shown or depicted hereon.

_____
Rex L. Hackett Date
Registered Professional Land Surveyor No. 5573
Date: January 4th, 2022

THIS SURVEY PLAT IS VALID ONLY IF IT BEARS THE ORIGINAL SEAL OF THE ABOVE SURVEYOR

STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED PROFESSIONAL ENGINEER

11/16/2023
_____
John Alvarez II, P.E. Date

LAND USE TABLE

USE	LOTS	SIZE(AC.)
SINGLE FAM.	36	49.15
STREET ROW		5.25
DRAINAGE/OPEN SPACE	3	6.67
FUTURE WILCO. ROW	3	2.19
TOTAL	42	64.11

STREET TABLE

PUBLIC STREETS

NAME	LENGTH (FT)
HOMESTEAD RANCH DR.	2,850
BRISCOE RANCH DR.	350
TOTAL	3,200

PRELIMINARY PLAN – NOT FOR CONSTRUCTION

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

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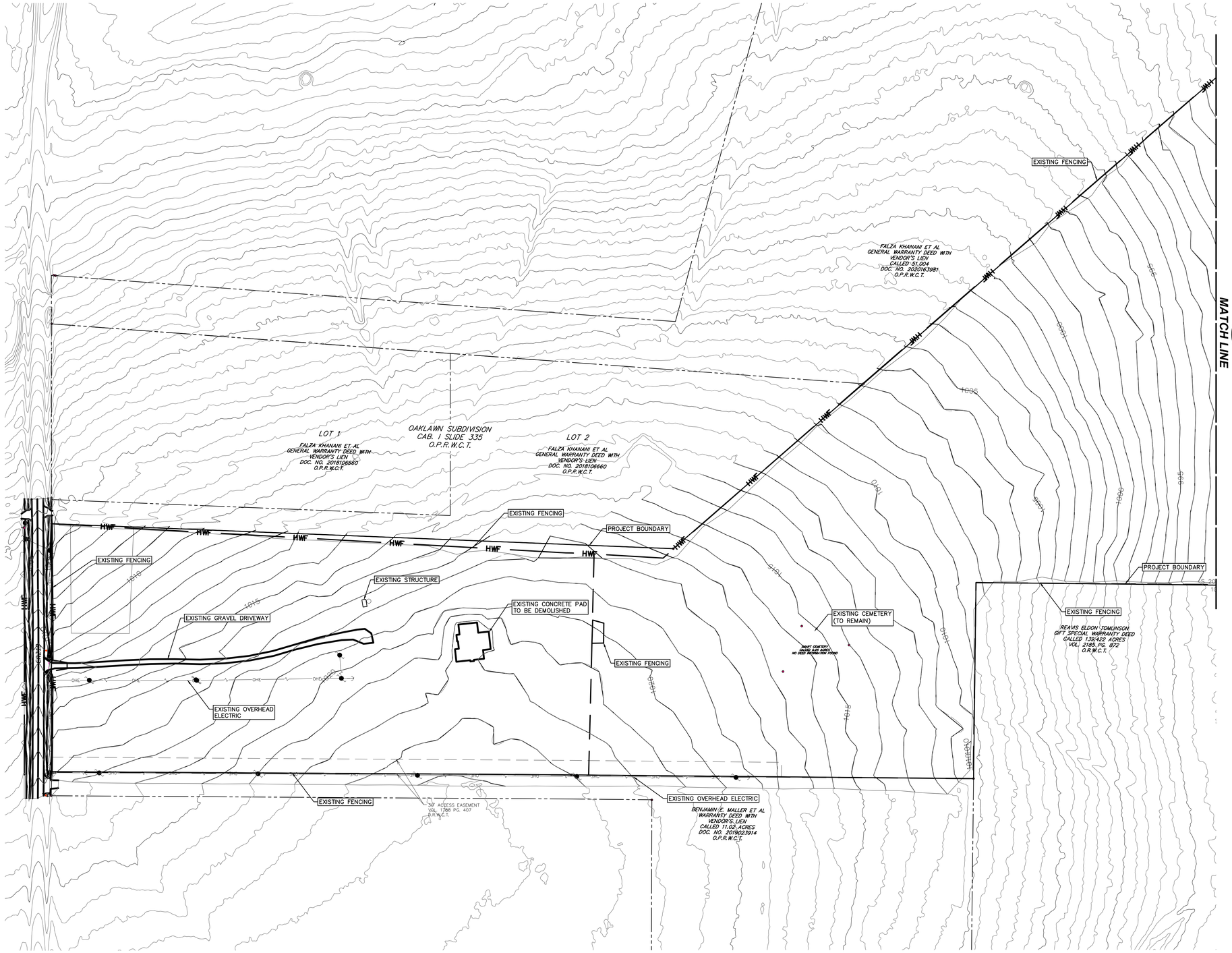

0 50 100 200 400 600

SCALE: 1" = 200'

LEGEND

- SITE BOUNDARY
- FEMA 100-YR FLOODPLAIN
- OHE — OVERHEAD ELEC W/POWER POLE
- HWF — FENCING
- 700 — GROUND CONTOUR

FLOODPLAIN NOTE:

A PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA SHOWN ON FLOOD INSURANCE RATE MAP PANELS #48491C0100E, EFFECTIVE ON 09/26/2008.

No.	Date	REVISIONS	App.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Firm # 22001 | 10041100
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

SCALE: AS SHOWN | DESIGNED BY: JCM/FR
DATE: MARCH 2023 | CHECKED BY: DWP/JAA
JOB NO.: 17498-0001-00 | DRAWN BY: JCM/FR

STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED
PROFESSIONAL ENGINEER
11/16/2023

GROUP THREE BUILDERS
HOMESTEAD RANCH

EXISTING CONDITIONS 1 OF 2

SHEET NO. 2
OF 13

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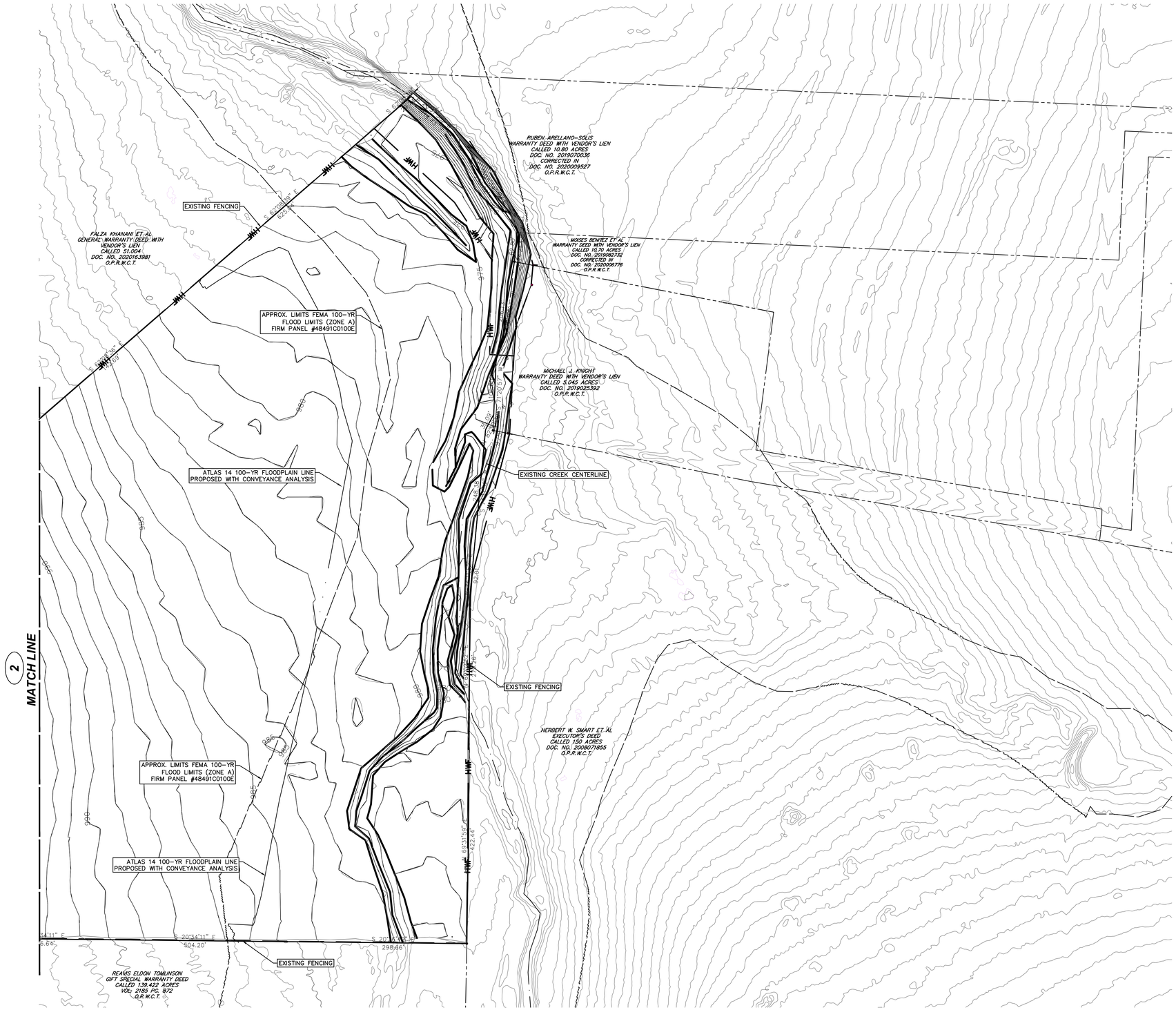

0 50 100 200 400 600

SCALE: 1" = 200'

LEGEND

- SITE BOUNDARY
- FEMA 100-YR FLOODPLAIN
- OHE — OVERHEAD ELEC W/POWER POLE
- FENCING
- 700 — GROUND CONTOUR

FLOODPLAIN NOTE:

A PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA SHOWN ON FLOOD INSURANCE RATE MAP PANELS #48491C0100E, EFFECTIVE ON 09/26/2008.

REVISIONS

No.	Date	App.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Firm: F-23290 | LSC-100100
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

SCALE: AS SHOWN
DATE: MARCH 2023
JOB NO.: 17498-0001-00
DESIGNED BY: JCM/FR
CHECKED BY: DWP/JAA
DRAWN BY: JCM/FR

STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED PROFESSIONAL ENGINEER
11/16/2023

GROUP THREE BUILDERS
HOMESTEAD RANCH

EXISTING CONDITIONS 2 of 2

SHEET NO. 3
OF 13

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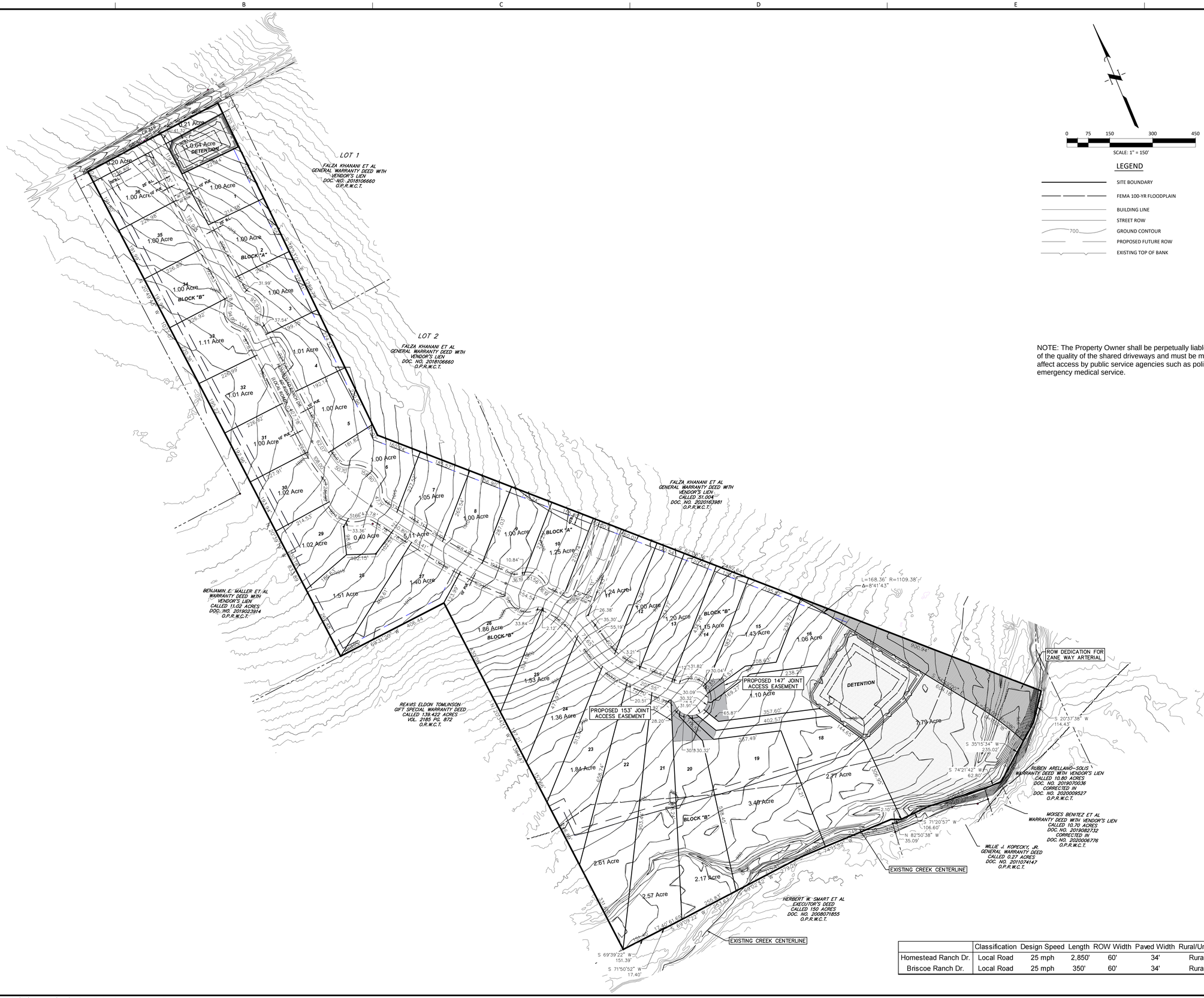
K:\17498\17498-0001-00 CR 219- 64 Acre Florence Tract\2 Design Phase\CAD\Preliminary Plan\Sheets\17498 Prelim Plan.dwg abmartinez- November 15, 2023



0 75 150 300 450

SCALE: 1" = 150'

LEGEND

- SITE BOUNDARY
- FEMA 100-YR FLOODPLAIN
- BUILDING LINE
- STREET ROW
- 700 GROUND CONTOUR
- PROPOSED FUTURE ROW
- EXISTING TOP OF BANK

NOTE: The Property Owner shall be perpetually liable for maintenance of the quality of the shared driveways and must be maintained as to not affect access by public service agencies such as police, fire, and emergency medical service.

	Classification	Design Speed	Length	ROW Width	Paved Width	Rural/Urban	Private/Public
Homestead Ranch Dr.	Local Road	25 mph	2,850'	60'	34'	Rural	Public
Briscoe Ranch Dr.	Local Road	25 mph	350'	60'	34'	Rural	Public

No.	Date	REVISIONS	App.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Firm #: F-23290 | 10041100
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

SCALE: AS SHOWN
DATE: MARCH 2023
JOB NO.: 17498-0001-00
DESIGNED BY: JCM/FR
CHECKED BY: DWP/JAA
DRAWN BY: JCM/FR

STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED
PROFESSIONAL ENGINEER
11/16/2023

GROUP THREE BUILDERS
HOMESTEAD RANCH

PRELIMINARY PLAT

SHEET NO. 4
OF 13

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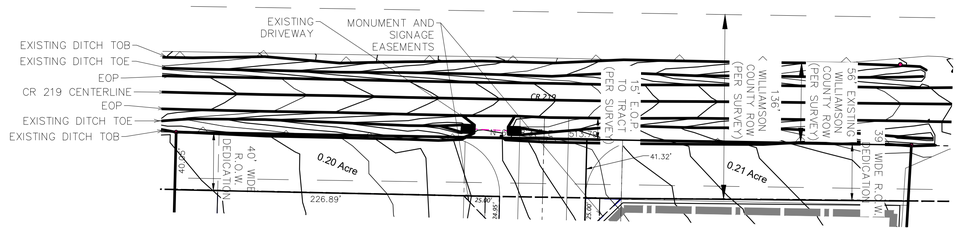

ENTRANCE DETAIL

LEGEND

- SITE BOUNDARY
- FEMA 100-YR FLOODPLAIN
- BUILDING LINE
- STREET ROW
- 700 GROUND CONTOUR
- PROPOSED FUTURE ROW
- EXISTING TOP OF BANK

PER APPENDIX 10.16.
-LOTS Nos. 18, 19 & 20 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
-LOTS Nos. 15, 16, & 17 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 20°37'38" W	114.43'
L2	S 74°21'42" W	62.80'
L3	S 10°12'09" E	38.74'
L4	S 71°20'57" W	106.60'
L5	S 71°20'57" W	32.30'
L6	N 82°50'38" W	35.09'
L7	S 71°50'52" W	17.40'

No.	Date	REVISIONS	App.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Firm: F-23294 | 12048100
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

SCALE: AS SHOWN | DESIGNED BY: JCM/FR
DATE: MARCH 2023 | CHECKED BY: DWP/JAA
JOB NO.: 17498-0001-00 | DRAWN BY: JCM/FR

STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED PROFESSIONAL ENGINEER
11/16/2023

GROUP THREE BUILDERS
HOMESTEAD RANCH

ENLARGED PRELIMINARY PLAT

SHEET NO. 5
OF 13

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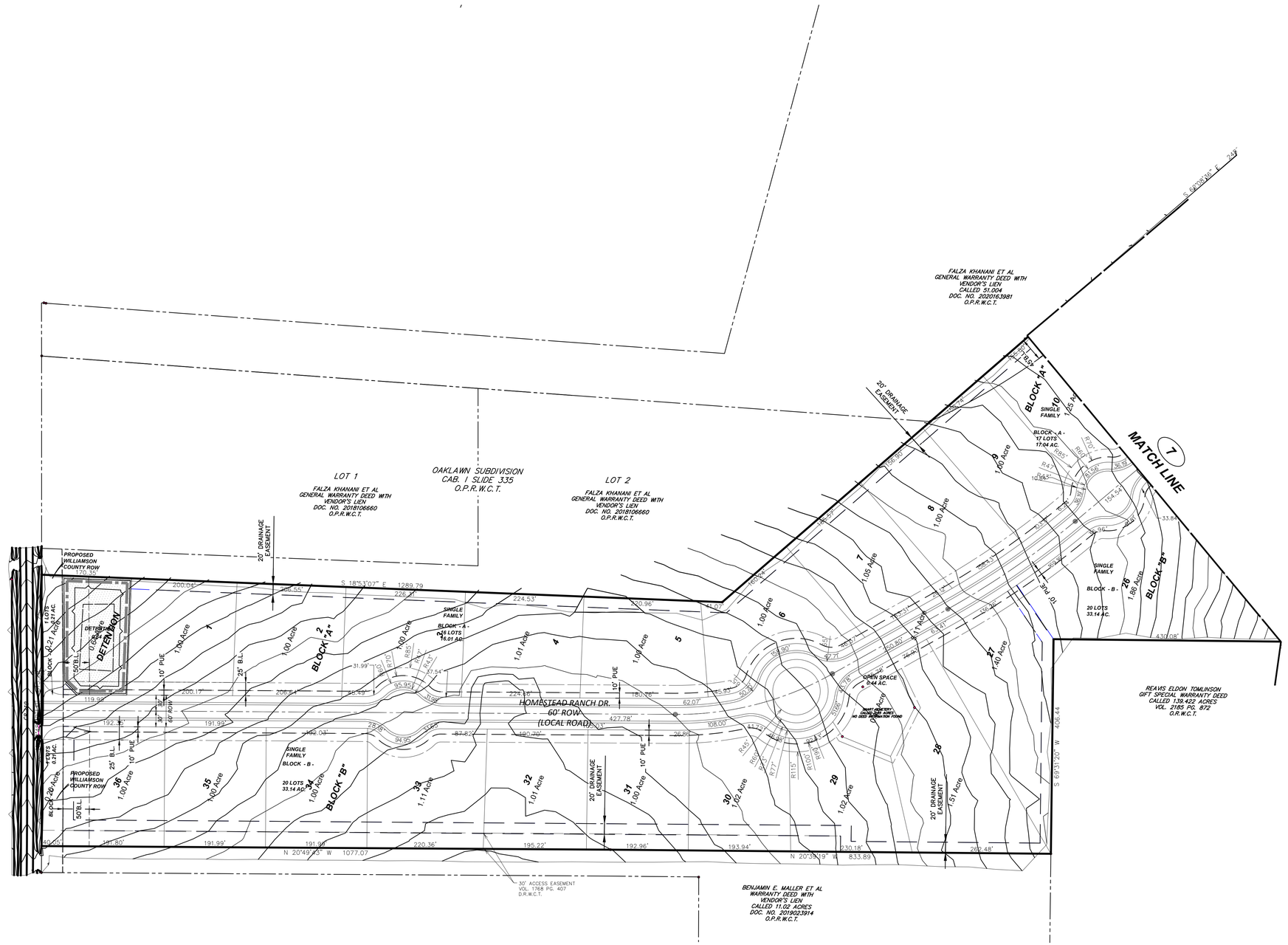
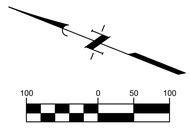




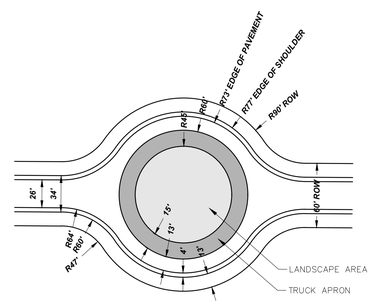
LEGEND

SITE BOUNDARY

STREET ROW

LAND USE TABLE

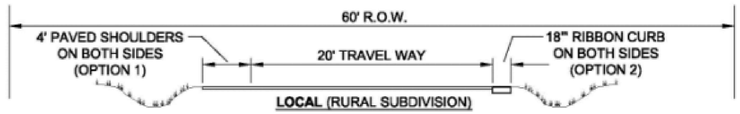
USE	LOTS	SIZE(AC.)
SINGLE FAM.	36	49.15
STREET ROW		6.10
DRAINAGE/OPEN SPACE	3	6.67
FUTURE WILCO. ROW	3	2.19
TOTAL	42	64.11



ROUNDABOUT DETAIL

PER CHAPTER 6 OF NATIONAL COOPERATIVE HIGHTWAY RESEARCH PROGRAM REPORT 672

NOTE: Minimum paved width of 26 feet, exclusive of shoulders, ribbon curb and/or curb & gutter, is required for all roads with fire hydrants.



LOCAL (RURAL SUBDIVISION)

WILLIAMSON COUNTY SUBDIVISION REGULATIONS
APPENDIX G (EFFECTIVE DECEMBER 7, 2021)

REVISIONS

No.	Date	App.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Firm # 10394100
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

SCALE: AS SHOWN | DESIGNED BY: JCM/FR
DATE: MARCH 2023 | CHECKED BY: DWP/JAA
JOB NO.: 17498-0001-00 | DRAWN BY: JCM/FR

STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED PROFESSIONAL ENGINEER
11/16/2023

GROUP THREE BUILDERS
HOMESTEAD RANCH

MASTER PLAN 1 OF 2

SHEET NO. 6
OF 13

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LEGEND

SITE BOUNDARY

STREET ROW

LAND USE TABLE

USE	LOTS	SIZE(AC.)
SINGLE FAM.	36	49.15
STREET ROW		6.10
DRAINAGE/OPEN SPACE	3	6.67
FUTURE WILCO. ROW	3	2.19
TOTAL	42	64.11

PER APPENDIX 10.16.

-LOTS Nos. 18, 19 & 20 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

-LOTS Nos. 15, 16, & 17 SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

NOTE: Minimum paved width of 26 feet, exclusive of shoulders, ribbon curb and/or curb & gutter, is required for all roads with fire hydrants.

LOCAL (RURAL SUBDIVISION)

WILLIAMSON COUNTY SUBDIVISION REGULATIONS
APPENDIX G (EFFECTIVE DECEMBER 7, 2021)

REVISIONS

No.	Date	App.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Firm: F-23291 • TBPELS #100180
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

SCALE: AS SHOWN | DESIGNED BY: JCM/FR
DATE: MARCH 2023 | CHECKED BY: DWP/JAA
JOB NO.: 17498-0001-00 | DRAWN BY: JCM/FR

STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED PROFESSIONAL ENGINEER
11/16/2023

GROUP THREE BUILDERS
HOMESTEAD RANCH

MASTER PLAN 2 OF 2

SHEET NO. 7
OF 13

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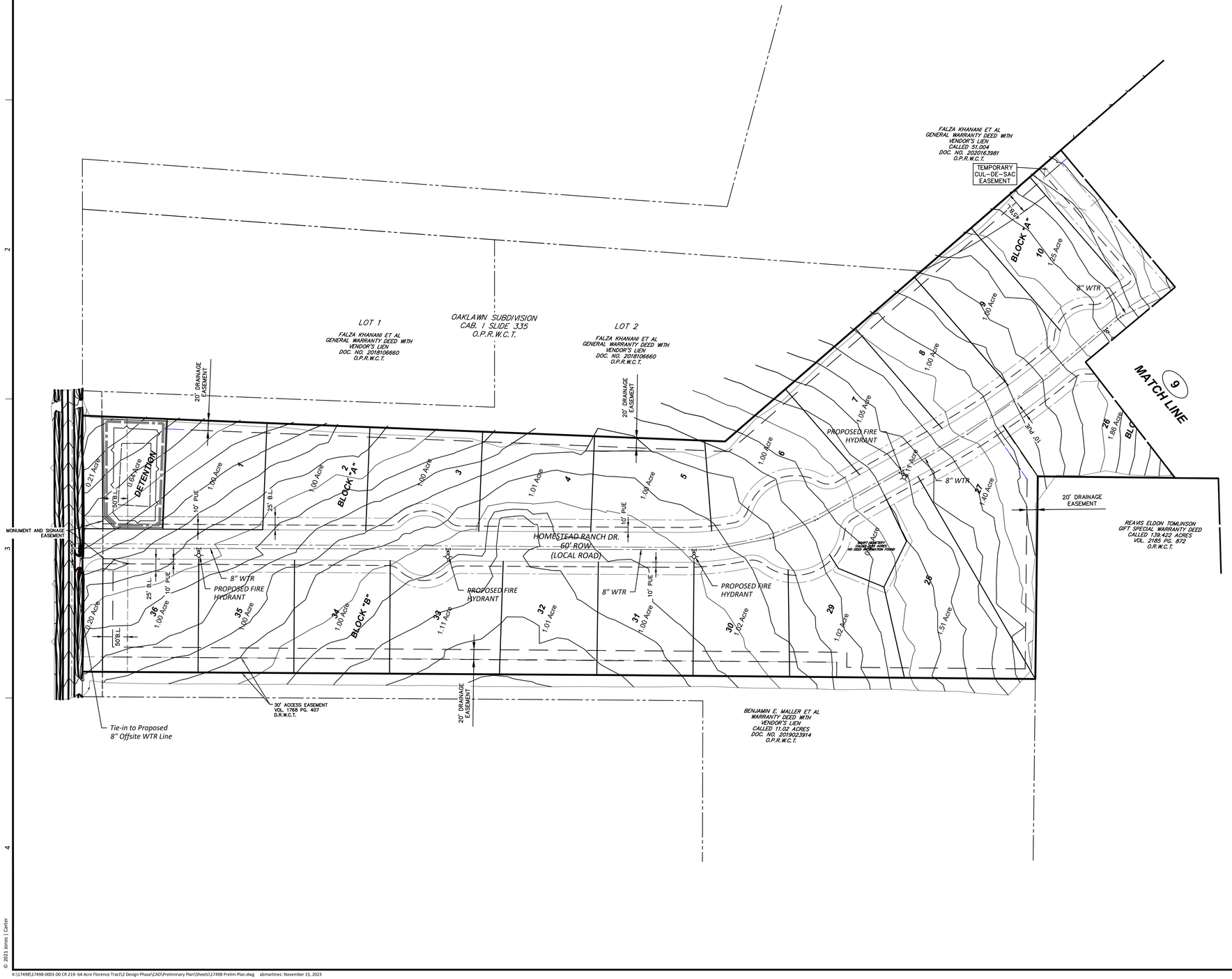
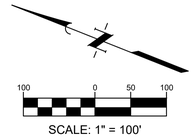




LEGEND

- FIRE HYDRANT W/ GATE VALVE
- WATERLINE W/ GATE VALVE
- DRAINAGE EASEMENT
- SITE BOUNDARY
- FEMA 100-YR FLOODPLAIN
- STREET ROW

UTILITY NOTES:

1. ALL WATER MAIN DISTRIBUTION LINES TO BE PVC UNLESS OTHERWISE NOTED.

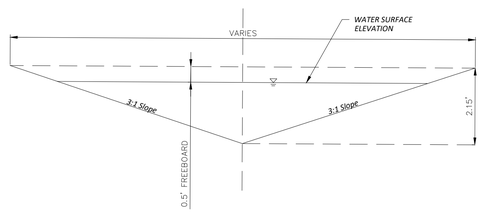
2. WATER WILL BE PROVIDED TO THE SITE THROUGH PROPOSED GEORGETOWN WATER TOWER WITH AN ESTIMATED COMPLETION DATE OF 4/7/23.

2. EACH LOT WILL HAVE A WASTEWATER SEPTIC SYSTEM (OSSF) UNLESS OTHERWISE NOTED.

3. ALL STORM RUNOFF WILL BE COLLECTED BY DITCHES WITHIN THE STREET ROW AND DRAINAGE EASEMENTS UNLESS OTHERWISE NOTED.

4. TYPICAL DITCH SECTION BELOW WAS DETERMINED BASED OFF THE 10-YEAR STORM WITH THE USE OF BENTLEY FLOWMASTER SOFTWARE. CROSS SECTION WIDTHS MAY VARY, BUT SHALL BE CONSTRUCTED TO CONVEY THE 10-YR STORM.

4. EACH DRIVEWAY WILL INCLUDE CULVERT TO ALLOW FOR CONTINUOUS STORM RUNOFF COLLECTION. CULVERT DESIGN NOT PART OF THIS PLAN SET.



TYPCIAL DITCH SECTION

NOT TO SCALE

No.	Date	REVISIONS	App.

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Firm # 22001 • 6464100
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

SCALE: AS SHOWN | DESIGNED BY: JCM/FR
DATE: MARCH 2023 | CHECKED BY: DWP/JAA
JOB NO.: 17498-0001-00 | DRAWN BY: JCM/FR

STATE OF TEXAS
JOHN A. ALVAREZ II
127208
LICENSED
PROFESSIONAL ENGINEER
11/16/2023

GROUP THREE BUILDERS

HOMESTEAD RANCH

SCHEMATIC UTILITY PLAN 1 OF 2

SHEET NO.
8
OF 13

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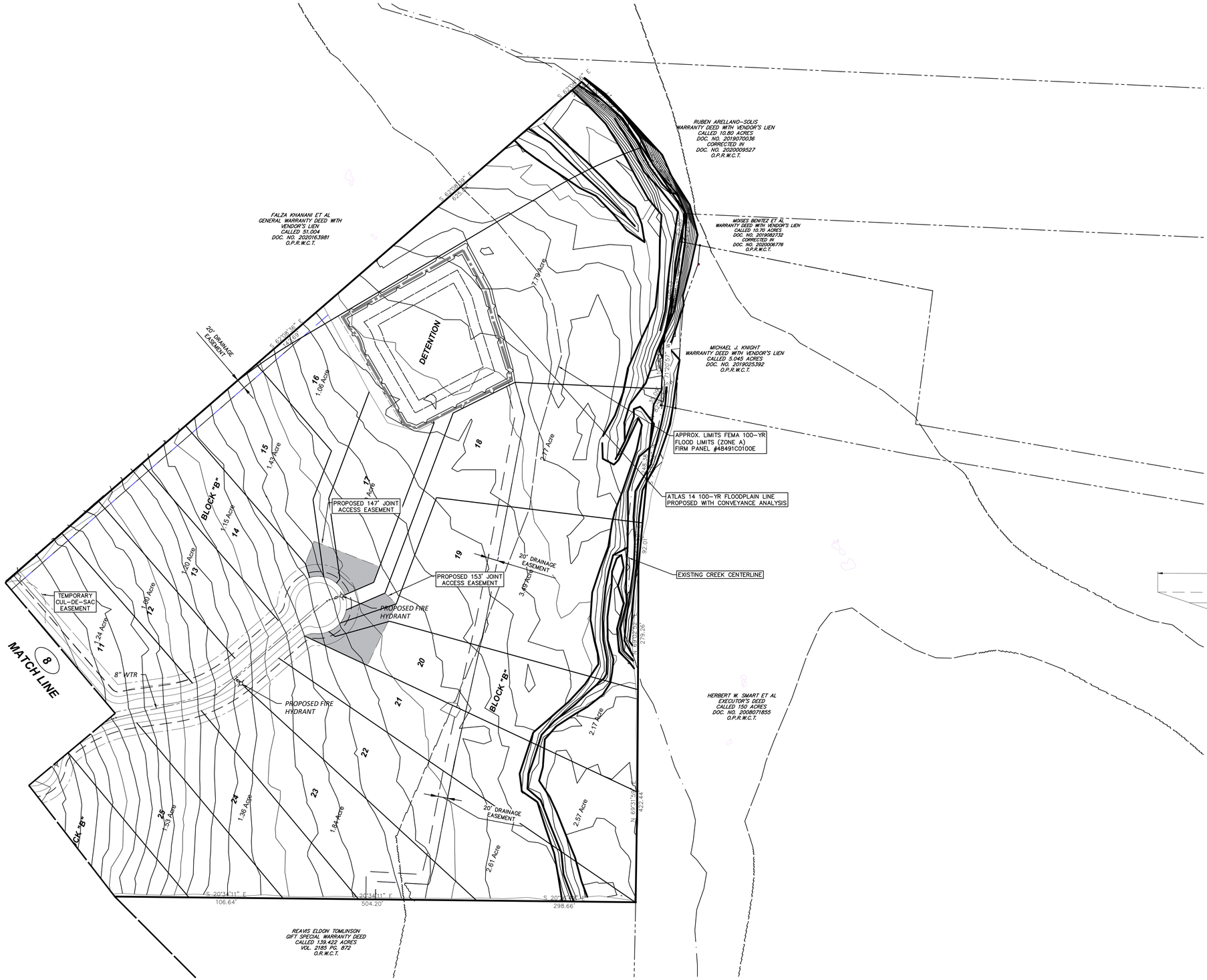
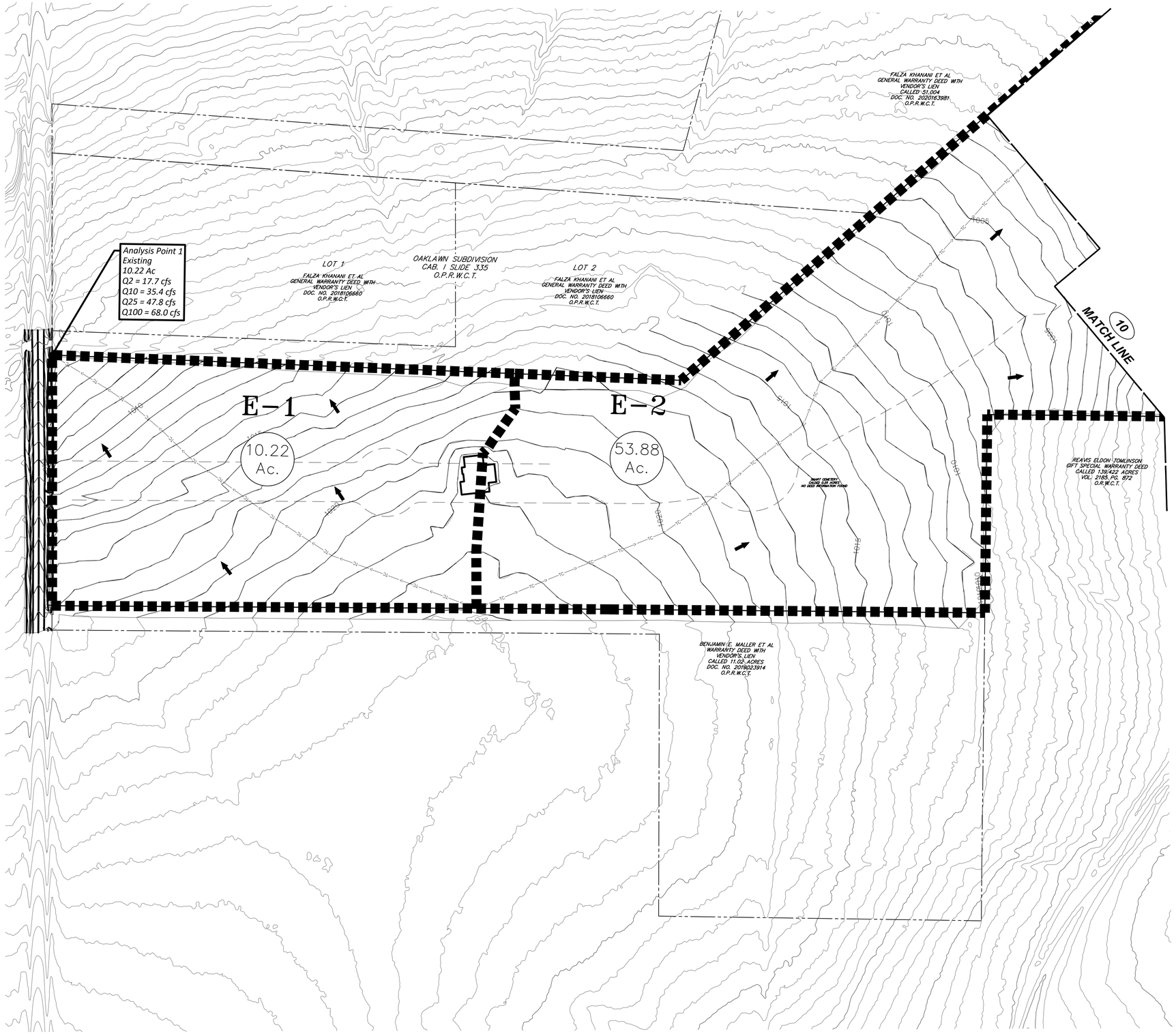
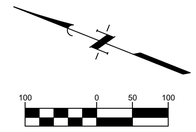

RUBEN ARELLANO-SOLIS
WARRANTY DEED WITH VENDOR'S LIEN
CALLED 10.80 ACRES
DOC. NO. 2019070036
CORRECTED IN
DOC. NO. 2020009527
O.P.R.W.C.T.
FALZA KHANANI ET AL
GENERAL WARRANTY DEED WITH
VENDOR'S LIEN
CALLED 51.004
DOC. NO. 2020163981
O.P.R.W.C.T.
MOSES BENITEZ ET AL
WARRANTY DEED WITH VENDOR'S LIEN
CALLED 10.70 ACRES
DOC. NO. 2019082733
CORRECTED IN
DOC. NO. 2020006776
O.P.R.W.C.T.
MICHAEL J. KNIGHT
WARRANTY DEED WITH VENDOR'S LIEN
CALLED 5.045 ACRES
DOC. NO. 2018023392
O.P.R.W.C.T.
HERBERT W. SMART ET AL
EXECUTOR'S DEED
CALLED 150 ACRES
DOC. NO. 2008071855
O.P.R.W.C.T.
REAMS ELDON TOMLINSON
GIFT SPECIAL WARRANTY DEED
CALLED 139.432 ACRES
VOL. 2185 PG. 872
O.R.W.C.T.
DETENTION
BLOCK "B"
BLOCK "C"
20' DRAINAGE EASEMENT
PROPOSED 147' JOINT ACCESS EASEMENT
PROPOSED 153' JOINT ACCESS EASEMENT
TEMPORARY CUL-DE-SAC EASEMENT
PROPOSED FIRE HYDRANT
8" WTR
MATCH LINE
APPROX. LIMITS FEMA 100-YR FLOOD LIMITS (ZONE A) FIRM PANEL #48491C0100E
ATLAS 14 100-YR FLOODPLAIN LINE PROPOSED WITH CONVEYANCE ANALYSIS
EXISTING CREEK CENTERLINE
S 20°34'11" E 106.64'
S 20°34'11" E 504.20'
S 20°34'11" E 298.66'
N 69°31'53" E 422.44'
N 20°28'07" W 279.26'
N 20°28'07" W 92.01'
1.79 Acre
2.71 Acre
2.17 Acre
2.57 Acre
2.61 Acre
3.49 Acre
1.94 Acre
1.36 Acre
1.55 Acre
1.24 Acre
1.40 Acre
1.20 Acre
1.15 Acre
1.43 Acre
1.00 Acre
1.49 Acre
1.78 Acre
1.69 Acre
1.71 Acre
1.73 Acre
1.75 Acre
1.77 Acre
1.79 Acre
1.81 Acre
1.83 Acre
1.85 Acre
1.87 Acre
1.89 Acre
1.91 Acre
1.93 Acre
1.95 Acre
1.97 Acre
1.99 Acre
2.01 Acre
2.03 Acre
2.05 Acre
2.07 Acre





LEGEND

- DRAINAGE AREA BOUNDARY
- SITE BOUNDARY
- FEMA 100-YR FLOODPLAIN
- TIME OF CONCENTRATION LINE
- GROUND CONTOUR
- FLOW ARROW

PEAK AREA DISCHARGE - EXISTING CONDITIONS (CFS)					
DA	IC (%)	Q2	Q10	Q25	Q100
E-1	0	17.7	35.4	47.8	68
E-2	0.1	57.3	115.5	156.8	225.8

REVISIONS

No.	Date	App.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Firm # 22001 | 10041100
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

SCALE: AS SHOWN
DATE: MARCH 2023
JOB NO.: 17498-0001-00
DESIGNED BY: JCM/FR
CHECKED BY: DWP/JAA
DRAWN BY: JCM/FR

STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED
PROFESSIONAL ENGINEER
11/16/2023

GROUP THREE BUILDERS
HOMESTEAD RANCH

EXISTING DRAINAGE AREA MAP
1 OF 2

SHEET NO. 10
OF 13

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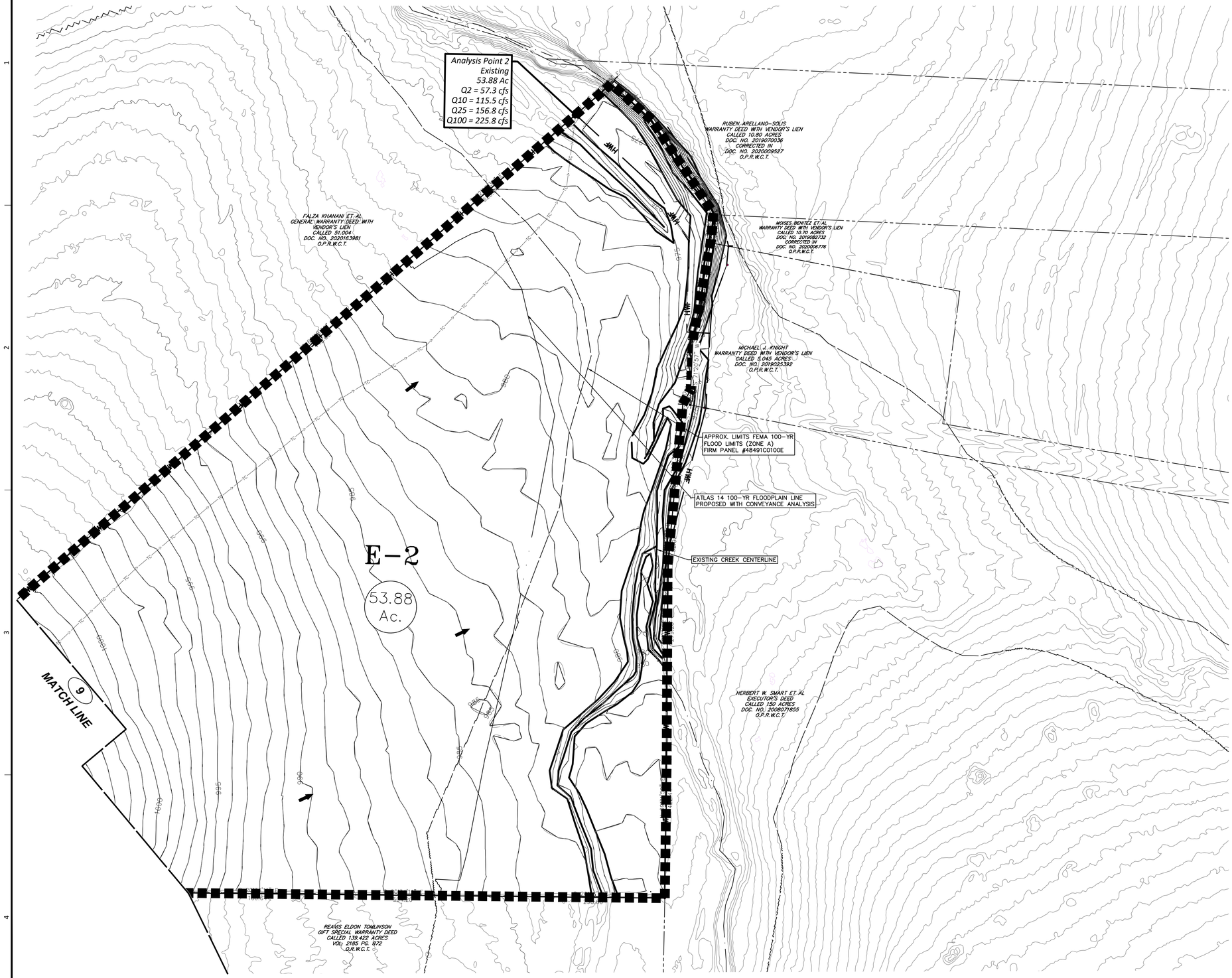

100 0 50 100

SCALE: 1" = 100'

LEGEND

- DRAINAGE AREA BOUNDARY
- SITE BOUNDARY
- FEMA 100-YR FLOODPLAIN
- TIME OF CONCENTRATION LINE
- GROUND CONTOUR
- FLOW ARROW

PEAK AREA DISCHARGE - EXISTING CONDITIONS (CFS)					
DA	IC (%)	Q2	Q10	Q25	Q100
E-1	0	17.7	35.4	47.8	68
E-2	0	57.3	115.5	156.8	225.8

NOTE:

ATLAS 14 100-YR FLOODPLAIN LINE WAS REVIEWED AND APPROVED BY WILLIAMSON COUNTY ON 06/30/2022.

REVISIONS

No.	Date	App.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23291, LSS-10100
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

SCALE: AS SHOWN
DESIGNED BY: JCM/FR
DATE: MARCH 2023
CHECKED BY: DWP/JAA
JOB NO.: 17498-0001-00
DRAWN BY: JCM/FR

STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED
PROFESSIONAL ENGINEER
11/16/2023

GROUP THREE BUILDERS
HOMESTEAD RANCH

EXISTING DRAINAGE AREA MAP 2 OF 2

SHEET NO. 11
OF 13

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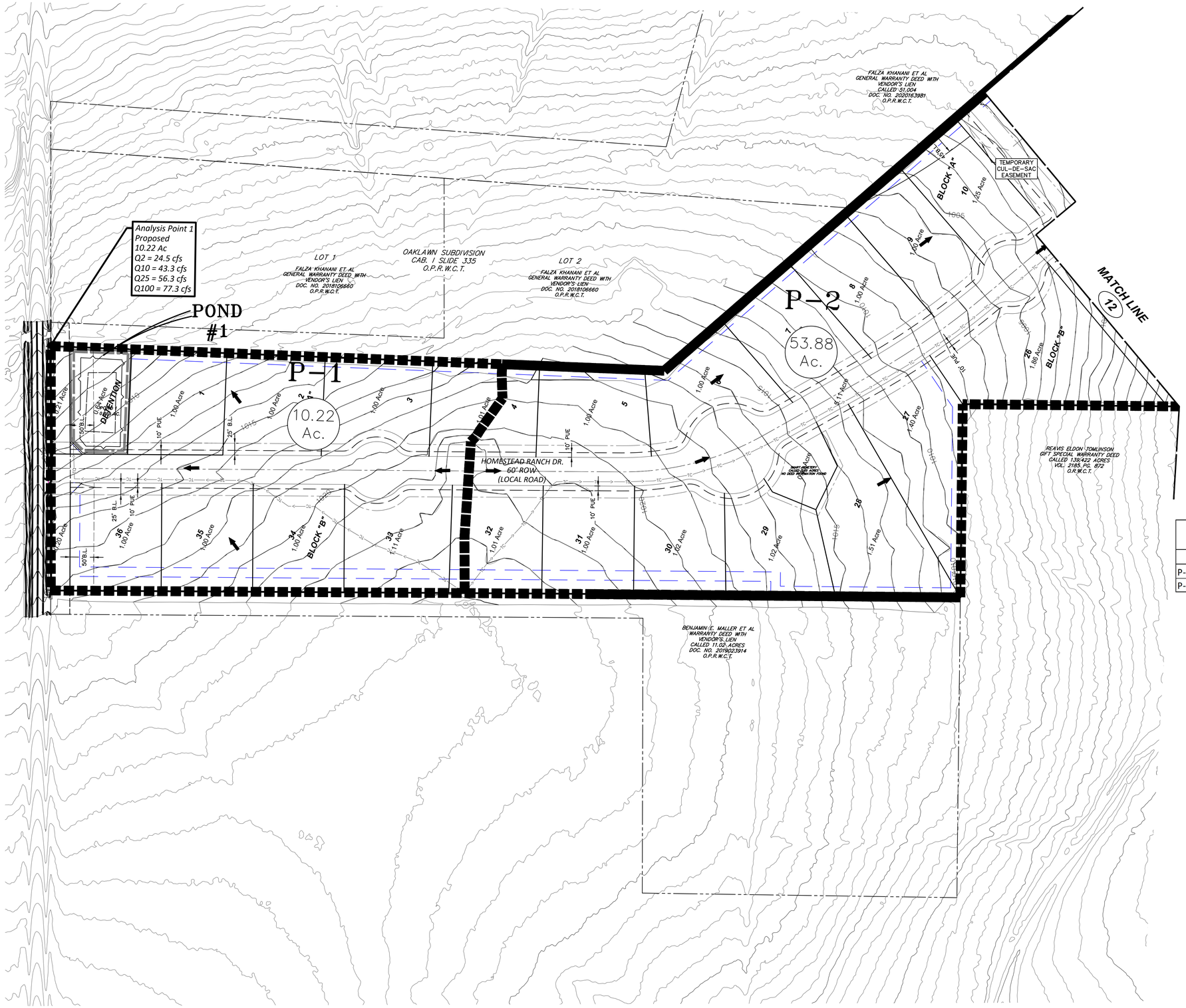

PEAK AREA DISCHARGE - PROPOSED CONDITIONS (CFS)						REQUIRED STORAGE
DA	IC (%)	Q2	Q10	Q25	Q100	VOLUME (CF)
P-1	19.4	24.5	43.3	56.3	77.3	42,209
P-2	16.4	78.7	141.1	184.1	253.6	269,707

TOTAL REQUIRED STORAGE 311,916

REVISIONS

No.	Date	App.

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Registration Firm: F-23290 | 10064100
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

SCALE: AS SHOWN
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STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED PROFESSIONAL ENGINEER
11/16/2023

GROUP THREE BUILDERS
HOMESTEAD RANCH

PROPOSED DRAINAGE AREA MAP
1 OF 2

SHEET NO. 12
OF 13

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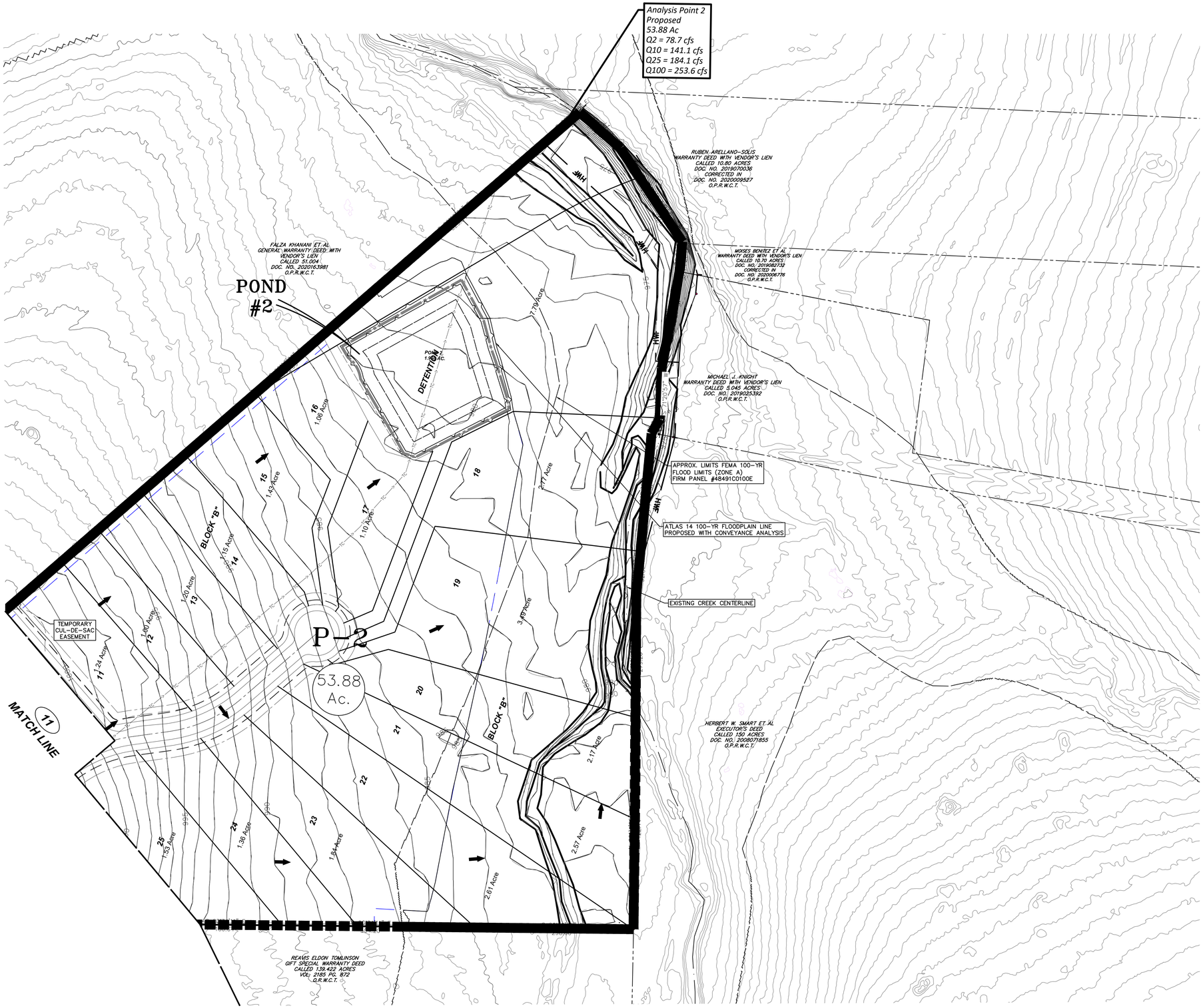

LEGEND

- DRAINAGE AREA BOUNDARY
- SITE BOUNDARY
- FEMA 100-YR FLOODPLAIN
- TIME OF CONCENTRATION LINE
- GROUND CONTOUR
- FLOW ARROW

PEAK AREA DISCHARGE - PROPOSED CONDITIONS (CFS)						REQUIRED STORAGE
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TOTAL REQUIRED STORAGE 311,916

REVISIONS

No.	Date	App.

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23291, LSS-10100
3100 Alvin Devane Boulevard, Suite 150 • Austin, Texas 78741 • 512.441.9493

SCALE: AS SHOWN DESIGNED BY: JCM/FR
DATE: MARCH 2023 CHECKED BY: DWP/JAA
JOB NO.: 17498-0001-00 DRAWN BY: JCM/FR

STATE OF TEXAS
JOHN A. ALVAREZ II
127206
LICENSED
PROFESSIONAL ENGINEER
11/16/2023

GROUP THREE BUILDERS
HOMESTEAD RANCH

PROPOSED DRAINAGE AREA MAP
2 OF 2

SHEET NO. 13
OF 13

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K:\17498\17498-0001-00 CR 219- 64 Acre Florence Tract\2 Design Phase\CAD\Preliminary Plan\Sheets\17498 Prelim Plan.dwg abmartinez- November 15, 2023

Commissioners Court - Regular Session **44.**

Meeting Date: 11/21/2023

Proclamation for Tree of Angels Day

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Proclamation designating December 5, 2023 Tree of Angels Day in Williamson County.

Background

Please see attached Proclamation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2023 Proclamation for Tree of Angels

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/24/2023 08:47 AM
Form Started By: Grace Frias		Started On: 10/23/2023 03:13 PM
Final Approval Date: 10/24/2023		

Williamson County Proclamation
Tree of Angels

WHEREAS, when crimes occur, society must protect not only the rights of the accused, but also the rights of the victim; and

WHEREAS, recognizing that the holiday season is a difficult time for victims and their families, the Tree of Angels has become a memorable tradition observed in Williamson County to recognize that the holiday season is a difficult time for victims and their families; and

WHEREAS, all Williamson County citizens recognize the important work of all who commit themselves to assist crime victims and their loved ones with traditions like the Tree of Angels, that reflect the kind and compassionate spirit of the holiday season and encourage us all to play a role in building a safer, more just community.

NOW THEREFORE, BE IT PROCLAIMED THAT the Commissioners Court of Williamson County, State of Texas, hereby proclaims **December 5th, 2023,** as

TREE OF ANGELS DAY

And urges the citizens of Williamson County to participate in the Tree of Angels event on **Tuesday, December 5th, 2023.**

PROCLAIMED this _____ day of _____, 2023.

_____

Williamson County Judge

Commissioners Court - Regular Session **45.**

Meeting Date: 11/21/2023

Prostate Cancer Awareness

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing November as Prostate Cancer Awareness Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prostate Cancer Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 09:22 AM
Form Started By: Pierce Kathy		Started On: 11/15/2023 05:07 PM
Final Approval Date: 11/16/2023		

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

That on the 21st day of November 2023 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

RESOLUTION

WHEREAS, many Williamson County residents and Wilco employees are impacted by prostate cancer, having family members, friends and colleagues diagnosed with or lost their lives to this disease; and

WHEREAS, Prostate cancer is the *2nd leading cause of death* in the United States for men, exceeded only by heart disease, with 1 in 8 American men being diagnosed with it during their lifetime; and

WHEREAS, according to American Cancer Society estimates for 2023 there were 288,300 new cases of prostate cancer diagnosed and about 34,700 deaths of men in the U.S.; and

WHEREAS, all men are at risk for prostate cancer, but it is more likely to develop in older men and in African-American men, with 6 cases in 10 being diagnosed in men who are 65 or older; and

WHEREAS, the warning signs for prostate cancer are important to recognize and include: Difficulty beginning urination; weak flow and/or frequent urination; pain or burning during urination, blood in urine; pain in the back, hips or pelvis that does not go away; and

WHEREAS, the American Cancer Society and CDC recommend men should speak with their doctors about family history, being screened for prostate cancer and the Prostate Specific Antigen (PSA) test; and

WHEREAS, most prostate cancers found by screening are small and slow growing and may not be fatal with a 5-year survival rate of nearly 100% if detected at stage 1 or 2 and decreasing to 32% survival rate if found at stage 3; and

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court recognizes the importance of Prostate Cancer Awareness Month, encourages all men to get annual check-ups and to speak with their doctors about the risk of prostate cancer.

RESOLVED THIS 21st Day of November 2023.

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **46.**

Meeting Date: 11/21/2023

Pancreatic Cancer Awareness

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing the month of November 2023 as "Pancreatic Cancer Awareness Month".

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pancreatic Cancer Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 09:25 AM
Form Started By: Pierce Kathy		Started On: 11/15/2023 05:15 PM
Final Approval Date: 11/16/2023		

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

That on the 21st day of November 2023 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

RESOLUTION

WHEREAS, Pancreatic Cancer accounts for about 3% of all cancer diagnosed in the U.S. and about 7% of all cancer deaths, with 64,050 people in the United States expected to be diagnosed with Pancreatic Cancer in 2023 and almost 50,550 deaths expected; and

WHEREAS, currently there is no routine preventive early detection screening available for Pancreatic Cancer, making early diagnosis difficult, but for high-risk individuals there are newer tests available for detecting pancreatic cancer earlier, including advances in imaging technology like endoscopic ultrasound or MRI; and

WHEREAS, earlier diagnosis substantially improves the 5-year survival rate, with survival being 44% if the cancer is diagnosed at stage 1 (localized), 15% if stage 2, and dropping to 3% if detected in stage 3; and

WHEREAS, risk factors for developing the disease includes: family history, tobacco use, being overweight, having diabetes or chronic pancreatitis, and age (about 2/3 of cases are 65 years or older); and

WHEREAS, the warning signs for Pancreatic Cancer are often vague, but important to recognize, including: pain (usually abdominal or back pain), yellowing of the eyes or skin, dark urine, itchy skin, weight loss, loss of appetite, nausea, vomiting, and changes in stools; and

WHEREAS, Williamson County urges anyone experiencing any of these unexplained symptoms to see your doctor and to join in our efforts to raise awareness of Pancreatic Cancer research to improve screening and continue advancements in treatments.

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court declares the month of November as “Pancreatic Cancer Awareness Month”.

RESOLVED THIS 21st Day of November 2023.

_____
Bill Gravell, Jr., County Judge

Meeting Date: 11/21/2023

Feed the Need Food Drive

Submitted For: Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on establishing the Williamson County Employees' Feed the Need Food Drive running through December 1st, 2023.

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	11/09/2023 12:12 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 11/09/2023 12:01 PM
Final Approval Date: 11/09/2023		

Commissioners Court - Regular Session **48.**

Meeting Date: 11/21/2023

WCCHD Board Appointment

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on reappointment of Ed Tydings to the Williamson County and Cities Health Department (WCCHD) board of directors for a three-year term beginning January 1, 2024, and ending on December 31, 2026.

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	11/09/2023 12:07 PM
Form Started By: Pierce Kathy		Started On: 11/09/2023 11:01 AM
Final Approval Date: 11/09/2023		

Commissioners Court - Regular Session **49.**

Meeting Date: 11/21/2023

Convert Grant Position to Permanent

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to convert PCN2003.001100 from a grant position to a permanent position due to vacancy.

Background

In 2021, the District Attorney, with approval of the Commissioners Court by Resolution, first applied for a grant to partially fund a position to prosecute felony adult sexual assault cases. The District Attorney received the grant, and the Adult Sexual Assault Prosecutor began work in FY2022.

The Adult Sexual Assault Prosecutor allowed the District Attorney to establish a Special Victims Unit (SVU) to handle special victim crimes including physical and sexual abuse of children, adult sexual assault (intimate partner) and family violence. The District Attorney SVU includes seven positions including five Prosecutors, an Investigator, and a Victim Assistance Coordinator.

The District Attorney received the grant again in FY2023. On October 30, 2023, the District Attorney was notified that the grant amount of $57,401.61 was awarded for FY2024, the final year of eligibility.

The Adult Sexual Assault Prosecutor assigned to the grant position has resigned to work in private practice. The District Attorney requests that the grant position be converted to a permanent position so that the term of employment offered is not limited to nine-months.

The County is already funding $115,808.43 (68%) of the position through September 2024. There are two options for conversion:

- Convert the position immediately, return the grant funds, and the District Attorney will fill the position on or after a date when the current general fund budget covers funding the position for FY2024; or
- Convert the position effective September 1, 2024 and accept the grant funds.

The District Attorney must fill the vacancy to fulfill the requirements of the grant. If the grant position is not converted to a permanent position, immediately or effective September 1, 2024, it will not be feasible for the District Attorney to fill the position for only a nine-month employment term.

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	11/17/2023 03:46 PM
Form Started By: Grace Frias		Started On: 11/16/2023 10:15 AM
Final Approval Date: 11/17/2023		

Meeting Date: 11/21/2023

2023 SART Report

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Sexual Assault Response Team (SART) 2023 Biennial Report.

Background

In 2021, the 87th Texas Legislature passed SB 476 which requires all Texas counties to form a Sexual Assault Response Team (SART) to have a statewide infrastructure of resources, awareness, connection, and coordination to address adult sex crimes at a local level.

Each county's commissioners court is required to establish a SART for the purpose of organizing professionals from multiple disciplines to provide wrap-around support to survivors of adult sexual assault. The current statutory members of the Williamson County SART are:

- Jimmie Gabel, Vice President of Client Service – Hope Alliance
- Ryan Bownds, Chief Prosecutor of the Special Victims Unit – Office of the District Attorney, 26th Judicial District of Texas
- Commander Tom Sloan, Criminal Investigations Division – Round Rock Police Department
- Lieutenant Jason Braeutigam – Williamson County Sheriff's Office
- Crystal Love, Executive Director – Brave Alliance
- Andrea Richardson – Bluebonnet Trails
- Lieutenant Bobby Vernengo – Cedar Park Police Department

While these listed members are the statutorily required members of the SART, many other agencies voluntarily participate and are involved in the Williamson County SART to provide unified care for survivors of adult sexual assault.

Some of the intended purposes of the SART are to track data related to reports, investigations, and prosecutions of adult sexual assaults; ensure appropriate protocols are created and implemented across all agencies involved in the process of a survivor receiving services or making a report of sexual assault; and to collaborate, communicate and coordinate amongst agencies at all levels.

A SART report to the Commissioners Court is required in every odd-numbered year. This 2023 Report is the *very first* since SARTs were mandated in 2021 and details the work of the SART in Williamson County from January 2022 to September 30th, 2023.

Attachment: Sexual Assault Response Team (SART) 2023 Biennial Report.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SART 2023 Biennial Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 10:41 AM
Form Started By: Grace Frias		Started On: 11/16/2023 10:27 AM
Final Approval Date: 11/16/2023		

WILLIAMSON COUNTY, TEXAS

SEXUAL ASSAULT RESPONSE TEAM

2023 BIENNIAL REPORT

TABLE OF CONTENTS

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SART OVERVIEW

What is SART, and what is its purpose?

In 2021, the 87th Texas Legislature passed SB 476 which requires all Texas counties to form a Sexual Assault Response Team (SART) in order to have a statewide infrastructure of resources, awareness, connection, and coordination to address adult sex crimes at a local level.

Each county's commissioners court is required to establish a SART for the purpose of organizing professionals from multiple disciplines to provide wrap-around support to survivors of adult sexual assault.

The Williamson County SART consists of many law enforcement, advocacy, mental health, and medical organizations. The law which created the requirement for a county SART enumerated statutory core members that *must* be identified and involved with the team. The current statutory core members of the Williamson County SART are:

- Jimmie Gabel, Vice President of Client Service – Hope Alliance
- Ryan Bownds, Chief Prosecutor of the Special Victims Unit – Office of the District Attorney, 26th Judicial District of Texas
- Commander Tom Sloan, Criminal Investigations Division – Round Rock Police Department
- Lieutenant Jason Braeutigam – Williamson County Sheriff's Office
- Crystal Love, Executive Director – Brave Alliance
- Andrea Richardson – Bluebonnet Trails
- Lieutenant Bobby Vernengo – Cedar Park Police Department

While these listed members are the statutorily required members of the SART, many other agencies voluntarily participate and are involved in the Williamson County SART in order to provide unified care for survivors of adult sexual assault.

Some of the intended purposes of the SART are to track data related to reports, investigations, and prosecutions of adult sexual assaults; ensure appropriate protocols are created and implemented across all agencies involved in the process of a survivor receiving services or making a report of sexual assault; and to collaborate, communicate and coordinate amongst agencies at all levels.

EXECUTIVE SUMMARY

Since the initiation of SB 476, the Williamson County SART has been in the process of creating protocols that can be agreed upon by all participating agencies. Per statute, every odd numbered year requires that a report be submitted to the Commissioners Court of each county detailing particular information and statistics.

The purpose of this report is to comply with the requirements enumerated in SB 476, and to provide the Commissioners Court with an understanding of what the Williamson County SART has been involved with from January 2022 to September 30th, 2023.

Among other things detailed herein, the Williamson County SART has coordinated and agreed upon Sexual Assault Response Protocols, participated in training and other activities to engage the members of the team, and maintain data related to the investigation and prosecution of adult sexual assault (and similar or related) offenses in Williamson County.

When evaluating the data presented in this report, only sexual assault offenses committed against an individual who was 18 years old or older are covered by the SART. Offenses committed against an individual who was a child at the time of the assault are specifically not included within the statutory mandate.

It is important to note, since the creation of the bill mandating SARTs passed in 2021, and the biennial reports are required every odd numbered year, this 2023 report is the *very first* year that any such report has been created.

As the process of reporting and data collection are still in their infancy, this report attempts to be as accurate as possible. Therefore, it is important to note that the reporting process and data collection are still in their trial stages.

DATA AND FINDINGS

Below is a chart diagraming the data provided by participating law enforcement agencies specifying the number of adult sexual assault reports received and cases investigated.

Law Enforcement Agency	Sexual Assault Reports Received*	Sexual Assaults Reports Investigated*
Cedar Park Police Department	67	50
Hutto Police Department	11	11
Taylor Police Department	4	4
Round Rock Police Department	92	85
Leander Police Department	No Information Provided	No Information Provided
Williamson County Sheriff's Office	82	56

Below is a chart diagraming the prosecution data related to adult sexual assault cases received by the Office of the Williamson County District Attorney for the 26th Judicial District of Texas for decisions made from January 1, 2022 – October 30, 2023. Note: Cases resolved but filed prior to 2022 will show as a resolution but not be counted as having been filed during this time

Prosecutorial Action	Number of Cases
New Adult Sexual Assault (ASA)* Charges Filed	54
ASA Indictments Filed (True Bill)	47
ASA Indictments Rejected (No Bill)	15
ASA Charges Convicted**	24

ASA Charges Dismissed*	17
Defendant's Acquitted***	1

* While sexual assault is a specific offense enumerated in the Texas Penal Code, agencies have included in their numbers cases which may not fall under that specific statutory language but could include things like, Aggravated Sexual Assault or Prohibited Sexual Conduct. Each agency was allowed to evaluate the cases involved to determine if they qualified as a sexual violent offense.

** For purposes of this data, the "conviction" language includes cases where a defendant was placed on probation (including deferred adjudication probation) or prison

***This category *only* includes cases where a trial was held, and a defendant was specifically found "not guilty."

PROTOCOLS

The protocols of the Williamson County SART are contained in their entirety herein:

WILLIAMSON COUNTY SEXUAL ASSAULT RESPONSE TEAM PROTOCOL

Adopted December 2022 | Ratified November 2023

PURPOSE

A. The Sexual Assault Response Team (SART) is a group of individuals and agencies who work independently on a day-to-day basis and communicate with each other regularly to discuss mutual cases and solve mutual problems related to disclosures of sexual assault in Williamson County, Texas, thus minimizing survivor re-traumatization and increasing the efficacy of response.
B. The purpose of this Protocol is to establish and maintain a clear, and effective community-wide coordinated approach and response to the problem of sexual assault that prioritizes the health and safety of survivors. This Protocol represents the combined efforts of professionals from law enforcement, medical personnel, advocacy, and the judicial system. The appointed team membership and requested attendance may change over time depending on the needs of the survivors served and the goals of the SART. Interagency cooperation is essential in supporting the healing process of survivors, and in facilitating the arrest, prosecution, and conviction of the sexual offenders.

MISSION

A. The mission of the Williamson County SART is to build communication and collaboration between agencies serving sexual assault survivors. The SART initiative is a survivor-centered project designed to provide a collaborative, interdisciplinary team response to sexual assault. The goal of the SART is to provide services to ensure a transition from victim to survivor free of re-traumatization for every individual whose life is impacted by sexual violence.
B. The technical expertise and collaboration of the SART is vital to the community's ultimate goals: Appropriate and successful prosecution and restoration of the survivor's sense of safety, agency and wellness.
C. Members of the Williamson County SART meet bi-monthly to discuss trends, cases, and improvements to survivors of sexual assault services. The SART meetings allow for and encourage collaborative communication, discussion of concerns, problem solving, and conflict resolution as necessary.

GUIDELINES

A. The physical, emotional and psychological well-being of the sexual assault survivor is the priority throughout the sexual assault investigation and prosecution.
B. The health care facility considers the personal safety and health care needs of the survivor.
C. The forensic nurse offers a medical forensic exam in compliance with agency guidelines.
D. The sexual assault advocate considers the well-being of the survivor as well as the family and/or friends of the survivor.
E. The law enforcement representative works to ensure the safety of the survivor and the quality and integrity of the sexual assault investigation.
F. The District and County Attorney's office works in coordination with the respective agencies to ensure an effective response to sexual assault.
G. The diverse needs of the survivor; including, but not limited to, abilities, gender, race/ethnicity, age, sexual orientation/identity, economic status, literacy, language and access to resources, are recognized, and action is taken to provide respectful and appropriate accommodations and services.
H. All survivors of sexual assault receive individualized, developmentally appropriate treatment.
I. Every effort is made to protect and respect all sexual assault survivors' right to confidentiality at every stage of their involvement with SART and by each participating SART member.
J. Each survivor of sexual assault will have the opportunity to provide feedback regarding their experience with the criminal justice process and services provided by the SART via follow up calls and emails.

SECTION I: PROTOCOLS RELATED TO RESPONDING TO DISCLOSURES

A. Law Enforcement Response
    1. When law enforcement receives a report of a sexual assault, officers take steps to protect the victim from further harm and follow all applicable standard operating procedures.
    2. For all survivors of sexual assault, law enforcement will offer the opportunity for a forensic nurse exam. If the survivor wishes to proceed with the exam law enforcement will notify the SAFE site, hospital or forensic nurse and victim's services. The forensic nurse immediately contacts Williamson County Crisis Center dba Hope Alliance to access a sexual assault program advocate.
    3. When the police and victim arrive at the medical facility, the patient will be medically screened, per medical facility policy, prior to completion of forensic exam. The forensic nurse, may stay with the victim during any necessary medical evaluation and until the victim is cleared medically and transferred to the medical forensic examination area. If no forensic nurse is present to accompany the victim

during the medical evaluation process, a community based or law enforcement advocate may remain with the victim, if the victim so desires.

4. All survivors being interviewed as part of an investigation following a sexual assault report are offered access to a sexual assault program advocate. Law enforcement contacts Williamson County Crisis Center dba Hope Alliance.
5. In non-acute cases that involve a prepubescent victim, the detective will follow established protocol to contact the Children's Advocacy Center for an interview and SANE, as appropriate.
6. Interagency information is shared in accordance with state and federal law, to ensure the timely exchange of relevant information including, but not limited to date, time, location of SANE.

B. Medical Personnel/Hospital Response

1. If a minor or geriatric/disabled sexual assault victim presents to a hospital emergency room initially, hospital personnel may contact law enforcement.
2. If an adult sexual assault victim able to give consent presents to a hospital emergency room initially, only with patient consent may hospital personnel notify the appropriate law enforcement following triage and medical screening.
3. If consent to involve law enforcement is given, then law enforcement will discuss potential options available to the victim for a SANE, including possible locations where one may take place. Law enforcement will then contact Victim Services and assist in arranging a SANE if desired by the victim.
4. If consent to involve law enforcement is not given, then contact shall be made with Williamson County Crisis Center dba Hope Alliance and/or Brave Alliance, for discussion of options available to the victim for a SANE, including possible locations where one may take place. The contacted agency shall then assist in arranging a SANE if desired by the victim.
5. If an adult sexual assault victim presents to area hospital and states that they have been sexually assaulted and does not wish to make a report to law enforcement, the triage nurse contacts Williamson County Crisis Center dba Hope Alliance to access a sexual assault program advocate to speak with the patient about options.
6. Hospital staff will work in conjunction with the sexual assault program advocate to determine patient's desire to report to law enforcement. If patient states that they do not want to report the crime to law enforcement at time of disclosure the patient may still want and be permitted to have evidence collected or a medical exam performed. If the patient reports to a hospital that does not have access to a forensic nurse, the staff will provide a medical screening and transfer patient to designated SAFE facility (or if patient refuses transfer, offer a basic forensic exam if available). In Williamson County, SAFE designated hospitals will accept patients as transfers unless the patient's associated injuries warrant a specialized service not available at the proposed receiving hospital. The patient will be triaged and medically screened per hospital policy.
7. Interagency information is shared in accordance with state and federal law, to ensure the timely exchange of relevant information including, but not limited to date, time, location of SANE.

C. Anonymous Disclosures and Reporting

1. In accordance with Federal and State regulations, adults presenting to health care providers requesting a forensic examination, who have elected not to make a complaint to law enforcement, will be provided with an exam and appropriate evidence collection. Special consideration for these patients will be made. The SART's desire for the patient is to insure appropriate medical care, timely advocacy, and continuous opportunity to involve law enforcement.
2. Procedures for anonymous reporting include patient contact with health care provider, timely contact with advocacy, and comprehensive patient education regarding evidence storage, law enforcement involvement, and time limitations.

SECTION II: PROTOCOLS RELATED TO ACCESSIBILITY

A. Accessibility and Response of Sexual Assault Forensic Examinations

1. The forensic nurse will confirm contact with Williamson County Crisis Center dba Hope Alliance to access a sexual assault program advocate.
2. The forensic nurse will notify the victim of their legal sexual assault accompaniment rights. The patient will be given education about the exam, advocacy, and law enforcement involvement. The patient will be offered a medical forensic examination.
3. The forensic nurse will speak with the patient and attempt to determine the location of the sexual assault. Location of assault will assist the advocate and nurse in formulating a patient safety plan, potentially including a report to the appropriate law enforcement agency.
4. When requested by the victim, in accordance with the Texas Code of Criminal Procedure and the Texas Government Code, a sexual assault program advocate will accompany the victim into the examination room to provide support during the exam.
5. Prophylactic medications for sexually transmitted infections and pregnancy as recommended by the Centers for Disease Control and Prevention will be offered as indicated at the time of the exam. This offering will be based on patient exam and history. Should additional medications be needed a prescription will be given to the patient to fill at the pharmacy of their choice.
6. The forensic nurse will provide information regarding follow-up medical care. The forensic nurse, VS and/or the advocate will make arrangements, at the victim's request, to contact the victim for follow-up, supportive counseling, information and referral, and legal advocacy- including information and assistance with Crime Victims' Compensation and Victims' Rights.
7. When the medical forensic examination is complete, the forensic nurse or forensic nursing program will release the evidence and documentation to law enforcement with the patient's written consent.
8. At the time of discharge, the patient will be given OAG information sheets on how to retrieve their evidence should they choose to report within five years. Non-report evidence collection kits will be sent to the Texas Department of Public Safety's currently designated storage facility.

B. Accessibility and Response of Sexual Assault Program Advocates
    1. Survivors have the right to a sexual assault program advocate be present during SANEs and law enforcement investigative interviews.
    2. Sexual assault program advocates as defined by Section 420.003, Government Code are accessed through Williamson County Crisis Center dba Hope Alliance 24/7 by calling the hotline at 1-800-460-7233.
    3. Upon request by law enforcement, medical personnel/hospital, or forensic nurse, an advocate will respond, in person within one hour of the initial call to the location of SANE and/or investigative interview. Some advocates have various language capacities, and all have access to interpreting services.
    4. The advocate will be introduced to the survivor and support persons prior to the examination and/or investigative interview, when possible
    5. The survivor and support persons will be given the opportunity to decide how they want to interact with the advocate during the examination and/or investigative interview, including dismissal of the advocate.
    6. The advocate may be present for the exam if desired by the survivor in accordance with the Texas Code of Criminal Procedure and the Texas Government Code.
    7. The advocate's role is to provide crisis intervention, information, referrals, and support services. They cannot provide transportation, respond to a survivor's home or scene of a crime, act as an interpreter, or participate in the gathering of evidence or investigation of the sexual assault. Interpretive services provided by an involved agency shall be utilized with the consent of that agency.
    8. Information shared by the survivor to the sexual assault advocate is privileged and therefore entitled to protection from disclosure in court and legal proceedings.

C. Accessibility of Medical Care
    1. *Information on the availability of and access to medical care when the care is clinically indicated.*

D. Accessibility of Behavioral Health Services
    1. Williamson County's Local Mental Health Authority is Bluebonnet Trails Community Services. They offer a crisis hotline and mobile crisis outreach team for immediate 24/7 response to behavioral health crises accessible by calling 1-800-841-1255. They partner with Williamson County Emergency Services at 911 dispatch – and respond as the backup center for Texans calling 988, the National Suicide & Crisis Lifeline.
    2. Bluebonnet Trails Community Services also offers behavioral health services including counseling, medication management, respite, substance use treatment, and case management accessible by calling 1-844-309-6385.
    3. Behavioral health hospitals offering hotline services and inpatient, partial hospitalization, and intensive outpatient treatment located in Williamson County for persons seeking mental wellness and recovery from substance addictions include:
        i. Rock Springs 512-948-3636
        ii. Georgetown Behavioral Health Institute 512-819-1154

SECTION III: PROTOCOLS RELATED TO BILLING AND PAYMENT

A. In accordance with the Texas Code of Criminal Procedure Article 56A.304 the health care facility, sexual assault nurse examiner, or sexual assault examiner that provides the examination will make an application to the attorney general for reimbursement in the amount set by the attorney general for the forensic examination. This application must include certification that the examination was conducted in accordance with the requirements of Article 56A.303(a), and a complete and itemized bill of the reasonable costs of the forensic portion of the examination. The health care facility, sexual assault nurse examiner, or sexual assault examiner must request additional reimbursement when necessary but must provide justification to the attorney general.
B. This article does not require a law enforcement agency to pay any costs of treatment for injuries. Therefore, the victim will be informed and provided information regarding Crime Victims' Compensation (CVC) in order to cover other expenses related to the crime. Victim Services and/or Hope Alliance will then assist victims in applying for CVC. Given that medical insurance information is required for billing in the event that the victim does not complete or follow CVC guidelines and is held responsible for all medical expenses and given that CVC is a payer of last resort, all hospitals hosting and/or acting as SAFE sites will obtain any information regarding private insurance, Medicaid, or Medicare per hospital guidelines.
C. Victim Services and/or Hope Alliance will assist with any CVC reimbursement. They may also follow up with hospital administration to advocate for all remaining ER / physician fees be waived for the victim.

SECTION IV: PROTOCOLS RELATED TO PROSECUTING SEXUAL ASSAULT CASES

A. Sexual Assault survivors will be contacted by the prosecutor within 72 hours of receiving the case. Survivors will also be updated prior to grand jury proceedings and if possible, have an in-person meeting prior to grand jury.
B. Sexual Assault survivors will be notified prior to any plea offers and negotiations. If the victim is unable to be contacted, attempts will be made to email and find updated contact information as much as possible. In cases where the prosecutor has taken exhaustive measures to inform the survivor of the plea and still been unable to make contact, a plea agreement can be reached without survivor input.
C. All survivors will be met with in person for trial preparations. If an in-person meeting is not possible, a video conference is sufficient.
D. All survivors will be treated with respect and understanding. Survivors will know that their thoughts and feelings on the outcomes matter. They will be updated on what is going on with the case on a regular basis and should expect honest communication from the prosecutor.

SECTION V: CASE REVIEWS PROTOCOL

A. In an effort to continually minimize sexual assault survivor re-traumatization and increase the efficacy of response, cases will be reviewed as consented by survivors and biennially at minimum.
B. Sensitivity to a survivor's health, safety, and healing is sustained when attempting to obtain a survivor's consent.
C. A written and signed consent by the survivor specifying what information can be shared, for the purpose of case review, and who can receive the information is required in order to review the survivor's case.
D. Unless a survivor has signed a written consent to release information as outlined in B. of this section, privacy and confidentiality is maintained during case reviews as required by law.
E. Cases reviewed, including successes, problems identified, and solutions agreed upon, inform the biennial assessment and evaluation.

SECTION VI: CONFLICT RESOLUTION PROTOCOL

A. Conflict is a normal and important part of growth and movement toward the mission and when attended to constructively and respectfully, can be an opportunity to strengthen collaboration and trust. Steps taken to resolve conflict include:
    a. Creating an effective atmosphere
    b. Clarifying perceptions
    c. Focus on individual
    d. Building shared positive power
    e. Looking to the future
    f. Generating options
    g. Developing "doables" aka stepping-stones to actions
    h. Making mutually beneficial agreements

    (as identified by Jeanpaul Tshimanga)
B. Unless a survivor has signed a written release of information specifying what information is to be shared and with who, privacy and confidentiality is maintained curing conflict resolution as required by law.

SECTION VII: CROSS-AGENCY TRAINING PROTOCOL

A. At minimum, 4 hours of annual cross-agency training related to dynamics of sexual assault is required for members. When appropriate and possible, efforts to collaborate and coordinate in person multi-agency trainings will be made.

SECTION VIII: COMMUNITY ASSESSMENT AND SART EVALUATION

A. Community assessment is an ongoing process that includes but is not limited to trending sexual assault reports to law enforcement agencies, SANE/SAFEs, and advocacy services during each SART meeting with special attention to drug-facilitated sexual assault, predatory date rape, and sex-trafficking.
B. Every other year, an evaluation is conducted using sexual assault case reviews to measure the effectiveness of individual agency and interagency protocols and systems.

Commissioners Court - Regular Session **51.**

Meeting Date: 11/21/2023

telework

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

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the revised County Telework Policy.

Background

A red lined and clean copy are attached. There are a few proposed additions, and we also moved around some sections for readability.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CTP.draft.redlined

CTP.draft.clean

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/09/2023 10:31 AM
Form Started By: Rebecca Clemons		Started On: 11/08/2023 09:44 AM
Final Approval Date: 11/09/2023		

Williamson County Policy

County Telework Policy

Sensitivity: Public
Criticality: Low
Primary Type: Policy

Summary

Purpose

If done ~~properly~~correctly, teleworking has been found to increase productivity for both the employee and the organization. Teleworking can positively impact employee morale and organizational culture as well as reduce demands on County facilities. With the appropriate tools and guidance, ~~teleworking~~telework can be nearly seamless for the department. This policy defines the standards, eligibility, and other rules and requirements for ~~teleworking~~telework.

Scope

This policy applies to all County employees, County departments, and elected officials who are ~~permitted~~approved to telework ~~by their department~~in any capacity.

Definitions ~~(Optional)~~

~~None~~

Department
Unless specifically noted otherwise, the use of the word "department" or related forms of that word includes both Commissioners Court departments and all elected offices that utilize Williamson County infrastructure.

Telework
The performance of individual County work functions at approved locations outside of County worksites at the discretion of the department head/elected official.

Telework Schedule
The days and hours agreed upon by the department head/elected official and employee about when the employee may telework and when they must present for work at their County worksite.

Telework Site
The location away from the employee's assigned County worksite where an employee has been authorized to telework. The telework site should be in the employee's home unless the employee's department head or elected official approves for the employee to work from an alternative telework site.

Roles and Responsibilities

A. Employees

1. All ~~teleworking~~ employees ~~are required to~~ must adhere to this policy and any department-specific telework policies when ~~working remotely~~teleworking.
2. ~~Managers who allow latitude for~~ Employees shall follow their department's call-in and leave request procedures. Personal leave time must be arranged in the same manner as employees working at the County worksite. Teleworkers who are unable to work ~~remotely are required~~due to illness or medical appointments must use sick leave or other paid leave and report their absence to ~~inform all employees~~their department in accordance with department policy.
3. Employees shall be available to attend in-person meetings or report to a County worksite when requested. Employees understand that they may be called to report to their County worksite on their regular telework schedule to meet department needs.
4. Employees shall keep personal interruptions such as telephone calls and visitors to a minimum.
5. Employees should adhere to the same standards of professionalism, personal appearance, workspace/background appearance, customer service, and other requirements as in-office personnel.
6. Employees shall read and attest to this policy and any applicable department policies regarding telework.

B. Departments~~content and~~

1. Departments shall request teleworking access for each user in order to account for software licensing as well as attestation to the policy by the user.
2. ~~1.~~ Departments that authorize telework are required to ensure each employee fully understands and ~~undertakes to comply~~complies with this ~~content~~policy.
3. Departments have the right to refuse to make telework available and to terminate an existing telework arrangement at any time.
4. Departments are responsible for monitoring the effectiveness and productivity of teleworking employees.
5. Departments may define specific requirements regarding employee comfort and safety in the telework site.
6. Customer service, professionalism, and the effectiveness of the office shall not be negatively affected by teleworking.
7. Any department that receives a request to telework as an ADA accommodation must complete the Reasonable Accommodation Request Form on the Human Resources SharePoint page.

Policy

C. General

1. Telework does not change compensation, benefits, vacation, or other paid leave.
2. Telework does not alter an employee's obligation to comply with duties and responsibilities and County and department policies.
3. Employees shall not conduct any non-County employment during their telework schedule.
4. Specific departments may have additional policies unique to their operations. Department policies must not conflict with or be less stringent than this policy.

~~A.~~D. Eligible Employees

1. The nature of the position's work functions and the employee's ~~work~~ individual skill set and ability must allow for ~~teleworking (doesn't require being physically present in the office).~~ telework.

2. The eligibility of an individual position and/or employee is defined by the department head or elected official.
3. ~~Performance and/or attendance issues (as defined by the supervisor) may affect an employee's eligibility to telework.~~
4. ~~3. Violations of this policy may also~~shall affect an employee's eligibility to telework.
4. Violations of this policy shall affect an employee's eligibility to telework.
5. ~~Departments may add other eligibility requirements as needed that do not conflict with this policy.~~

~~B.~~E. Remote Location Requirements

1. ~~To~~The telework~~, the remote location~~ site must have the appropriate setup for the employee to be ~~to~~ effective, ~~comfortable~~be safe, and ~~work securely~~maintain information security for the duration of their shift.
2. The telework site must allow for employee comfort and safety for the duration of the work shift. It is the responsibility of the employee to provide the space, furniture, network connectivity, and other items needed to ~~enable effective teleworking~~create an appropriate telework setup.
3. Safety and injury prevention should be practiced in the telework site to avoid injury or incident.
4. Employees shall refer to the current Safety Checklist to ensure their telework site meets safety requirements.
5. The telework site must allow for adequate noise control and connectivity to ensure clear telephone and video conference calls and maintain professionalism and good customer service.
6. ~~2.~~ The telework site must allow for privacy to ensure that other individuals do not have access to confidential matters.
7. ~~3.~~Certain software packages or processes may not perform as well from a remote location, and the employee and department may need to take this into account when authorizing telework.
4. ~~Departments may define specific requirements, but generally, the remote location must allow the employee to work comfortably and safely for the duration of their shift.~~
8. ~~5.~~If the employee cannot work effectively, safely, and securely from the ~~remote location, teleworking may~~telework site, telework should not be ~~an option.~~authorized.
9. Teleworking employees shall not hold in-person business meetings with internal or external clients, customers, or colleagues at their telework site.
10. Scheduled Telework must be performed within the State of Texas.

~~C.~~F. Technology Equipment & Support

1. Employees are responsible for providing an internet connection sufficient to communicate (audio and video) ~~with colleagues~~ and~~/or customers as well as~~ perform the ~~needed tasks for their position~~job from their telework ~~location.~~site in a manner that is satisfactory to the department head. The County will not provide ~~MiFi~~cellular internet devices ~~for wireless internet~~(i.e. MiFi, hotspots) for this purpose.

2. Employees are responsible for providing, testing, and validating the network connection before scheduling ~~teleworking~~telework with their supervisor.
3. ~~Any~~Resolution of any issues with ~~personal (or public)~~ network connectivity will be the responsibility of the employee. If connectivity issues cannot be resolved in a timely manner or if intermittent issues persist, the employee will need to ~~resolve~~report to their assigned work site or ~~make alternate arrangements.~~ utilize their leave accruals.
4. Employees must use County-owned computers or mobile devices to telework, except as otherwise authorized or required under this policy. This ensures compliance with County policies ~~around~~pertaining to hardware, security, and encryption.
5. Use of the County's Virtual Private Network (VPN) software is always required when accessing County data from ~~an unsecured~~a wireless or wired network~~.~~ not managed by Williamson County (e.g., home and public networks).
6. Using ~~personally owned~~non-County devices (smartphones, iPads, etc.) for Office 365 applications is permitted, but devices must comply with the security requirements below.
7. Use of personal smartphones (or tablets) may be required to access the Multi-Factor Authentication system (see Security section).
8. ~~Generally, the County does not support equipment beyond computers or mobile devices at remote work locations.~~

8. The County will not provide additional technology equipment for the express purpose of teleworking. While assigned technology equipment may be used for teleworking at the department's discretion, duplicate setups of monitors, docks, computers, etc., or any equipment required for telework will not be provided or approved in the budget process or supported by Technology Services.
9. Technology Services will support users teleworking as much as possible but will not be able to support issues related to home/private internet issues or personal equipment (routers, firewalls, etc.), as well as networked devices on non-County networks (e.g., network printers).
10. Technology Services will provide remote assistance to teleworking employees via phone, email, and remote support. No onsite support for teleworking employees is possible, so any issues that cannot be solved remotely will need to be done at IT or at another County office.

~~D.~~G. Security

1. Utmost care must be taken to protect County data when ~~working outside the office.~~teleworking. This includes ~~the physical placement of~~physically placing computer screens away from windows, unauthorized persons, or cameras.
2. ~~Devices~~Computers, phones, and tablets must not be left unattended at any time while unlocked.
3. In public settings, extra precautions should be taken to ensure the privacy and security of County data.
~~3.~~4. There may also be regulations on the data, such as CJIS or HIPAA, that require additional security measures ~~from~~when working outside a secure location.
~~4.~~5. Supervisors are responsible for ensuring employees are compliant with all applicable regulations while teleworking.

5.6. Multi-Factor Authentication (MFA) is required to access ~~Williamson~~ County data and/or networks from a ~~remote location~~telework site.

6.7. All teleworking employees must utilize the MFA application and notifications on a smartphone or tablet. Those employees issued a County-owned smartphone or tablet pursuant to other policies may use that device for this purpose. For all other employees, the use of a personally owned smartphone or tablet is required for the MFA application. A County-owned smartphone will not be issued to employees solely for this purpose.

~~E. Technology Support~~

H. ~~Technology Services will support users working remotely as much as possible but will not be able to support issues related to home/private internet issues,~~Liability

1. Compensability for employee injuries or occupational diseases will be determined by Workers' Compensation as in any other off-site incident.
2. In the event of a job-related injury at the telework site, the injured employee must immediately report the incident to his/her supervisor.
3. The County is not liable for any third-party (family, visitors, etc.) injuries which may occur at a telework site.
4. Teleworkers must allow the County to inspect the telework site during normal working times for compliance with this policy and safety investigations. Inspections will be performed by Risk Management staff in conjunction with Human Resources, as needed.

~~F.~~I. Communication Requirements

1. All teleworking employees must be reachable throughout their shift according to the standards set by their supervisor or department.
2. Communication methods that are supported by ~~the County IT staff~~Technology Services are email, Microsoft Teams, WebEx, Jabber, and County ~~phone.~~ issued smartphones.
3. Video chat/conferencing may be required depending on the position and nature of the work.

~~G.~~J. Performance Monitoring

1. Department heads and supervisors are responsible for determining the measurement of performance of teleworking employees as well as supervising staff while teleworking. The same standards of performance for in-office work shall apply to telework.
2. The criteria of performance will be clearly communicated to each employee before engaging in telework.
3. Employees may be asked to log into the County's timekeeping system or check in with a supervisor at the start and ~~end~~/or end of a teleworking shift ~~depending on the position~~through a similar (or equivalent) process as an in-office work shift.
4. Performance monitoring may include a review of computer logs, email and Teams messages, or other electronic means.
5. Failure to meet the performance criteria or policies ~~may~~shall result in loss of eligibility to telework.

K. Ad Hoc Arrangements

1. Temporary telework may be approved for circumstances such as inclement weather, special projects, facility issues, family and personal issues, or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.
2. Other short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization with the consent of the employee's health care provider, if appropriate. Generally speaking, you may not telework as a substitute for leave under the Family and Medical Leave Act (FMLA) or under the Americans with Disabilities Act (ADA) without participating in the reasonable accommodations process with Human Resources.
3. All ad hoc telework arrangements are made on a case-by-case basis, focusing first on the business needs of the department or office.

Exceptions

~~Exceptions to policies, standards, and procedures~~Requests for exceptions to this policy must be documented via the Policy Exception Procedure and approved by the management of Williamson County Human Resources or Technology Services (depending on the exception requested).

Violations

~~Violations depend on scope, risk, benefit; defined by approving authority and stakeholder leadership.~~

Violation of this policy may lead to disciplinary actions up to and including loss of remote access technologies or termination of employment.

Related Statutes, Policies, and Authorities

Safety Checklist published by Williamson County Risk Management (available on SharePoint)

Policy Exception Procedure published by Williamson County Technology Services (linked on SharePoint)

Department Policies: Please refer to any department-specific policies your office may have that may reference this document.

Contact Office

Human Resources: Contact your designated HR ~~representative~~Generalist or 512-943-1533 (x31533~~.~~)
Technology Services: servicedesk@wilco.org or 512-943-1456 (x31456)
Risk Management: riskmanagement@wilco.org or 512-943-1980 (x31980)

Administrative Notes

Policy Class: Resource Management
Policy Family: Human Resource Management
Policy: Williamson County ~~Teleworking~~Telework Policy

Revision History

Version	Date	Description
3.0		Addition of Risk Management/Legal/HR Items
2.0	10/18/2022	Adoption by Commissioner's Court and Republication
1.2	9/22/2022	Point of Clarification: MFA Required for all remote access (Sections C.7, D.5, and D.6 of this document.) Section format change (re-designated Letter/Number in listings) Added Violations section for uniformity with other modern policies Added Exceptions section for uniformity with other modern policies
1.1	7/27/2021	~~Clarfied~~Clarified language and made for more broad use cases.
1.0	6/2/2020	First version – COVID-19 specific.

Williamson County Policy

County Telework Policy

Sensitivity: Public
Criticality: Low
Primary Type: Policy

Summary

Purpose

If done correctly, teleworking has been found to increase productivity for both the employee and the organization. Teleworking can positively impact employee morale and organizational culture as well as reduce demands on County facilities. With the appropriate tools and guidance, telework can be nearly seamless for the department. This policy defines the standards, eligibility, and other rules and requirements for telework.

Scope

This policy applies to all County employees, County departments, and elected officials who are approved to telework in any capacity.

Definitions

Department
Unless specifically noted otherwise, the use of the word "department" or related forms of that word includes both Commissioners Court departments and all elected offices that utilize Williamson County infrastructure.

Telework
The performance of individual County work functions at approved locations outside of County worksites at the discretion of the department head/elected official.

Telework Schedule
The days and hours agreed upon by the department head/elected official and employee about when the employee may telework and when they must present for work at their County worksite.

Telework Site
The location away from the employee's assigned County worksite where an employee has been authorized to telework. The telework site should be in the employee's home unless the employee's department head or elected official approves for the employee to work from an alternative telework site.

Roles and Responsibilities

A. Employees

1. All employees must adhere to this policy and any department-specific telework policies when teleworking.

2. Employees shall follow their department's call-in and leave request procedures. Personal leave time must be arranged in the same manner as employees working at the County worksite. Teleworkers who are unable to work due to illness or medical appointments must use sick leave or other paid leave and report their absence to their department in accordance with department policy.
3. Employees shall be available to attend in-person meetings or report to a County worksite when requested. Employees understand that they may be called to report to their County worksite on their regular telework schedule to meet department needs.
4. Employees shall keep personal interruptions such as telephone calls and visitors to a minimum.
5. Employees should adhere to the same standards of professionalism, personal appearance, workspace/background appearance, customer service, and other requirements as in-office personnel.
6. Employees shall read and attest to this policy and any applicable department policies regarding telework.

B. Departments

1. Departments shall request teleworking access for each user in order to account for software licensing as well as attestation to the policy by the user.
2. Departments that authorize telework are required to ensure each employee fully understands and complies with this policy.
3. Departments have the right to refuse to make telework available and to terminate an existing telework arrangement at any time.
4. Departments are responsible for monitoring the effectiveness and productivity of teleworking employees.
5. Departments may define specific requirements regarding employee comfort and safety in the telework site.
6. Customer service, professionalism, and the effectiveness of the office shall not be negatively affected by teleworking.
7. Any department that receives a request to telework as an ADA accommodation must complete the Reasonable Accommodation Request Form on the Human Resources SharePoint page.

Policy

C. General

1. Telework does not change compensation, benefits, vacation, or other paid leave.
2. Telework does not alter an employee's obligation to comply with duties and responsibilities and County and department policies.
3. Employees shall not conduct any non-County employment during their telework schedule.
4. Specific departments may have additional policies unique to their operations. Department policies must not conflict with or be less stringent than this policy.

D. Eligible Employees

1. The nature of the position's work functions and the employee's individual skill set and ability must allow for telework.
2. The eligibility of an individual position and/or employee is defined by the department head or elected official.
3. Performance and/or attendance issues shall affect an employee's eligibility to telework.

4. Violations of this policy shall affect an employee's eligibility to telework.

E. Remote Location Requirements

1. The telework site must have the appropriate setup for the employee to be effective, be safe, and maintain information security for the duration of their shift.
2. The telework site must allow for employee comfort and safety for the duration of the work shift. It is the responsibility of the employee to provide the space, furniture, network connectivity, and other items needed to create an appropriate telework setup.
3. Safety and injury prevention should be practiced in the telework site to avoid injury or incident.
4. Employees shall refer to the current Safety Checklist to ensure their telework site meets safety requirements.
5. The telework site must allow for adequate noise control and connectivity to ensure clear telephone and video conference calls and maintain professionalism and good customer service.
6. The telework site must allow for privacy to ensure that other individuals do not have access to confidential matters.
7. Certain software packages or processes may not perform as well from a remote location, and the employee and department may need to take this into account when authorizing telework.
8. If the employee cannot work effectively, safely, and securely from the telework site, telework should not be authorized.
9. Teleworking employees shall not hold in-person business meetings with internal or external clients, customers, or colleagues at their telework site.
10. Scheduled Telework must be performed within the State of Texas.

F. Technology Equipment & Support

1. Employees are responsible for providing an internet connection sufficient to communicate (audio and video) and perform the job from their telework site in a manner that is satisfactory to the department head. The County will not provide cellular internet devices (i.e. MiFi, hotspots) for this purpose.
2. Employees are responsible for providing, testing, and validating the network connection before scheduling telework with their supervisor.
3. Resolution of any issues with network connectivity will be the responsibility of the employee. If connectivity issues cannot be resolved in a timely manner or if intermittent issues persist, the employee will need to report to their assigned work site or utilize their leave accruals.
4. Employees must use County-owned computers or mobile devices to telework, except as otherwise authorized or required under this policy. This ensures compliance with County policies pertaining to hardware, security, and encryption.
5. Use of the County's Virtual Private Network (VPN) software is always required when accessing County data from a wireless or wired network not managed by Williamson County (e.g., home and public networks).
6. Using non-County devices (smartphones, iPads, etc.) for Office 365 applications is permitted, but devices must comply with the security requirements below.

7. Use of personal smartphones (or tablets) may be required to access the Multi-Factor Authentication system (see Security section).
8. The County will not provide additional technology equipment for the express purpose of teleworking. While assigned technology equipment may be used for teleworking at the department's discretion, duplicate setups of monitors, docks, computers, etc., or any equipment required for telework will not be provided or approved in the budget process or supported by Technology Services.
9. Technology Services will support users teleworking as much as possible but will not be able to support issues related to home/private internet issues or personal equipment (routers, firewalls, etc.), as well as networked devices on non-County networks (e.g., network printers).
10. Technology Services will provide remote assistance to teleworking employees via phone, email, and remote support. No onsite support for teleworking employees is possible, so any issues that cannot be solved remotely will need to be done at IT or at another County office.

G. Security

1. Utmost care must be taken to protect County data when teleworking. This includes physically placing computer screens away from windows, unauthorized persons, or cameras.
2. Computers, phones, and tablets must not be left unattended at any time while unlocked.
3. In public settings, extra precautions should be taken to ensure the privacy and security of County data.
4. There may also be regulations on the data, such as CJIS or HIPAA, that require additional security measures when working outside a secure location.
5. Supervisors are responsible for ensuring employees are compliant with all applicable regulations while teleworking.
6. Multi-Factor Authentication (MFA) is required to access County data and/or networks from a telework site.
7. All teleworking employees must utilize the MFA application and notifications on a smartphone or tablet. Those employees issued a County-owned smartphone or tablet pursuant to other policies may use that device for this purpose. For all other employees, the use of a personally owned smartphone or tablet is required for the MFA application. A County-owned smartphone will not be issued to employees solely for this purpose.

H. Liability

1. Compensability for employee injuries or occupational diseases will be determined by Workers' Compensation as in any other off-site incident.
2. In the event of a job-related injury at the telework site, the injured employee must immediately report the incident to his/her supervisor.
3. The County is not liable for any third-party (family, visitors, etc.) injuries which may occur at a telework site.
4. Teleworkers must allow the County to inspect the telework site during normal working times for compliance with this policy and safety investigations. Inspections will be performed by Risk Management staff in conjunction with Human Resources, as needed.

I. Communication Requirements

1. All teleworking employees must be reachable throughout their shift according to the standards set by their supervisor or department.
2. Communication methods that are supported by Technology Services are email, Microsoft Teams, WebEx, Jabber, and County-issued smartphones.
3. Video chat/conferencing may be required depending on the position and nature of the work.

J. Performance Monitoring

1. Department heads and supervisors are responsible for determining the measurement of performance of teleworking employees as well as supervising staff while teleworking. The same standards of performance for in-office work shall apply to telework.
2. The criteria of performance will be clearly communicated to each employee before engaging in telework.
3. Employees may be asked to log into the County's timekeeping system or check in with a supervisor at the start and/or end of a teleworking shift through a similar (or equivalent) process as an in-office work shift.
4. Performance monitoring may include a review of computer logs, email and Teams messages, or other electronic means.
5. Failure to meet the performance criteria or policies shall result in loss of eligibility to telework.

K. Ad Hoc Arrangements

1. Temporary telework may be approved for circumstances such as inclement weather, special projects, facility issues, family and personal issues, or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.
2. Other short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization with the consent of the employee's health care provider, if appropriate. Generally speaking, you may not telework as a substitute for leave under the Family and Medical Leave Act (FMLA) or under the Americans with Disabilities Act (ADA) without participating in the reasonable accommodations process with Human Resources.
3. All ad hoc telework arrangements are made on a case-by-case basis, focusing first on the business needs of the department or office.

Exceptions

Requests for exceptions to this policy must be documented via the Policy Exception Procedure and approved by the management of Williamson County Human Resources or Technology Services (depending on the exception requested).

Violations

Violation of this policy may lead to disciplinary actions up to and including loss of remote access technologies or termination of employment.

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Administrative Notes

Policy Class: Resource Management
Policy Family: Human Resource Management
Policy: Williamson County Telework Policy

Revision History

Version	Date	Description
3.0		Addition of Risk Management/Legal/HR Items
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1.2	9/22/2022	Point of Clarification: MFA Required for all remote access (Sections C.7, D.5, and D.6 of this document.) Section format change (re-designated Letter/Number in listings) Added Violations section for uniformity with other modern policies Added Exceptions section for uniformity with other modern policies
1.1	7/27/2021	Clarified language and made for more broad use cases.
1.0	6/2/2020	First version – COVID-19 specific.

Commissioners Court - Regular Session **52.**

Meeting Date: 11/21/2023

Commissioners Court Project Manager

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on defining the role of the Commissioners Court Project Manager.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	11/17/2023 09:28 AM
Form Started By: Becky Pruitt		Started On: 11/17/2023 09:27 AM
Final Approval Date: 11/17/2023		

Commissioners Court - Regular Session **53.**

Meeting Date: 11/21/2023

FY 2024 Animal Shelter Donation Fund Budget

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Fiscal Year 2024 Animal Shelter Donation Fund.

Background

The budget is based on unspent Fiscal Year 2023 donations. Total unspent Fiscal Year 2023 is $1,159,765.01, of that amount $128,782.74 will be restricted in fund balance to be used for future capital needs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY 24 546 Budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 09:16 AM
Form Started By: Ganae Hempe		Started On: 11/15/2023 03:05 PM
Final Approval Date: 11/16/2023		

Object	Amount	
001100 F/T SALARIES	119,058.32	
001107 TEMP LABOR	14,544.00	
001130 MERIT	9,884.64	
002010 FICA	10,976.75	Animal Shelter Staff
002020 RETIREMENT	20,695.34	
002030 INSURANCE	38,400.00	
002050 WORKER'S COMP	1,686.13	
003001 SMALL EQUIPMENT & TOOLS < $5,000	135.42	Use of Kuranda Beds Donations
003510 PURCHASES FOR RESALE	7,563.68	Use of Sales from Pet Care Products
003670 USE OF DONATIONS	644,198.01	Use of General Donations
004100 PROFESSIONAL SERVICES	19,148.52	Use of Jane's Fund Donations
004105 FOSTER HOME CARE	65,534.13	Use of Kitten Care Donations
004109 SPECIAL NEEDS	34,543.09	Use of Special Project Donations
004231 TRAVEL	7,818.28	Use of Animal Transport Donations
004232 TRAINING	31,825.46	Use of S.I.T. Team Donations
004509 FACILITY ENHANCEMENTS	1,788.76	Use of Play Yards Donations
004975 ANIMAL MEDICAL CARE	3,181.74	Use of Heart Worm Fund Donations
004999 MISCELLANEOUS EXPENSE	0.00	Use of Capital Donations
TOTAL	**1,030,982.27**	

Commissioners Court - Regular Session **54.**

Meeting Date: 11/21/2023

Budget Amendment for State Law Enforcement Training

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for various departments.

Background

This budget amendment is to move unspent State Law Enforcement Training dollars to Fiscal Year 2024 Budget. State training dollars are not rolled into the General Fund at the year-end until the books are closed. Any unspent dollars are rolled forward from year to year.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.004229	DA State Law Enforce Training	$664.59
	0100.0475.004229	CA State Law Enforce Training	$6,228.47
	0100.0551.004229	Const 1 St Law Enforc Training	$6,103.35
	0100.0552.004229	Const 2 St Law Enforc Training	$5,542.06
	0100.0553.004229	Const 3 St Law Enforc Training	$4,263.94
	0100.0554.004229	Const 4 St Law Enforc Training	$6,542.65
	0100.0560.004229	SO St Law Enforce Training	$30,277.79
	0100.0570.004229	Jail St Law Enforce Training	$12,173.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2023 08:36 AM
Form Started By: Pam Navarrette		Started On: 11/13/2023 10:54 AM
Final Approval Date: 11/14/2023		

Commissioners Court - Regular Session **55.**

Meeting Date: 11/21/2023

Veteran Services Budget Amendment on FY23 Unspent Donations

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for Veteran Services.

Background

Veteran Services received donations throughout the year. At the end of Fiscal Year 2023, $2,332.03 remained in unspent donation dollars. This amendment is to appropriate those 2023 donations to be spent in 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Use of Donations	$2,332.03

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2023 08:37 AM
Form Started By: Pam Navarrette		Started On: 11/13/2023 11:18 AM
Final Approval Date: 11/14/2023		

Commissioners Court - Regular Session **56.**

Meeting Date: 11/21/2023

Budget Amendment for Park Office FY23 Unspent Donations

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for the Parks Department.

Background

The Parks Department received donations throughout the year. At the end of Fiscal Year 2023, $12,077.93 remained in unspent donation dollars. This amendment is to appropriate those 2023 donations to be spent in 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$12,077.93

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2023 08:38 AM
Form Started By: Pam Navarrette		Started On: 11/13/2023 11:27 AM
Final Approval Date: 11/14/2023		

Commissioners Court - Regular Session **57.**

Meeting Date: 11/21/2023

JP 3 Budget Amendment on FY23 Unspent Donations

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for the Justice of the Peace Precinct 3.

Background

At the end of the Fiscal Year 2023, $853.57 remained in unspent donation dollars. This amendment is to appropriate those 2023 donations to be spent in 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0453.003670	Use of Donations	$853.57

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2023 08:38 AM
Form Started By: Pam Navarrette		Started On: 11/13/2023 11:31 AM
Final Approval Date: 11/14/2023		

Commissioners Court - Regular Session **58.**

Meeting Date: 11/21/2023

EMS Budget Amendment on FY23 Unspent Donations

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for the Emergency Medical Services (EMS).

Background

At the end of the Fiscal Year 2023, $12,950.83 remained in unspent donation dollars. This amendment is to appropriate those 2023 donations to be spent in 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003670	Use of Donations	$12,950.83

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2023 08:38 AM
Form Started By: Pam Navarrette		Started On: 11/13/2023 01:29 PM
Final Approval Date: 11/14/2023		

Commissioners Court - Regular Session **59.**

Meeting Date: 11/21/2023

Budget Amendment for Sheriff's Office Donations FY23

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for the Sheriff's Office.

Background

The Sheriff's Office received donations for Victim's Assistance and other donations throughout the fiscal year. At the end of the Fiscal Year 2023, Victim Assistance has $294.58 of unspent donation dollars and Use of Donations has $115.13 of unspent donation dollars. This amendment is to appropriate those 2023 donations to be spent in 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.003670	Use of Donations	$115.13
	0100.0560.003671	Use of VA Donations	$294.58

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2023 08:39 AM
Form Started By: Pam Navarrette		Started On: 11/13/2023 01:32 PM
Final Approval Date: 11/14/2023		

Commissioners Court - Regular Session **60.**

Meeting Date: 11/21/2023

GISD Residential Services Budget Amendment

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment for Juvenile Services.

Background

The budget amendment request is to move unspent Juvenile Residential Service dollars into the Fiscal Year 2024 budget. Unspent GISD Residential services are to be used only for residential services. The monies are carried forward until spent.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.004103	GISD Residential Services	$33,325.80

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2023 08:40 AM
Form Started By: Pam Navarrette		Started On: 11/13/2023 01:39 PM
Final Approval Date: 11/14/2023		

Commissioners Court - Regular Session **61.**

Meeting Date: 11/21/2023

Budget Amendment for Juvenile Services on FY23 Unspent Donations

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for Juvenile Services.

Background

Juvenile Services received donations throughout the year. At the end of Fiscal Year 2023, $749.39 remained in unspent donation dollars. This amendment is to appropriate those 2023 donations to be spent in 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.003670	Use of Donations	$749.39

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2023 08:40 AM
Form Started By: Pam Navarrette		Started On: 11/13/2023 01:41 PM
Final Approval Date: 11/14/2023		

Commissioners Court - Regular Session **62.**

Meeting Date: 11/21/2023

JP 2 Budget Amendment on FY23 Unspent Donations

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for unspent 2023 donation dollars for the Justice of the Peace Precinct 2.

Background

At the end of the Fiscal Year 2023, $200.00 remained in unspent donation dollars. This amendment is to appropriate those 2023 donations to be spent in 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0452.003670	Use of Donations	$200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/14/2023 08:41 AM
Form Started By: Pam Navarrette		Started On: 11/13/2023 03:33 PM
Final Approval Date: 11/14/2023		

Meeting Date: 11/21/2023

Landfill Farm Lease Listing Agreement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Real Estate Listing Agreement between Williamson County, Texas and Brinegar Properties for the lease of 75 acres situated at the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas for purposes of farming pursuant to the terms of said Commercial Real Estate Listing Agreement and in accordance with Texas Local Government Code Section 263.008.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Landfill Farm Lease Listing Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/13/2023 01:25 PM
Form Started By: Hal Hawes		Started On: 11/09/2023 04:27 PM
Final Approval Date: 11/13/2023		

TEXAS REALTORS

COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement (this Listing) are:

Landlord: **Williamson County Texas**

Address: **710 Main St, Suite 101**
City, State, Zip: **Georgetown, TX 78626**
Phone: _____ Mobile: **(512)947-2353** Fax or E-mail: **russ.boles@wilco.org**

Broker: **Brinegar Properties**

Address: **401 W Anderson Ave**
City, State, Zip: **Round Rock, TX 78664-4307**
Phone: **(512)940-0188** Mobile: _____ Fax or E-mail: **bb@512texas.com**

Landlord appoints Broker as Landlord's sole and exclusive real estate agent and grants to Broker the exclusive right to lease the Property.

2. PROPERTY: "Property" means the following real property in Texas along with all its improvements:

Building or Complex: _____
Address: **Intersection of Landfill Road and FM 1660**
City: **Hutto** County: **Williamson** Zip: **78634**
Legal Description of land on which Property lies *(Identify exhibit if described on attachment)*: **Exhibit A**

The Property contains approximately **3267000** square feet of rentable area. The rentable area of the Property may not equal the actual useable area within the Property and may include an allocation of common areas in the building or complex.
(If the Property is a condominium, attach Condominium Addendum to Listing (TXR-1401.)

3. LISTING PRICE:

A. Landlord instructs Broker to market the Property at the following base rental rate: $ **80/acre/year, provided, however, offers for less than said amount shall be communicated to Landlord and Landlord may agree to lease the Property for less than the said amount.**.

B. At the rental rate stated in Paragraph 3A, Broker is to market the Property under the following terms:

[X] (1) Landlord will lease the Property for a term of not fewer than **36** months and not more than **60** months.

☐ (2) Expense Reimbursements calculated under the following method: *(Check only one box):*

☐ (a) Base-year expenses: A tenant is to pay the tenant's pro rata share of the following expenses for the Property that exceed the amount of base-year expenses for: ☐ taxes, ☐ insurance, ☐ CAM, and ☐ _____.

☐ (b) Expense-stops: A tenant is to pay the tenant's pro rata share of the following expenses for the Property that exceed $ _____ per square foot per year for: ☐ taxes, ☐ insurance, ☐ CAM, and ☐ _____.

☐ (c) Net: A tenant is to pay the tenant's pro rata share of expenses for the following expenses: ☐ taxes, ☐ insurance, ☐ CAM, and ☐ _____
_____.

Unless Landlord provides Broker with written definitions otherwise, the phrases "base-year expenses", "expense stops," "CAM," "insurance", and "taxes" have the meanings assigned to those terms in the Commercial Lease Addendum for Expense Reimbursement (TXR-2103) published by Texas REALTORS®.

☐ (3) Percentage Rate equal to _____ % multiplied by tenant's gross sales that exceed _____
_____
_____.

☐ (4) Parking Rental calculated as follows: _____
_____
_____.

☐ (5) Rent Increases in the base rent calculated as follows: _____
_____
_____.

☐ (6) Tenant Improvement Allowance that Landlord will provide as follows: _____
_____
_____.

☐ (7) _____
_____
_____.

4. TERM: This Listing begins on **November 27, 2023** and ends at 11:59 p.m. on **June 30, 2024**. Landlord may terminate this Listing on notice to Broker any time after **June 30, 2024**.

5. BROKER'S FEE:

A. Fee: When earned and payable, Landlord will pay Broker a fee of:

☐ (1) _____ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements, and ☐ _____
_____.

☒ (2) **Agreed upon flat fee of $500.00**
_____.

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
(1) Landlord leases or agrees to lease all or part of the Property to anyone on any terms;

(2) Broker, individually or in cooperation with another broker, procures a tenant ready, willing, and able to lease all or part of the Property on the terms stated in Paragraph 3 or on any other terms acceptable to Landlord;
(3) Landlord grants or agrees to grant to another person an option to lease all or part of the Property on any terms; or
(4) Landlord breaches this Listing.

C. Payable:
(1) Once earned, Broker's fee is payable according to the following schedule: *(Check one box only.)*

[X] (a) in one payment upon **execution of lease** .

[ ] (b) one-half of Broker's fee at the time Landlord and a tenant execute a lease and the remainder on the date the lease commences.

[ ] (c) _____
_____
_____.

(2) If Landlord breaches this Listing or refuses to lease the Property to a prospective tenant after Broker's fees have been earned, Broker's fees are immediately payable in full.

~~D. Other Fees:~~

~~[ ] (1) Renewal Fees:~~

~~[ ] (a) Tenants Procured by Broker: If, during this Listing or after it ends, Landlord extends, renews, or expands a lease with a tenant procured by Broker, either individually or in cooperation with another broker, Landlord will pay Broker an additional fee of:~~

~~[ ] (1) _____% of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: [ ] expense reimbursements based on initial amounts [ ] _____;~~

~~[ ] (2) _____% of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: [ ] expense reimbursements based on initial amounts [ ] _____; or~~

~~[ ] (3) _____
_____.~~

~~[ ] (b) Existing Tenants: If, during this Listing, Landlord extends, renews, or expands a lease with a tenant who is occupying all or part of the Property on the date this Listing begins, Landlord will pay Broker an additional fee of:~~

~~[ ] (1) _____% of all base rents to be paid over the term of the renewal or extension and the same percentage of the following items to be paid over the same term: [ ] expense reimbursements based on initial amounts [ ] _____
_____;~~

~~[ ] (2) _____% of all base rents to be paid over the term of the expansion and the same percentage of the following items to be paid over the same term: [ ] expense reimbursements based on initial amounts [ ] _____
_____; or~~

☐ (3) _____
_____.

~~In addition to their ordinary meanings, "extensions," "renewals," and "expansions" include new leases for more, less, or different space in the building or complex in which the Property is located. The fees under Paragraph 5D(1)(a) and (b) are earned and payable in full at the time the extension, renewal, or expansion commences.~~

☐ ~~(2) Fees in Event of a Sale:~~

☐ ~~(a) If, during this Listing, Landlord sells the Property, Landlord will pay Broker an additional~~ fee ~~equal to _____ % of the sales price for the Property.~~

☐ ~~(b) If Landlord sells the Property to a tenant procured by Broker not later than the time the tenant vacates the Property, Landlord will pay Broker an additional fee equal to _____ % of the sales price for the Property.~~

~~"Sell" means to sell, agree to sell, convey, agree to convey, exchange, agree to exchange, transfer, or agree to transfer a legal or equitable interest (excluding a lease or rental) either by written or oral agreement or by option. The fee for a sale under this Paragraph 5D(2) is earned at~~ the time ~~Landlord agrees to sell the Property and is payable at the closing of the sale regardless of whether closing occurs during the term of this Listing or after its termination.~~

☐ ~~(3) Service Providers: If Broker refers Landlord or a prospective tenant to a service provider~~ (e.g., ~~mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(3) is in addition to any other compensation Broker may receive under this Listing.~~

☐ ~~(4) Other Fees and/or Reimbursable Expenses:~~ _____
_____
_____
_____.

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for **90** days.

(2) Not later than 10 days after this Listing ends Broker may send Landlord written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Landlord agrees to lease or sell all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Landlord will pay Broker, upon the execution of the lease or upon closing of the sale (whichever applies), the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in **Williamson** County, Texas.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

A. Under a prior listing agreement Landlord is obligated to pay another Texas licensed broker a fee if Landlord leases or sells all or part of the Property before _____ to any of the following persons: _____

_____

_____ (named exclusions).

B. If Landlord enters into a contract to lease or sell all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Landlord will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Landlord will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:

(1) _____ % of the sales price if Landlord sells the Property;

(2) _____ % of all base rents to be paid over the term of the lease if Landlord leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements, and ☐ _____; and

(3) _____

_____.

C. If Landlord agrees to lease or sell all or part of the Property to a named exclusion, Broker ☐ will ☐ will not assist Landlord in negotiating and closing the transaction to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing any security codes necessary to enter the Property to such person and lending a key to the Property to such person. To facilitate the efficient showing and lease of the Property, Landlord instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, surveyors, engineers, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective tenants. If the other broker procures a tenant who leases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: *(Check A or B only.)*

☒ A. Intermediary Status: Broker may show the Property to interested prospective tenants or buyers who Broker represents. If a prospect who Broker represents offers to lease or buy the Property, Landlord authorizes Broker to act as an intermediary and Broker will notify Landlord that Broker will service the parties in accordance with one of the following alternatives.

(1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Landlord under this Listing, Broker may notify Landlord that Broker will: (a) appoint the associate then servicing Landlord to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Landlord; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.

(2) If a prospect who Broker represents is serviced by the same associate who is servicing Landlord, Broker may notify Landlord that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Landlord under this Listing to the Landlord for the same purpose.

(3) Broker may notify Landlord that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's

intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. No Intermediary Status: Landlord agrees that Broker will not show the Property to prospects who Broker represents.

Notice: **If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:**

- **may not disclose to the prospect that Landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by Landlord;**
- **may not disclose to Landlord that the prospect will pay a price greater than the price submitted in a written offer to Landlord unless otherwise instructed in a separate writing by the prospect;**
- **may not disclose any confidential information or any information Landlord or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;**
- **may not treat a party to the transaction dishonestly; and**
- **may not violate the Real Estate License Act.**

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Landlord except as authorized by Landlord or required by law. Broker may not disclose to Landlord any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for lease, procure a tenant, and negotiate the lease of the Property.

B. In addition to other authority granted by this Listing, Broker may:
(1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
(a) placing a "For Lease" sign or similar marketing sign on the Property; and
(b) creating and placing information about the Property (including interior and exterior photographs or videos):
(i) on the Internet on Broker's website and on other websites as Broker determines;
(ii) in any advertisements whether in print or electronic media; and
(iii) into listing services that may publicize the information on the Internet or by other means;
(2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
(3) furnish comparative marketing and lease information about other properties to prospects;
(4) disseminate information about the Property to other brokers and prospects, including applicable disclosures, notices, or other information that Landlord is required to make under law or a contract;
(5) accept security deposits and other funds in trust in accordance with the terms of a lease or sale for all or part of the Property;
(6) disclose the terms of the lease or sale to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
(7) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
(8) advertise that Broker "leased" or "sold" the Property after the execution of a lease or closing of a sale of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with the listing service's rules.

C. Broker is not authorized to execute any document in the name of or on behalf of Landlord concerning the Property.

D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

A. Except as provided otherwise in this Listing, Landlord represents that:

(1) Landlord has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to lease the Property;
(2) Landlord is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
(3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
(4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
(5) the Property is not subject to the jurisdiction of any court;
(6) Landlord owns sufficient intellectual property rights in any materials which Landlord provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
(7) all information relating to the Property Landlord provides to Broker is true and correct to the best of Landlord's knowledge.

B. Landlord and Broker must disclose any known condition on the Property that would materially affect the health or safety of an ordinary tenant. *(Check (1) or (2) only.)*

☐ (1) Landlord is not aware of any condition on the Property that would materially affect the health or safety of an ordinary tenant, except as stated in the attached Commercial Property Condition Statement (TXR-1408). Landlord authorizes Broker to furnish prospective tenants and other brokers with a copy of the Commercial Property Condition Statement (TXR-1408).

☒ (2) Except as otherwise provided in this Listing, Landlord is not aware of:
(a) any subsurface: structures, pits, wastes, springs, or improvements;
(b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(c) any environmental hazards or conditions that materially affect the Property;
(d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
(f) any wetlands, as defined by federal or state law or regulation, on the Property;
(g) any threatened or endangered species or their habitat on the Property;
(h) any present or past infestation of wood-destroying insects in the Property's improvements;
(i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(j) any condition on the Property that violates any law or ordinance; and
(k) any condition on the Property that would affect the health or safety of an ordinary tenant.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. LANDLORD'S ADDITIONAL PROMISES: Landlord agrees to:

A. cooperate with Broker to facilitate the showing and marketing of the Property;
B. not negotiate with any prospective tenant who may contact Landlord directly, but refer all prospective tenants to Broker;
C. not enter into a listing agreement with another broker for the lease of the Property to become effective during this Listing;
D. not enter into a listing agreement for the sale of all or part of the Property with another broker to become effective during this listing without Broker's written permission;
E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
F. advise Broker of any tenants moving in or out of the Property;
G. complete any disclosures or notices required by law or a contract to lease the Property;
H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
I. at Landlord's expense, remove from the Property all:
   (1) "For Lease" (or similarly worded) signs other than Broker's signs;
   (2) "For Sale" signs from the Property unless the Property is listed for sale with another broker; and
   (3) "For Information" signs (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

A. If the Property is or becomes vacant during this Listing, Landlord must notify Landlord's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.

B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
   (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
   (2) acts of third parties (for example, vandalism and theft);
   (3) freezing or broken water pipes;
   (4) a dangerous condition on the Property; and
   (5) the Property's non-compliance with any law or ordinance.

~~C. Landlord agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:~~
   ~~(1) that arise from Landlord's failure to disclose any material information about the Property;~~
   ~~(2) that are caused by Landlord giving incorrect information to Broker, other brokers, or prospects;~~
   ~~(3) that arise from any claim for misuse of intellectual property in any materials or information that Landlord provided to Broker related to the Property or this agreement; or~~
   ~~(4) that are otherwise caused by Landlord or Landlord's negligence.~~

15. SPECIAL PROVISIONS:

16. DEFAULT: If Landlord breaches this Listing, Landlord is in default and will be liable to Broker for the amount of the Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a rental rate is not determinable in the event of a breach, the Listing Price will be the rental rate for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Landlord may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Landlord or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:

- [X] A. Information About Brokerage Services (TXR-2501)
- [X] B. Property Description Exhibit identified in Paragraph 2
- [ ] C. Condominium Addendum to Listing (TXR-1401)
- [ ] D. Commercial Property Condition Statement (TXR-1408)
- [ ] E. Information About On-Site Sewer Facility (TXR-1407)
- [ ] F. Information about Special Flood Hazard Areas (TXR-1414)
- [ ] G. _____

_____.

20. AGREEMENT OF THE PARTIES:

A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.

B. Assignability: Neither party may assign this Listing without the written consent of the other party.

C. Binding Effect: Landlord's obligations to pay Broker an earned fee is binding upon Landlord and Landlord's heirs, administrators, executors, successors, and permitted assigns.

D. Joint and Several: All Landlords executing this Listing are jointly and severally liable for the performance of all its terms.

E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.

G. Partial Leases or Sales: If Landlord leases or sells part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.

H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

A. Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by Texas REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.

B. The Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances and the National Association of REALTORS® Code of Ethics may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).

C. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

Landlord: Williamson County Texas

By: _____

By (signature): _____
Printed Name: Judge Bill Gravell Jr
Title: County Judge Date: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

Broker:

Broker / Company Name: Brinegar Properties

License No. 9002570

By (signature): _____
Printed Name: Brentley Brinegar
Title: Broker License No. 589701
Date: _____

EQUAL HOUSING OPPORTUNITY

Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

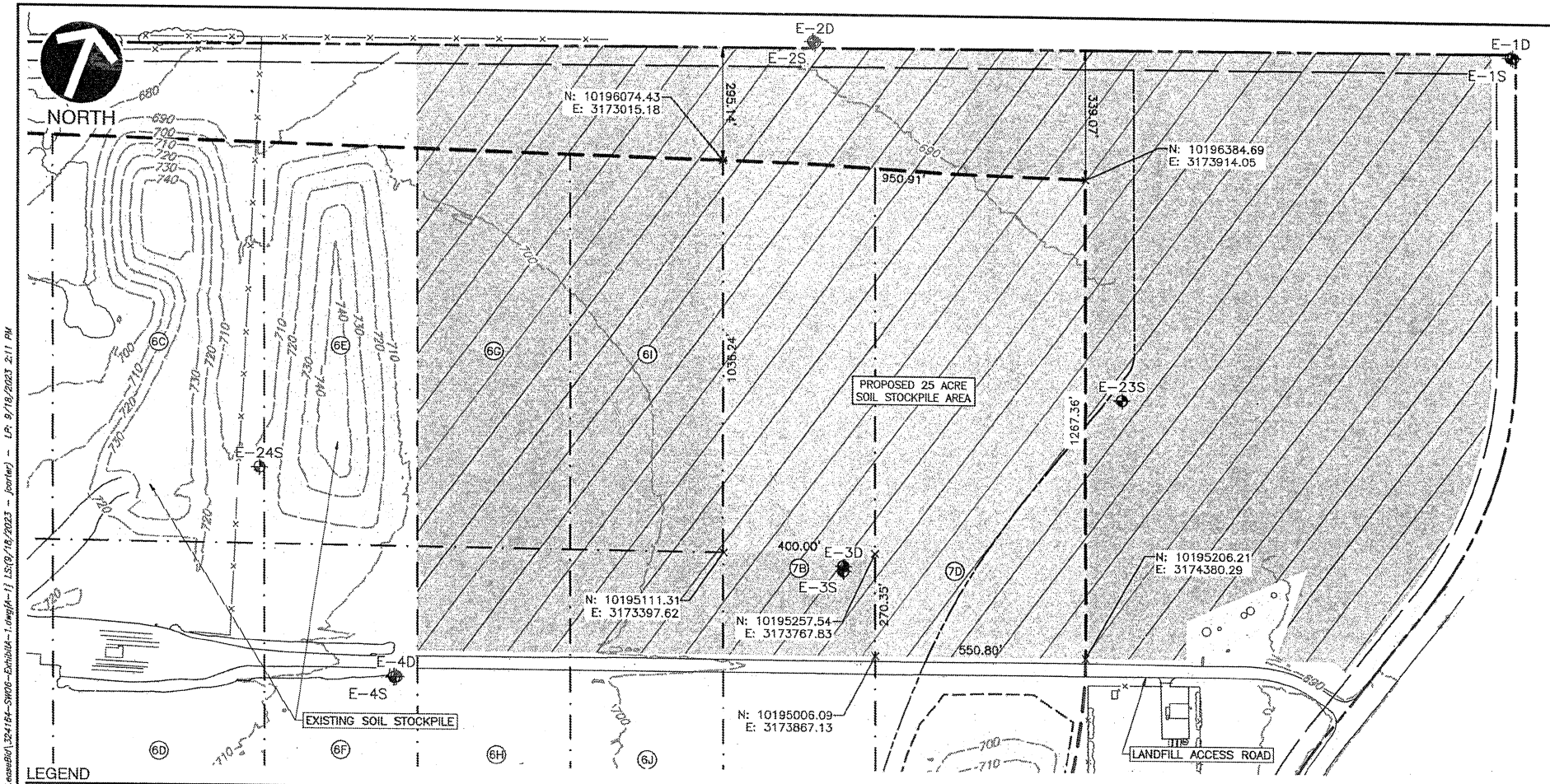
Brinegar Properties	**9002570**	**bb@512texas.com**	**(512)940-0188**
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Brentley Brinegar	**589701**	**bb@512texas.com**	**(512)940-0188**
Designated Broker of Firm	License No.	Email	Phone
Brentley Brinegar	**589701**	**bb@512texas.com**	**(512)940-0188**
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Brentley Brinegar	**589701**	**bb@512texas.com**	**(512)940-0188**
Sales Agent/Associate's Name	License No.	Email	Phone

_____ _____ _____

Buyer/Tenant/Seller/Landlord Initials Date

Regulated by the Texas Real Estate Commission **Information available at www.trec.texas.gov**

IABS 1-0 Date



LEGEND

- PERMIT BOUNDARY
- PERMITTED LIMIT OF WASTE
- CELL BOUNDARY (APPROXIMATE)
- 50' SETBACK FROM LANDFILL PROPERTY BOUNDARY
- 1000' SETBACK FROM F.M. 1660
- 60 EXISTING GROUND CONTOUR
- 3C CELL DESIGNATION
- MW-06/E-1D MONITORING WELL/ PIEZOMEMETER LOCATION
- 75 ACRE FARM LEASE AREA
- 25 ACRE SOIL STOCKPILE AREA

SCALE IN FEET
0 250 500

REFERENCES:

EXISTING CONTOURS AND PLANIMETRIC FEATURES FROM AERIAL SURVEY BY HYDREX ENVIRONMENTAL (DATE OF PHOTOGRAPHY: FEBRUARY 13, 2023); SUPPLEMENTED WITH AERIAL SURVEY BY HYDREX ENVIRONMENTAL (DATE OF PHOTOGRAPHY: FEBRUARY 01, 2022) TO PROVIDE COVERAGE BEYOND LIMIT OF FEBRUARY 13, 2023 SURVEY.

Civil & Environmental Consultants, Inc.
3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746
Ph: 512.439.0400 · Fax: 512.329.0096
www.cecinc.com
Texas Registered Engineering Firm F-35

WASTE MANAGEMENT -SOUTH TEXAS WILLIAMSON COUNTY RECYCLING AND DISPOSAL FACILITY WILLIAMSON COUNTY, TEXAS

FARM LEASE AND SOIL STOCKPILE AREAS

DRAWN BY:	JSC	CHECKED BY:	DRAFT	APPROVED BY:	DRAFT	FIGURE NO.:	A-1
DATE:	SEPTEMBER 2023	DWG SCALE:	1" = 250'	PROJECT NO:	327584		

P:\320-000\324-164\-CADD\Dwg\SW06-FarmLeaseBlo\324164-SW06-ExhibitA-1.dwg[A-1] LS:[9/18/2023 - [porter] - LP: 9/18/2023 2:11 PM

Commissioners Court - Regular Session **64.**

Meeting Date: 11/21/2023

ARPA Agreement Coupland Water Supply Corporation

Submitted By: Jody Cook, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds and were approved a total of $500,000. This agreement is a subrecipient grant agreement in the amount of $40,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Coupland ARPA contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/15/2023 01:50 PM
Form Started By: Jody Cook		Started On: 11/15/2023 11:13 AM
Final Approval Date: 11/15/2023		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND Coupland Water Supply Corporation FOR THE SEWER PROJECT

WITH FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

This Subrecipient Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and Coupland Water Supply Corporation ("SUBRECIPIENT"), (collectively, the "Parties") and shall be effective on _____, 2023. The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLFRF FUNDS") authorized the ARPA (A.L.N. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the COUNTY has received SLFRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLFRF FUNDS (31 CFR Part 35 and may be found at: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLFRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows: __The maintenance and repair of wastewater collection and process system to ensure reliable consistent waste water treatment to the residents of the Coupland Water Supply Corporation CCN

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf.

For "drinking water" expenditure category definitions, please see:

https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.
PAYMENT

The COUNTY shall make available an amount of up to $____$40,000.00__
FORTY THOUSAND AND NO/100 DOLLARS) to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
iv. Invoices of all other expenditures
v. Proof of payment of all expenditures

III.
TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

i. Creates a potential threat to health or safety: or
ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV.
AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.
STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

i. Identify and record valid transactions
ii. Record transactions to the proper accounting period in which transactions occurred
iii. Describe transactions in sufficient detail to permit proper classification
iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
v. Adequately identify the source and application of funds of each grant contract
vi. Generate current and accurate financial reports in accordance with contract requirements

VI.
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable

advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII.
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX.
EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good condition.
v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) A.LN. (21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII.
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission ***if required*** by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Subrecipient:

__Coupland Water Supply Corporation_____
___PO BOX 141_____
___COUPLAND TX 78615_____

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below ("Effective Date").

WILLIAMSON COUNTY:	**SUBRECIPIENT:**
_____	_____
Authorized Signature	Authorized Signature
_____	Steven Voelker
Printed Name	Printed Name
Date: _____ ____, 2023	Date: November 13, 2023

APPENDIX A – Scope of Services will include upgrades to current outdated non- working systems of sewage treatment plant, fixing broken sewage pipes, fixing treatment plant pump and substation pumps that are broken. Program or Project Budget will be number
5. Infrastructure 5.1 Clean Water: Centralized Wastewater Treatment

APPENDIX B –

- Remove and replace 4" airlift pump
- Have waste haulers remove and dispose of 8000 gallons of sewage
- Pump out another 8000 gallons and hold while servicing

Total $40,000.00

Commissioners Court - Regular Session **65.**

Meeting Date: 11/21/2023

Approval of Proposal for County Master Secure Plan FY 24 from MCA for Information Systems

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Proposal #202459 between MCA (formerly Knight Security) and Williamson County for the amount of $155,010.96 annually for the five (5) year plan pursuant to DIR contract #DIR-CPO-4494, and authorizing the execution of the Proposal.

Background

The approval of this Proposal will benefit the Information Systems with a 5-year Master Secure Plan for video surveillance systems at Justice Center, Cedar Park Annex, Taylor JP PCT 4, Expo Center, PCT 3 Annex, Info Tech Services, Main Tax Office, Taylor Annex, Cities and Health District, Regional Animal Shelter, Lott Center, Liberty Hill Adult Probation, Historic Courthouse, Round Rock Annex, SOTC, North Campus Facilities, Sheriff's Office, ESOC, and the Jail. The Child Advocacy Center, Central Texas Treatment Center and Juvenile Justice Center projects were completed in October 2023 and are now added to this contract amount. The Bob Phillips building and the Wilco Sheriff's Shooting Range office are not completed at this time and an amendment will be needed upon their completion to add the $6,113.66 additional costs to the $155,010.96. The annual contract price will be $161,124.62 per year with all projects completed. The attached Proposal has the details of the costs and discounts of the 5-year plan. Funding source is: 01.0100.0503.004500 as per FY24 budget. The department point of contact is Don Heflin.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted MSA Master Secure Plan

Form Review

Inbox	Reviewed By	Date
Purchasing	Joy Simonton	11/15/2023 09:49 AM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 10:22 AM
Form Started By: mary.watson		Started On: 11/01/2023 08:31 AM
Final Approval Date: 11/15/2023		

Confidential - Do not duplicate or distribute without written permission from MCA, Inc.

Patrick Stevenson
patrickstevenson@callmc.com
512-944-0854

Name: Williamson County

Site
301 SE Inner Loop
Georgetown, TX 78626

Billing
3101 SE Inner Loop
Georgetown, TX 78626

Contact
Don Heflin, IT-Systems
P (512) 409-6222
E don.heflin@wilco.org

PROJECT NAME: Williamson County FY24 Master SecurePlan - 5 Year Term V2

PROJECT SCOPE OF WORK

DIR CPO-4494

MCA greatly appreciates your time and for the opportunity to provide you with our recommended ***SecurePlan*** Level Agreement (SLA). Please find the Summary information below for the Coverage details and annual pricing of our ***SecurePlan*** and SecurePlan*Health*.

- All MCA provided equipment, materials and labor shall be warranted for the duration of the agreement and begins from the date of final acceptance by the Owner
- Includes MCASentry for System health monitoring for proactive notification of system issues detected. (Network access required. Remediation not included)
- Performs one (1) scheduled preventative maintenance site visit
- Software license renewals and services to apply software maintenance updates or upgrade for which the systems are eligible at the time of annual inspection
- Same day response when you place your service call before noon
- Next business day response for all calls for service after noon and shall be responded to before the end of the next Business day
- MCA Normal business hours shall be 8 AM to 5 PM Monday through Friday
- Emergency Response Times: Includes 24-Hour Emergency Response of - 4 hour onsite response 24/7 at discounted rates to owner
- Provide factory trained technicians for all service requests; list provided upon notice to proceed

Williamson County Jail is the only site w/ ***SecurePlan24***

SecurePlan24 has all the same benefits as shown above in addition to

- 24/7 Service Included
- 4 hour response for all calls for service

Williamson Co. campuses SecurePlan w/ Health

5-Year Investment Summary $155,010.96 annually

Total of Projects to be completed will add $6,113.66 annually

Total annual contract price will be $161,124.62 annually with all projects completed

Client Initials:_____

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Contract start date will now be reflected as 11/1 of each year

The annual pricing above shows a 5 year agreement and pertains to the Williamson County campuses that MCA currently supports (Justice Center, Cedar Park Annex, ESOC, Taylor JP PCT 4, Expo Center, PCT 3 Annex, Jail, Info Tech Services, Main Tax Office, Taylor Annex, Cities & Health District, Regional Animal Shelter, Lott Center, Liberty Hill Adult Probation, Historic Courthouse, Round Rock Annex, SOTC, North Campus Facilities, Sheriff Office, Child Advocacy Center, Central Texas Treatment Center, and Juvenile Justice Center). Two Wilco sites have not been completed at this time and will be added to the annual ***SecurePlan*** Coverage once finished, their pricing is below. All MCA provided equipment is included in ***SecurePlan*** Coverage for as long as agreement is active.

- Bob Phillips
  - 5-Year Investment Summary $822.64 annually
- Willco Sheriff's Office Shooting Range
  - 5-Year Investment Summary $5,291.02 annually

The above sites will be added to the SecurePlan contract once completed and will be pro-rated to the nearest month end.

Coverage details and Process for support is provided in attached documents. Remote VPN access to the security devices is required with SecurePlan Health for remote remediation.

MCA appreciates the opportunity to provide our SLA to help protect the investment of your security systems and provide a greater level of support to the Wilco teams. We are eager to continue working with you closely with regard to the video surveillance and access control systems as well as continuing to support your systems in the many years to come in order to maximize the long term value of these systems.

DIR CPO-4494

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 thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.

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.

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

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: MCA agrees that licensee 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 MCA which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MCA agrees that licensee

Client Initials:_____

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shall have access during normal working hours to all necessary MCA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give MCA reasonable advance notice of intended audits.

Texas Law Applicable to Indemnification: All indemnification 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.

IN WITNESS WHERE OF, Williamson County and MCA have duly executed this Agreement to be effective as of the date of the last party's execution below.

MCA:

By: Patrick Stevenson

Printed Name: Patrick Stevenson

Representative Capacity: Account Executive

Date: 11/01, 20 23

WILLIAMSON COUNTY:

By:_____

Printed Name:_____

Representative Capacity:_____

Date:_____, 20_____

Client Initials:_____

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PROJECT INVESTMENT

SecurePlan - Justice Center

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$14,737.08

Annual Recurring Subtotal $14,737.08

SecurePlan - Cedar Park Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$6,179.76
Digital Alarm Monitoring up to 64 zones incl timer	$404.04
GSM/ Cellular Back up alarm monitoring	$277.80

Annual Recurring Subtotal $6,861.60

SecurePlan - Taylor JP Pct 4

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$2,736.72

Annual Recurring Subtotal $2,736.72

SecurePlan - Expo Center

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$4,589.16

Annual Recurring Subtotal $4,589.16

SecurePlan - Pct 3 Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$7,959.60
GSM/ Cellular Back up alarm monitoring	$277.80
Digital Alarm Monitoring up to 64 zones incl timer	$404.04

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Annual Recurring Subtotal **$8,641.44**

SecurePlan - Info Tech Services

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,554.88

Annual Recurring Subtotal **$3,554.88**

SecurePlan - Main Tax Office

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,203.88

Annual Recurring Subtotal **$3,203.88**

SecurePlan - Taylor Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$2,838.60

Annual Recurring Subtotal **$2,838.60**

SecurePlan - Cities and Health District

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$2,365.20

Annual Recurring Subtotal **$2,365.20**

SecurePlan - Regional Animal Shelter

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$5,227.20

Annual Recurring Subtotal **$5,227.20**

SecurePlan - Lott Center

Annual Recurring:

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Description	Ext.Price
Secure Plan Premium Service Level Agreement	$2,160.00

Annual Recurring Subtotal **$2,160.00**

SecurePlan - Liberty Hill Adult Probation

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$1,890.00

Annual Recurring Subtotal **$1,890.00**

SecurePlan - Historic Courthouse

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,240.00

Annual Recurring Subtotal **$3,240.00**

SecurePlan - Round Rock Annex

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,601.56

Annual Recurring Subtotal **$3,601.56**

SecurePlan - SOTC

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,410.16
Digital Alarm Monitoring up to 64 zones incl timer	$404.04

Annual Recurring Subtotal **$3,814.20**

SecurePlan - North Campus Facilities

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,573.96

Annual Recurring Subtotal **$3,573.96**

Client Initials:_____

Confidential - Do not duplicate or distribute without written permission from MCA, Inc.

SecurePlan - Sheriff Office

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,295.68

Annual Recurring Subtotal **$3,295.68**

SecurePlan - ESOC

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$2,586.60

Annual Recurring Subtotal **$2,586.60**

SecurePlan - Central Texas Treatment Center

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$6,535.68

Annual Recurring Subtotal **$6,535.68**

SecurePlan - Child Advocacy Center

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$3,753.12

Annual Recurring Subtotal **$3,753.12**

SecurePlan - Juvenile Justice Center

Annual Recurring:

Description	Ext.Price
Secure Plan Premium Service Level Agreement	$26,481.60

Annual Recurring Subtotal **$26,481.60**

SecurePlan 24 - Jail

Annual Recurring:

Description	Ext.Price
SecurePlan-24 24/7 service level agreement	$39,322.80

Client Initials:_____

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Annual Recurring Subtotal	**$39,322.80**

Investment Summary

Total Equipment	**$0.00**
Total Proposal Amount	**$0.00**
Annual Recurring	**$155,010.96**

Note: Sales tax, if applicable, is not included on this proposal and will be added to the total upon invoicing.

Investment Total

MCA will provide the proposed system as described in this proposal for the sum of: **$0.00**

The price above includes: material, equipment and labor as described within this proposal.

Proposal Acceptance:

Williamson County

By: _____

Signature

_____

Title

_____

Print Name

Client Initials:_____

Commissioners Court - Regular Session **66.**

Meeting Date: 11/21/2023

Approval of Agreement for ServiceNow with Carahsoft Technology Corp. for Information Systems

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 approving agreement #202436 between Williamson County and Carahsoft Technology Corp. for ServiceNow Maintenance for a total amount of $157,290.00, pursuant to GSA contract #47QSWA18D008F, and authorize the execution of the renewal.

Background

Approval of this item will support Williamson County operations through the continued use of ServiceNow personnel asset management work flow platform. The attached quote details the serviced products. The agreement covers a period of 12-months from 11.30.23-11.29.24. Funding source is 01.0100.0503.004505 per FY24 budget. Department Contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted Carahsoft ServiceNow Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 10:27 AM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 11:50 AM
Form Started By: Misty Brooks		Started On: 11/01/2023 11:40 AM
Final Approval Date: 11/15/2023		

GOVERNMENT - PRICE QUOTATION

servicenow

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO:
Michelle Kleen
Analyst III
Williamson County
716 S Rock St
Georgetown, TX 78626

EMAIL: mkleen@wilco.org

PHONE: (512) 943-1459

FROM:
Angela Romero
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Angela.Romero@carahsoft.com

PHONE: (571) 591-6191 **FAX:**

TERMS:
GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2028
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO:	[redacted]
QUOTE DATE:	10/02/2023
QUOTE EXPIRES:	11/30/2023
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$157,290.00
TOTAL QUOTE:	$157,290.00

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS		QTY	EXTENDED PRICE
		DUE AT SIGNING					
1	PROD00065-611	ServiceNow® Additional Non-Production Instance - US Data Center (Priced Monthly, 1 Year Term) ServiceNow - PROD00065 Start Date: 11/30/2023 End Date: 11/29/2024 ACV Year: 2023	RATE: $936.25	12	GSA	1	$11,235.00
2	PROD12492-2	ServiceNow® Agile Team - Module (Monthly) ServiceNow - PROD12492 Start Date: 11/30/2023 End Date: 11/29/2024 ACV Year: 2023	RATE: $0.00	12	OM	1	$0.00
3	PROD18537-611	ServiceNow Vault - Application (per $1000 ACV) (Monthly) Seros - PROD18537 Start Date: 11/30/2023 End Date: 11/29/2024	RATE: $2,808.75	12	GSA	1	$33,705.00
4	PROD19392	ServiceNow® Integration Hub Starter v3 - Transactions (Priced Monthly 1 Year Term) ServiceNow - PROD19392 Start Date: 11/30/2023 End Date: 11/29/2024 ACV Year: 2023	RATE: $0.00	12	OM	1	$0.00
5	PROD17243-611	IT Service Management Standard - Fulfiller User v3 ServiceNow - PROD17243 Start Date: 11/30/2023 End Date: 11/29/2024 ACV Year: 2023	RATE: $74.90	12	GSA	125	$112,350.00

servicenow

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO.MONTHS	QTY	EXTENDED PRICE
		SUBTOTAL:				$157,290.00
				TOTAL PRICE:		$157,290.00
				TOTAL QUOTE:		$157,290.00

Expressly incorporated herein is the Williamson County Addendum originally approved and signed by Williamson County on November 24, 2020 as if copied in full.
-All Licenses, Software, and Subscriptions are invoiced upon contract award for the full period of performance.
-Learning credits are invoiced monthly in arrears based on usage. Unused credits expire one year after purchase. If any unused credits remain at the time of expiration, no charges will be made against them.
-Subscriptions and all other services are non-refundable and non-returnable.
-On-site training has a $2,000 travel & expense fee per class
-Include the End-User contact information (i.e., the responsible party that manages the ServiceNow instance) on the PO to Carahsoft.
-Subscription renewals are subject to an uplift not to exceed 10% year-over-year. Multi-year renewals incur one uplift. Each Renewal Order is subject to the following conditions: (i) the Subscription Products in the expiring order continue to be made commercially available by ServiceNow and if not, then the Renewal Order shall be for ServiceNow's then available Subscription Product that is substantially equivalent to the Renewal Product in the expiring order; (ii) the sales model for the expiring order continues to be made available by ServiceNow in a commercially equivalent model; (iii) the units of each Renewal Product in the Renewal Order are equal to or greater than the sum of all the Units for that Renewal Product in all the order forms placed by Customer during the subscription term of the then expiring order form; (iv) each Renewal Order is for a twelve (12) month subscription term; (v) Customer places the Renewal Order before the expiration of the Subscription Term of the expiring order form; and (vi) the Renewal Order is on mutually agreeable terms and conditions.
-Carahsoft and ServiceNow reserve the right to suspend access to the instance if payment is not made within payment terms.

Customer accepts ServiceNow flow down terms https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2
*Click ServiceNow on the list

QUOTE DATE: 10/02/2023
QUOTE NO: [redacted]

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

"User" means any employee or contractor of Customer or Customer Affiliate that is assigned a unique username and password and has a user profile in the Subscription Service designated as "active". Only Users may be given access to the subscription service by Customer. A use right may not be shared or transferred. Customer shall not use the subscription service in a manner that circumvents usage restrictions.

"Approver User" is any User performing any of the functions set forth in the table below for an Approver User. An Approver User may only perform the functions set forth in the table below for an Approver User.

"Requester User" is any User that performs only the functions set forth in the table below for a Requester User.

"End User" has the same use rights as **"Requester User."**

"Fulfiller User" is any User other than an Approver User or Requester User. Without limitation, a Fulfiller User is any User that performs any function other than an Approver User function or Requester User function, including those set forth in the table below for a Fulfiller User.

"Process User" has the same use rights as **"Fulfiller User."**

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included
Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

CUSTOM TABLE CREATION AND INSTALLATION

The creation or installation of Custom Tables in a production instance requires either the purchase of the Now Platform App Engine product or an express Custom Table entitlement that is granted with the purchase of another product.
A "Custom Table" is any non-ServiceNow provided table created or installed by or on behalf of Customer on the ServiceNow Platform and used for any purpose, including the creation of a custom application, unless such table is specifically exempt. A list of exempt ServiceNow provided tables and Custom Table use rights are as set forth in the Custom Table Guide on https://www.servicenow.com/products/entitlements-packages.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com.

SUBSCRIPTION PRODUCTS

Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD00065 ServiceNow® Additional Non-Production Instance	Additional non-production 4TB storage limit instance in ServiceNow's data center.
PROD12492 ServiceNow® Agile Team	Included Applications: Agile Development and Test Management All Users may use the above applications.
PROD18537 ServiceNow® ServiceNow Vault	Included Application(s): Platform Encryption (which includes Column Level Encryption Enterprise and Cloud Encryption); Secrets Management Enterprise; Code Signing; Data Privacy Anonymization; and Log Export Service; Zero Trust Access The annual subscription fee for ServiceNow Vault ("ServiceNow Vault Fee") is based on the total of the annual subscription fees of all products subscribed by Customer. As Customer exceeds entitled capacity of Subscription Products, or if Customer procures additional Subscriptions, additional ServiceNow Vault Fees may apply. Platform Encryption includes encryption for all of Customer's production and non-production ServiceNow instances. Platform Encryption functionality is dependent on Customer's correct configuration as specified in the Product Documentation. Column Level Encryption Enterprise provides application-level and database-level data-at-rest encryption to eligible ServiceNow fields, and decrypts Customer Data in those fields for eligible users and scripts as directed by Customer. ServiceNow Cloud Encryption is block encryption of the full database host with industry standard key lifecycle management. ServiceNow Cloud Encryption allows Customer the option to use a ServiceNow generated key, or a key created and supplied by Customer. Database Encryption provides software-based encryption of data-at-rest of all Customer Data stored in production and non-production instances. Additional GB/month require the purchase of a separate Log Export Service Additional GB package. Customer acknowledges that, to the extent it activates and uses Log Export Service, Customer Data will be processed outside of Customer's ServiceNow instance to a centralized ServiceNow environment, provided that such centralized ServiceNow environment shall be hosted in the same ServiceNow data center region as Customer's originating ServiceNow instance. Customer further acknowledges that the relevant terms set forth in the Agreement pertaining to ServiceNow's security and data protection program shall apply, except for those generally relating to certifications, attestations, or audits, and penetration testing. Any Customer Data transferred to such centralized ServiceNow environment will be deleted in accordance with ServiceNow's internal policies and procedures. As of the ordering document effective date, Log Export Service is available only in the data center regions specified in the applicable Documentation.
PROD19392 ServiceNow® Integration Hub Starter	Integration Hub Starter includes entitlement for up to 100,000 Integration Hub Transactions annually (unused Transactions expire annually without credit or refund). Integration Hub Starter includes Protocols and Spokes as set forth in the Integration Hub Overview on www.servicenow.com/products/entitlements-packages.html, which IS EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com. An Integration Hub Transaction is defined as any outbound call originating from Integration Hub, FlowDesigner, Remote Tables and/or Orchestration. This includes any operation, action, orchestration from Integration Hub, Remote Tables or Orchestration resulting in an outbound call. Additional annual Transactions require the purchase of a separate Integration Hub package.
PROD17243 ServiceNow® IT Service Management Standard	Included Applications: Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Digital Portfolio Management and Universal Request

	Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users. Universal Request use rights apply only to IT Service Management Standard applications and App Engine Starter 25 Custom Tables App Engine Starter 25: Customer is granted the right to create or install up to 25 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type. Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee. The following Application(s) became available according to the release indicated below. San Diego - Digital Portfolio Management

Commissioners Court - Regular Session **67.**

Meeting Date: 11/21/2023

Approval of Annual Maintenance for Public Safety CAD/RMS from CentralSquare for Information Systems

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 approving Agreement #202478 for Annual Public Safety Maintenance between Williamson County and Central Square in the amount of $571,177.98 for one year and exempting CentralSquare from competitive requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment].

Background

Approval of this purchase will continue the use of Public Safety software to include CAD (computer aided dispatch), RMS (records management system), OneSolution, TriTech, CryWolf, Superion and Tellus branded software, including Licensing, Maintenance, Support, modification and training. The County currently owns and utilizes multiple products within the CentralSquare line and CentralSquare is the sole provider of annual maintenance for their products. We anticipate continued use of this system for 12–24 months while the County selects a replacement system and implements a new software system. General Counsel, Contract Audit, Budget and the Auditor's Office have reviewed this renewal. Funding Source is 01.0100.0523.004505 for FY24. Point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Redacted CentralSquare Renewal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 03:24 PM
County Judge Exec Asst.	Becky Pruitt	11/16/2023 09:16 AM
Form Started By: Misty Brooks		Started On: 11/14/2023 11:27 AM
Final Approval Date: 11/16/2023		

CENTRALSQUARE

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

Renewal Order #: [redacted]
Start Date: January 1, 2024
End Date: December 31, 2024
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
TammyMcCulley, Office Manager
Williamson CountySheriff's Office
301 SE Inner Loop Road, Suite 105
Georgetown, TX 78626
(512) 943-1300

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Annual Fee P2P - Crimes Annual Maintenance Fee	1	0.00 USD
2.	CryWolf Alarm Full Use Additional Workstation Annual Maintenance Fee	3	1,500.91 USD
3.	CryWolf Alarm Full Use Workstation Annual Maintenance Fee	1	8,048.23 USD
4.	CryWolf Alarm Program Web Page Annual Maintenance Fee	1	1,503.46 USD
5.	CryWolf Payment Web Portal	1	1,148.66 USD
6.	HipLink Interface	1	243.53 USD
7.	JMS-MS DISPLAY Annual Maintenance Fee	1	7,601.78 USD
8.	ONESolution Accident Annual Maintenance Fee	1	2,153.81 USD
9.	ONESolution Alpha Numeric Paging Annual Maintenance Fee	1	1,282.80 USD
10.	ONESolution Animal Control Annual Maintenance Fee	1	1,900.45 USD
11.	ONESolution Asset Management Annual Maintenance Fee	1	2,153.81 USD
12.	ONESolution Automated Secure Alarm Protocol Interface (ASAP) Annual Maintenance Fee	1	3,216.23 USD
13.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	1	2,407.25 USD
14.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	6	2,424.47 USD
15.	ONESolution CA Brazos Technologies Citation Import Interface Annual Maintenance Fee	1	3,323.44 USD
16.	ONESolution CAD Client AVL License Annual Maintenance	19	7,582.79 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

	Fee		
17.	ONESolution CAD Client AVL License Annual Maintenance Fee	7	2,507.93 USD
18.	ONESolution CAD Console License Annual Maintenance Fee	12	20,011.70 USD
19.	ONESolution CAD Console License Annual Maintenance Fee	7	13,857.78 USD
20.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	18	17,959.11 USD
21.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	2,138.01 USD
22.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	7	5,684.58 USD
23.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	21	8,979.25 USD
24.	ONESolution CAD Roster Annual Maintenance Fee	1	1,852.91 USD
25.	ONESolution CAD to ACS FIREHOUSE RMS Interface Annual Maintenance Fee	1	1,493.21 USD
26.	ONESolution CAD to CryWolf Interface Annual Maintenance Fee	1	2,036.21 USD
27.	ONESolution CAD to FATPOT Hub Interface Annual Maintenance Fee	1	5,065.56 USD
28.	ONESolution CAD to FATPOT Hub Interface Annual Maintenance Fee	1	5,065.56 USD
29.	ONESolution CAD to FATPOT Hub Interface Annual Maintenance Fee	1	5,065.56 USD
30.	ONESolution Calls For Service Annual Maintenance Fee	1	1,900.45 USD
31.	ONESolution Canine Tracking Annual Maintenance Fee	1	1,393.65 USD
32.	ONESolution Civil Processing Annual Maintenance Fee	1	6,588.19 USD
33.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	26,496.95 USD
34.	ONESolution Crime Analysis Annual Maintenance Fee	1	3,167.41 USD
35.	ONESolution Crime Analysis Plus Annual Maintenance Fee	1	6,414.03 USD
36.	ONESolution Crime Lab	1	1,470.27 USD
37.	ONESolution Document Scanning and Storage Annual Maintenance Fee	1	2,533.92 USD
38.	ONESolution E911 Interface Annual Maintenance Fee	1	1,852.91 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

39.	ONESolution EMS Charts Interface Annual Maintenance Fee	1	1,275.40 USD
40.	ONESolution EMS Charts Interface Annual Maintenance Fee	1	2,036.21 USD
41.	ONESolution Field Training Online Annual Maintenance Fee	1	1,125.68 USD
42.	ONESolution Fire ProQA/Paramount Interface Annual Maintenance Fee	1	2,138.01 USD
43.	ONESolution Freedom Base Annual Maintenance Fee	1	4,347.96 USD
44.	ONESolution Freedom Base-NS	1	255.26 USD
45.	ONESolution Freedom Premium	3	245.04 USD
46.	ONESolution Freedom Premium Annual Maintenance Fee	2	171.56 USD
47.	ONESolution Freedom Premium Annual Maintenance Fee	1	81.68 USD
48.	ONESolution Freedom Premium Annual Maintenance Fee	1	81.68 USD
49.	ONESolution Freedom Premium Annual Maintenance Fee	1	81.68 USD
50.	ONESolution Freedom Premium Annual Maintenance Fee	12	1,080.66 USD
51.	ONESolution Gang Annual Maintenance Fee	1	1,900.45 USD
52.	ONESolution Generic Permit Annual Maintenance Fee	1	2,153.81 USD
53.	ONESolution Intelligence Annual Maintenance Fee	1	1,809.95 USD
54.	ONESolution Law ProQA/Paramount Interface Annual Maintenance Fee	1	2,138.01 USD
55.	ONESolution Link Analysis Annual Maintenance Fee	1	8,868.73 USD
56.	ONESolution MCT Client AVL License Annual Maintenance Fee	50	1,215.51 USD
57.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	9,502.23 USD
58.	ONESolution MCT Client AVL License Annual Maintenance Fee	600	7,960.18 USD
59.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	50	2,431.01 USD
60.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	7	334.43 USD
61.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	350	18,053.09 USD
62.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	50	9,724.05 USD
63.	ONESolution MCT Client-Digital Dispatch Annual Maintenance	450	39,632.00 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

	Fee		
64.	ONESolution MCT Client-MAPS Annual Maintenance Fee	450	8,044.60 USD
65.	ONESolution MCT Client-MAPS Annual Maintenance Fee	50	1,215.51 USD
66.	ONESolution MCT to ACS FIREHOUSE Interface Annual Maintenance Fee	1	2,036.21 USD
67.	ONESolution Medical ProQA/Paramount Interface Annual Maintenance Fee	1	2,138.01 USD
68.	ONESolution MFR Client Annual Maintenance Fee	250	30,725.05 USD
69.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	175	13,524.58 USD
70.	ONESolution MFR Client-Citation Annual Maintenance Fee	175	13,524.58 USD
71.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	50	5,068.25 USD
72.	ONESolution MFR Client-Property & Evidence Voucher Annual Maintenance Fee	1	0.00 USD
73.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	250	6,144.33 USD
74.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	9,977.35 USD
75.	ONESolution Mobile Server Software Annual Maintenance Fee	1	20,864.16 USD
76.	ONESolution Multi-Jurisdictional Dispatch Option Annual Maintenance Fee	1	1,282.80 USD
77.	ONESolution Multi-Jurisdictional RMS Option Annual Maintenance Fee	1	1,393.65 USD
78.	ONESolution Notification Annual Maintenance Fee	1	5,567.33 USD
79.	ONESolution Odyssey Citation Interface Annual Maintenance Fee	1	1,393.65 USD
80.	ONESolution Odyssey JMS Interface Annual Maintenance Fee	1	1,809.95 USD
81.	ONESolution Odyssey Warrant Interface Annual Maintenance Fee	1	1,809.95 USD
82.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	6,033.16 USD
83.	ONESolution OpCenter for RMS Annual Maintenance Fee	1	6,033.16 USD
84.	ONESolution Pagegate Interface Annual Maintenance Fee	1	285.08 USD
85.	ONESolution Pawn Shop/Pawn Watch Annual Maintenance Fee	1	3,167.41 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

86.	ONESolution Pictometry Visual Intelligence Interface Annual Maintenance Fee	1	2,036.21 USD
87.	ONESolution Police-to-Citizen Annual Maintenance Fee	1	3,800.88 USD
88.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
89.	ONESolution Problem-Oriented Policing	1	1,388.60 USD
90.	ONESolution Professional Standards - Annual Maintenance Fee OSSI Site Professional Standards (Internal Affairs) Module	1	4,434.38 USD
91.	ONESolution Property & Evidence Annual Maintenance Fee	1	4,826.54 USD
92.	ONESolution PS Dev & Maint Annual Maintenance Fee	1	0.00 USD
93.	ONESolution PS&J Development & Maintenance - Annual Maintenance Fee OSSI RMS Custom - Interface to Tyler's Mugshot System	1	2,413.25 USD
94.	ONESolution Quartermaster Annual Maintenance Fee	1	5,067.87 USD
95.	ONESolution Racial Profiling Annual Maintenance Fee	1	1,266.97 USD
96.	ONESolution Records Management System Site License Upgrade Annual Maintenance Fee	1	30,829.43 USD
97.	ONESolution Remote Lineup Annual Maintenance Fee	1	3,167.41 USD
98.	ONESolution Residential Security Watch Annual Maintenance Fee	1	1,900.45 USD
99.	ONESolution Rip & Run Printing/Faxing Annual Maintenance Fee	1	1,764.68 USD
100.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	5,067.87 USD
101.	ONESolution RMS Training Module Annual Maintenance Fee	1	3,167.41 USD
102.	ONESolution Sex Offender Annual Maintenance Fee	1	3,800.88 USD
103.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	5,429.83 USD
104.	ONESolution Zetron Model 3030 TDD Interface Annual Maintenance Fee	1	1,567.85 USD
105.	OSSI CAD Custom Modifications - Annual Maintenance Fee OSSI CAD Custom - CAD to CAD with AVL and Unit Status	1	10,859.67 USD
106.	OSSI CAD Custom Modifications - Annual Maintenance Fee OSSI CAD Custom Modification-Purvis Fire Alerting System Interface	1	3,489.61 USD
107.	OSSI CAD Custom Modifications - Annual Maintenance Fee	1	5,429.83 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

	OSSI CAD Custom-Interface to Deccan's Live MUM and Wall Map Products		
108.	OSSI-CAD Custom-Interface to Tyler's Legacy RMS	1	2,171.95 USD
109.	Unify Annual Maintenance	1	16,586.60 USD

Renewal Order Total: 571,177.98 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

Commissioners Court - Regular Session **68.**

Meeting Date: 11/21/2023

Approval of Blanket PO for Uniforms for EMS Personnel from GT Distributors for EMS Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Blanket Requisition #133381 for annual EMS personnel uniform purchases from GT Distributors, Inc., in the amount of $58,400.00, as per BuyBoard Contract #698-23.

Background

Approval of this item will support the operations of the Williamson County EMS Department. The blanket purchase order will encumber funds for the annual uniform purchase for existing personnel. The attached quote shows the current per item price, however, the total of the Purchase Order depends on the department's needed quantities for FY24. Funding source is 01.0100.0540.003311 as per FY24 budget. Department contact is Ed Tydings.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 11:07 AM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 11:55 AM
Form Started By: Gretchen Glenn		Started On: 11/06/2023 10:57 AM
Final Approval Date: 11/15/2023		

Quote	
Date	10/13/2023
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Williamson Co EMS (TX)
Attn Accounts Payable
P.O. Box 873
Georgetown TX 78627

Ship To:

Williamson Co EMS (TX)
3189 SE Inner Loop
Attn: Cmdr Tydings
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
UNIFORMS 2023	006055	BF			0/0/0000	2,821,416

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	ELB-K5104-L	Elbeco UFX Uniform Polo Dark Navy Large GT: Dept RT sleeve, DOH LT sleeve Badge LT chest *Specify Badge & insignia* if needed	EA	$57.33	$57.33
1	FT-112509-729-M	First Tactical Performance Polo S/S, Midnight N GT: Small Dept patch LT chest **Optional**GT EMB: Name RT chest	EA	$42.49	$42.49
1	FT-122509-729-M	First Tactical Wmns Performance Polo S/S, Mic GT: Small Dept patch LT chest **Optional**GT EMB: Name RT chest	EA	$42.49	$42.49
1	GT-EMBROIDERY	GT Custom Embroidery - Specify 3/8" White Line 1: FI. LAST NAME Line 2: Rank *****NEEDS TO BE PAID OUT OF POCKET**	EA	$12.50	$12.50
1	FECH-92R7886Z-L	Fechheimer: Power Stretch Shirt Navy SS, Poly GT: Dept RT sleeve, DOH LT sleeve *Specify insignia* if needed	EA	$64.05	$64.05
1	FECH-42W7886Z-17.5X	Fechheimer Size 17.5x35 Stretch Side Panel Sl GT: Dept RT sleeve, DOH LT sleeve *Specify insignia* if needed	EA	$68.10	$68.10
1	FECH-42W7800Z-17.5X	Fech:sz17.5X35 Stretch Side Panel Shirt White GT: Dept RT sleeve, DOH LT sleeve *Specify insignia* if needed	EA	$68.10	$68.10
1	HP-8016B	Hero's Pride Paramedic Patch Large	EA	$2.95	$2.95
1	HP-8015	Hero's Pride-Licensed Paramedic Patch-Large	EA	$2.95	$2.95

Quote	
Date	10/13/2023
Page:	2

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Williamson Co EMS (TX)
Attn Accounts Payable
P.O. Box 873
Georgetown TX 78627

Ship To:

Williamson Co EMS (TX)
3189 SE Inner Loop
Attn: Cmdr Tydings
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
UNIFORMS 2023	006055	BF		NET 15	0/0/0000	2,821,416

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	HP-8017C	Hero's Pride TX EMT Advanced Patch, Large	EA	$2.95	$2.95
1	HP-8018	Hero's Pride TX EMT Patch Basic Large	EA	$2.95	$2.95
1	FECH-47280-86-36	Fechheimer Size 36 Serge Mns Pant Poly Woo	EA	$106.50	$106.50
		GT: Hem TBD			
1	FECH-V47680-86-36	Fechheimer Size 36 Mens Pant w/Vertx Pocket	EA	$132.00	$132.00
		GT: Hem TBD			
1	SB-90010-61	Samuel Broome-18"Tie-Buttonholes-Navy	EA	$7.00	$7.00
1	SB-90051-61	Samuel Broome-Ladies Tie-Buttonholes-Navy	EA	$7.00	$7.00
1	SB-90043-61	Samuel Broome-20"Tie-Buttonholes-Navy	EA	$7.00	$7.00
1	SB-90063-61	Samuel Broome-X Long Tie-Buttonholes-Dk. Na	EA	$7.00	$7.00
1	FT-124013-729-2R	Women's V2 EMS Pant, Midnight Navy Size 2R	EA	$66.29	$66.29
1	FT-114013-729-32-34	Men's V2 EMS Pant, Midnight Navy, 32x34	Each	$66.29	$66.29
1	511-64360-724-12	511 Women's Taclite Pro Pant Dark Navy Size	PR	$44.10	$44.10
1	511-74273-724-36-32	511 Taclite Pro Pants Dark Navy W-36 L-32	PR	$44.10	$44.10
1	511-74273L-724-46	511Taclite Pro Pants 46 Unhemmed Dark Navy	PR	$50.40	$50.40
		GT: Hem TBD			
1	511-64386-724-10R	511 Wmn Stryke Pant w/Flex-Tac Dk Navy Sz 1	EA	$60.90	$60.90
1	511-74369-724-36-32	511 Flex Tac Stryke Pant Navy Sz 36/32	EA	$60.90	$60.90
1	511-74369L-724-46	5.11 Men Stryke Pant, Dark Navy, Size 46	EA	$70.00	$70.00

Quote	
Date	10/13/2023
Page:	3

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Williamson Co EMS (TX)
Attn Accounts Payable
P.O. Box 873
Georgetown TX 78627

Ship To:

Williamson Co EMS (TX)
3189 SE Inner Loop
Attn: Cmdr Tydings
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
UNIFORMS 2023	006055	BF		NET 15	0/0/0000	2,821,416

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
		GT: Hem TBD			
1	511-74434-724-36-30	5.11 Apex Pant, Dark Navy, 36x30	EA	$66.50	$66.50
1	511-64446-724-4L	WOMEN'S APEX DK NAVY 4L	EA	$66.50	$66.50
1	GOW-70RXL-LR	Gow Eclipse Jacket Lime/Navy Size Lg-Reg	EA	$281.40	$281.40
		GOW: Add WCEMS on back of outer shell ON			
		GT: Dept RT sleeve, DOH LT sleeve			
		Badge patch LT chest			
		**Specify badge*			
1	GOW-PRINT-WCEMS	Gerber Outerwear-Custom Print WCEMS	EA	$22.50	$22.50
		3" Reflective Silver			
		To Read:			
		WCEMS			
1	GOW-70ZL-L/XL-BEMS	GOW Hi Vis Sfty vest w/ 4" Black EMS L/XL	EA	$50.40	$50.40
1	DM-1611-38	Garrison Belt Plain Black/Nickel Sz 38	EA	$22.95	$22.95
1	DM-1611B-38	Duty Man Belt Plain Black/Brass Size 38	EA	$22.95	$22.95
1	DM-1611-46	Garrison Belt Plain Black/Nickel Sz 46	EA	$25.35	$25.35
1	DM-1611-54	Duty Man Belt Plain Black/Nickel Size 54	EA	$27.95	$27.95
1	BI-17381	Bianchi #7200 Nylon Sam Brown Belt M	EA	$40.00	$40.00
1	BI-18521	Bianchi #7314S Accumold Univ Radio Holder	EA	$35.00	$35.00
1	511-12391-019-10.5	ATAC 2.0 8" Side Zips Boots sz 10.5 Reg	PR	$91.00	$91.00
1	511-12403-019-7	WOMEN'S A.T.A.C.® 2.0 8" Size 7	PR	$91.00	$91.00

Quote	
Date	10/13/2023
Page:	4

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Williamson Co EMS (TX)
Attn Accounts Payable
P.O. Box 873
Georgetown TX 78627

Ship To:

Williamson Co EMS (TX)
3189 SE Inner Loop
Attn: Cmdr Tydings
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
UNIFORMS 2023	006055	BF		NET 15	0/0/0000	2,821,416

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	511-12394-019-11	A.T.A.C. 2.0 6" Side Zip Boots sz 11 Reg	PR	$87.50	$87.50
1	511-12404-019-8	511 Womens ATAC 2.0 6" Side-Zip Boot Black	EA	$87.50	$87.50
1	511-12416-019-11.5	5.11 ATAC 2.0 SHIELD BOOT BLACK size 11.5	PR	$122.50	$122.50
1	CON-RB086-6	Reebok Women's Sublite Cushion 6", Black, 6	EA	$106.24	$106.24
1	CON-RB8605-11	Reebok Sublite Cushion Tactical 6", Black, Size	EA	$106.24	$106.24
1	511-12394-019-10	A.T.A.C. 2.0 6" Side Zip Boots sz 10	PR	$87.50	$87.50
1	511-12405-019-6	WOMEN'S A.T.A.C.® 2.0 Size 6	EA	$87.50	$87.50
1	BATES-1140-6	Bates Women's Rush Mid, Black, Size 6	EA	$93.45	$93.45
1	BATES-1040-11	Bates Rush Mid Black Size 11	PR	$94.95	$94.95
1	DAN-21210-10	Danner Acadia Boots - 10 Reg	PR	$365.45	$365.45
1	PRE-P2853	Premier: Silver FTO Insignia (2 Blk stripes on s	EA	$7.65	$7.65
1	PRE-P2855	Premier:Silver FTO Insignia (3 Blk stripes on si	EA	$7.65	$7.65
1	BL-A1973G	Blackinton Lieutenant Bar Gold	EA	$21.08	$21.08
1	BL-A982-3G	VHB-Small Major Leaves-Gold-Clutch Back	EA	$16.00	$16.00
1	BL-A5697G	VHB 3/4" Smooth Gold Star	EA	$16.00	$16.00
1	BL-A4888G-2	VHB-Star Insigina-5/8 Inch-Gold-2	EA	$16.00	$16.00
1	BL-A4888G-3	VHB-3-5/8" Stars-3 on Bar-Gold	EA	$17.00	$17.00

Quote	
Date	10/13/2023
Page:	5

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Williamson Co EMS (TX)
Attn Accounts Payable
P.O. Box 873
Georgetown TX 78627

Ship To:

Williamson Co EMS (TX)
3189 SE Inner Loop
Attn: Cmdr Tydings
Georgetown TX 78626

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
UNIFORMS 2023	006055	BF		NET 15	0/0/0000	2,821,416

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain Patch removal	EA	$1.50	$1.50
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain Patch sew	EA	$3.00	$3.00
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain Patch sew jacket	EA	$3.00	$3.00
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain Leg taper ***NOT AVAIL ON 5.11***	EA	$18.00	$18.00
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain GT: Waist/crotch taper ***NOT AVAIL ON 5.11***	EA	$18.00	$18.00
1	GT-ALTERATION	Alterations done by GT Seamstress-Explain Short sleeves/ tails ***NOT AVAIL ON POLOS***	EA	$13.00	$13.00
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com	EA	$0.00	$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Thank You for Your Business! Karen Villa

Subtotal	$3,336.55
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$3,336.55

Meeting Date: 11/21/2023

Approval of Purchase of Stryker PowerPro XT MTS Ambulance Cots, PowerLoad MTS Cot Fasteners for EMS Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase #202475 for Stryker Equipment and accompanying maintenance agreement from Stryker Medical in the amount of $440,991.40 and exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(7)(D) [Captive Replacement Parts or Components of Equipment] and authorizing the execution of this agreement.

Background

Williamson County EMS seeks to purchase Stryker Equipment to be installed into newly purchased ambulances and make them compatible and interchangeable with existing hardware as well as uniform with current ambulances. The cot fastener system helps boost safety by supporting the cot throughout loading and unloading. The quote also includes the trade-in of two (2) Stryker Power Cots towards the Purchase of PowerPro XT, which is allowed pursuant to Texas Local Government Code 263.152 (a)(2), offer the property as trade in for new property of the same general type if the commissioners court considers the action to be in the best interest of the county. Only one stretcher (Serial# 160140278) will be traded in at this time. The accompanying maintenance agreement covers all repairs, parts, and annual preventative maintenance for proposed equipment for a total of seven (7) years. Funding source is 01.0100.0540.005000 and the point of contact is Mike Knipstein. Stryker is a publicly traded company; no TX Ethics Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Stryker Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 02:34 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 02:37 PM
Form Started By: Johnny Grimaldo		Started On: 11/08/2023 01:10 PM
Final Approval Date: 11/15/2023		

stryker

Williamson County EMS FY 24 - PPXT(3), Power-LOAD (8), Stair-PRO (1), LP1000 (2) - 8.30.23

Quote Number: [redacted]

Version: 1

Prepared For: WILLIAMSON COUNTY EMS

Attn:

Quote Date: 08/30/2023

Expiration Date: 11/25/2023

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: Lindsey Herman

Email: lindsey.herman@stryker.com

Phone Number:

Mobile: [redacted]

Service Rep:

Email:

Delivery Address		End User - Shipping		Bill To Account	
Name:	WILLIAMSON COUNTY EMS	Name:	WILLIAMSON COUNTY EMS	Name:	WILLIAMSON COUNTY EMS
Account #:	[redacted]	Account #:	[redacted]	Account #:	[redacted]
Address:	3189 SE INNER LOOP	Address:	3189 SE INNER LOOP	Address:	3189 SE INNER LOOP
	GEORGETOWN		GEORGETOWN		GEORGETOWN
	Texas 78626-6388		Texas 78626-6388		Texas 78626-6388

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	650605550003	Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock	PCE	3	$28,008.59	$84,025.77
2.0	6252000000	Stair-PRO Model 6252	PCE	1	$4,141.20	$4,141.20
2.1	6252009001	Stair-Pro Operations Manual	PCE		$0.00	$0.00
2.2	6250001162	In-Service Video (DVD)	PCE		$0.00	$0.00
2.3	6252026000	Common Components	PCE		$0.00	$0.00
2.4	6250021000	2 Piece ABS Panel Seat	PCE		$0.00	$0.00
2.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)	PCE		$0.00	$0.00
2.6	6252023000	Extended Main Frame Assembly	PCE		$0.00	$0.00
2.7	6250025000	Extended Length Lower LiftHandles	PCE		$353.22	$353.22
2.8	6252029000	Extended Handle Foot Rest Opti	PCE		$344.52	$344.52
2.9	6252040000	Removable Head Support	PCE		$93.09	$93.09
2.10	6252024000	No IV Clip Option	PCE		$0.00	$0.00
3.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	PCE	8	$28,300.60	$226,404.80
4.0	99425-000025	LIFEPAK 1000 ECG Display w/Carry Case. Incl at N/C: Battery 11141-000156, Carry Case Strap 11425-000012, 2 pr/unit QC REDI-PAK Electrodes 11996-000017, 3 Wire Monitor Cable 11111-000016, Acc Pouch 11111-000016	PCE	2	$3,765.68	$7,531.36

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

Williamson County EMS FY 24 - PPXT(3), Power-LOAD (8), Stair-PRO (1), LP1000 (2) - 8.30.23

Quote Number: [redacted]

Version: 1

Prepared For: WILLIAMSON COUNTY EMS

Attn:

Quote Date: 08/30/2023

Expiration Date: 11/25/2023

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: Lindsey Herman

Email: lindsey.herman@stryker.com

Phone Number:

Mobile: [redacted]

Service Rep:

Email:

#	Product	Description	U/M	Qty	Sell Price	Total
5.0	41425-000045	LP1000,SHIPKIT,ELECTRODE	PCE	2	$0.00	$0.00
6.0	41425-000034	Ship Kit - Literature, LP1000, W RCHG, English	PCE	2	$0.00	$0.00
7.0	11425-000012	LIFEPAK 1000 Soft Shell Carrying Case Shoulder Strap	PCE	2	$0.00	$0.00
8.0	11101-000017	Infant/Child Reduced Energy Defibrillation Electrode Starter Kit	PCE	2	$0.00	$0.00
9.0	11141-000156	LP1000 Non-Rechargeable LiMnO2 Battery Replacement Kit	PCE	2	$0.00	$0.00
10.0	26500-003457	INSTRUCTIONS,OPER,W RCHGBTY,LP1000,ENGLISH	PCE	2	$0.00	$0.00
					Equipment Total:	$322,893.96

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PPXT	TRADE-IN-STRYKER POWER COT TOWARDS PURCHASE OF POWERPRO XT	2	-$2,500.00	-$5,000.00

ProCare Products:

#	Product	Description	Qty	S ll Price	Total
12.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-F ELD-REPA R *08/25/2023 - 08/24/2028* √Preventative Maintenance √Batteries Service	2	$2,061.12	$4,122.24
13.1	POWERPRO-PROCARE	Power Pro 2 for Power-PRO XT MTS High: Dual wheel lock, x-restraint package, retractable head section 02 bottle holder, 3-stage IV pole PR, equipment hook, H/E storage flat, XPS side rail, XPS mattress, Knee-Gatch, Dual compatibility, backrest storage pouch, steer-lock *08/30/2023 - 08/29/2028* √Parts, Labor, Travel √Preventative Maintenance √Batteries Service √null	3	$7,263.00	$21,789.00
14.1	STR-CHAIR-PROCARE	Stair-Pro for Stair-PRO Model 6252 *08/30/2023 - 08/29/2029* √Parts, Labor, Travel √Preventative Maintenance	1	$1,566.00	$1,566.00

stryker

Williamson County EMS FY 24 - PPXT(3), Power-LOAD (8), Stair-PRO (1), LP1000 (2) - 8.30.23

Quote Number: [redacted]

Version: 1

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#	Product	Description	Qty	Sell Price	Total
15.1	POWERLOAD-PROCARE	Power Load for MTS PWLD EXCLUDES FLOOR PLATE *08/30/2023 - 08/29/2029* √Parts, Labor, Travel √Preventative Maintenance √Batteries Service	8	$11,448.00	$91,584.00

ProCare Total: $119,061.24

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$4,036.20
Grand Total:	$440,991.40

Prices: In effect for 30 days

STANDARD TERMS OF SALE (US) and ProCare TERMS & CONDITIONS

CUSTOMER: WILLIAMSON COUNTY (TX) (November 2023)

1. **General**. All sales of Products distributed by Stryker in the United States are subject to the following terms and conditions. In these "**Standard Terms of Sale**", "**Stryker**" means Stryker Corporation and any of its affiliates providing Products to Customer, goods and services sold by Stryker are referred to as "**Products**", and the purchaser of the Products is referred to as the "**Customer.**" Stryker and Customer are herein collectively referred to as "**Parties**".

2. **Price and Taxes.**
   2.1. Prices shown on Stryker invoices are net of discounts provided at the time of purchase and Products listed on an invoice may be subject to additional rebates or discounts, for which separate documentation is provided by Stryker. Customer must: (i) claim the value of all rebates or discounts in Customer's fiscal year earned or the immediately following fiscal year; (ii) properly report and appropriately reflect and allocate prices paid net of all discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third party payors as required by law or contract; and (iii) provide agents of the U.S. or a state agency with access to all information from Stryker concerning discounts and rebates upon request.
   2.2. Stryker's price does not include sales, use, value added, franchise, gross receipts, profits, excise, privilege, occupation, personal property, withholding and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated (collectively, "**Taxes**"). Customer will be liable for all Taxes, whether or not Stryker invoices Customer for such Taxes (unless Customer will provide Stryker at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or customs authorities).
   2.3. The County 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 hereof are being secured for use by County. Exemption certificates will be provided to contractors and suppliers upon request.

3. **Payment Terms**. Unless otherwise provided on Stryker's invoice, invoices must be paid in full by Customer (30 days after the date of Stryker's invoice. Any amount not paid on time will be subject to a late fee of 1.5% per month prorated (18% per annum), or the maximum interest rate allowable by law, whichever is the highest. Stryker, in its sole discretion, reserves the right to change terms of payment and/or discontinue further shipments or suspend services, without prejudice to any other lawful remedy, in the event that: (i) the sale would cause to be exceeded any credit limit that Stryker will have extended to Customer under Section 4 below; (ii) if at any time Stryker determines that Customer's financial condition or credit rating does not justify a sale on credit; or (iii) Customer is at any time in default in any indebtedness or obligation that Customer owes to Stryker. Stryker may require advance payment or may ship C.O.D. Payment must be made to Stryker at the location designated in Stryker's invoice. Customer must notify Stryker in writing of any disputed invoice within 15 days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within 15 days of its receipt, such invoice will be deemed to have been approved and accepted by Customer.

4. **Credit Policies**. Based upon Customer's financial position and payment history, Stryker may, in Stryker's sole discretion, assign Customer a credit limit. Customer's total pending orders and outstanding accounts payable to Stryker must remain within the amount of the credit limit. Stryker may at any time, in Stryker's sole discretion, modify or discontinue Customer's credit limit or modify Stryker's credit terms and other credit policies. Neither this paragraph nor any other provision of these Standard Terms of Sale makes Customer a dealer or distributor of Stryker or obligates Stryker to sell any Products to Customer.

5. **Delivery, Title and Risk of Loss**. Unless otherwise provided on an invoice, or except for Products purchased on a consignment basis, all Products purchased directly from Stryker will be shipped F.O.B Origin, freight, insurance and handling prepaid and added to the invoice. Title and risk of loss transfer to Customer upon Stryker's delivery of the Products to a common carrier. Shipping and delivery dates are estimates only, and time is not of the essence. Stryker may ship all the Products at one time or in portions. Stryker will have the right to determine the method of shipment and routing of the Products, unless Stryker agrees otherwise in writing. All Products will be shipped to the address indicated in the "ship to" portion of Customer's purchase order. Stryker reserves the right to refuse to ship the Products to third parties.

6. **Consignment and Loaned Instrumentation.** To the extent Products are consigned or loaned to Customer, the additional terms and conditions set forth in in **Appendix 1** hereto will apply. **Appendix 1 Not Applicable**

7. **Stryker Communications Products**. To the extent Products purchased by Customer include equipment and installation services provided by Stryker's Communications division, the additional terms and conditions set forth in in **Appendix 2** hereto will apply. **Appendix 2 Not Applicable.**

8. **Trade-in Equipment**. Any trade-in discount reflected on an invoice is an additional discount given by Stryker as a result of trade-in equipment remitted to Stryker by Customer at Customer's request. Customer transfers and delivers unto Stryker all of Customer's rights, title and interest in and to such trade-in equipment and all trade-in equipment must be shipped to the address designated by Stryker within the time period agreed to by the Parties. All trade-in equipment must be appropriately packaged, consistent with Stryker's instructions or if such instructions have not been provided, with good commercial practice. Customer assumes responsibility for shipment of trade-in equipment to Stryker and for risk of loss or damage during shipment. Trade-in equipment must be accompanied by a copy of

the purchase order or the trade-in order number. Failure to return trade-in equipment in accordance with these instructions may result in forfeiture of the trade-in discount, for which Stryker will bill Customer, to be paid by Customer in accordance with Section 3.

9. Product Training. Stryker may provide technical training, including both initial training for new users and supplemental training for existing users, as needed to promote the safe and effective use of its Products sold to Customer. Such technical training will be provided for any health care practitioner who uses or intends to use the Product and is employed by, or is on the active medical staff of, Customer. If Stryker provides the technical training to a health care professional, it may pay for or reimburse the reasonable expenses, including meals, lodging and transportation, actually incurred by eligible recipients in connection with the technical training provided under this paragraph. Such training is not deemed a condition precedent to sale of the Products or Customer's acceptance thereof.

10. Warranties, Return Policies and Maintenance.

10.1. In addition to Stryker's current standard Product warranties, if applicable, Stryker warrants that: (i) it has good title to Products shipped directly to Customer, free of all liens, claims and encumbrances; and (ii) the Products, at the time of sale, meet applicable FDA clearance or approval (as applicable) necessary for commercial sale. Notwithstanding the foregoing clause (i), Customer agrees that Stryker will retain a purchase money security interest in the Products, and to any proceeds from the disposition of such Products, until the purchase price and other charges due Stryker have been paid in full. Upon any default by Customer hereunder, Stryker will have any and all rights and remedies of secured party under the Uniform Commercial Code which right will be cumulative.

10.2. THE EXPRESS WARRANTIES SET FORTH IN SECTION 10.1 AND STRYKER'S STANDARD PRODUCT WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS SOLD TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRIGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

10.3. Products returned by Customer for credit, replacement and/or repair will be in accordance Stryker's applicable return policy.

10.4. Stryker's standard Product warranties and return policies can be found at **www.stryker.com/returnpolicy**. Stryker's Product warranties apply only to (i) the original end-user purchaser of Products directly from Stryker or its authorized distributors and (ii) Products manufactured by Stryker. Unless otherwise agreed to in writing by Stryker, non-Stryker Products are sold "as-is" with no warranty of any kind, express or implied.

10.5. In addition to Stryker's standard Product warranties, service plans for repairs and maintenance may be purchased at any time for a number of Stryker's capital equipment Products. These special service plans cover repair and/or maintenance that the designated piece of equipment may require during the term of the service plan contract. Specific service plan details are available through your local Stryker sales representative. **Stryker's service plan terms and conditions are set forth in Appendix 3 hereto**.

10.6. Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Agreement. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Content incorporated within the Stryker Data. "Stryker Data" means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aide Stryker in optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.

11. Software License. **Intentionally Omitted.**

12. Indemnity.

12.1. Stryker agrees to indemnify Customer for third party liability ("Claims") that Customer is adjudicated to have directly as a result of: (i) a defect in workmanship or materials of the Products that are manufactured by Stryker; or (ii) a defect in the reprocessing services, for any Products that are subject to Stryker's reprocessing services. This indemnification does not apply to Claims arising from: (a) the negligence of any person other than an employee or agent of Stryker; (b) the failure of any person other than an employee or agent of Stryker to follow any labeling, manuals and/or instructions for use of the Products; (c) the use of any product (or any accessories) not purchased from Stryker; (d) abnormal wear and tear or damage caused by misuse or by Customer's failure to perform normal and routine maintenance as set out in the maintenance manual and/or operating instructions provided with Products, or as demonstrated by an authorized Stryker representative; or (e) Product that has been modified, altered, or repaired by any person other than an employee or agent of Stryker. The rights and obligations relating to indemnification for any Claims relating to a Product are expressly defined only by these Standard Terms of Sale. Neither Stryker nor Customer have any rights or obligations to a defense against any Claim relating to the Products.

12.2. Stryker's indemnification obligations under this Section 12 are conditioned on Customer promptly providing Stryker with (i) timely written notice of any Claim for which indemnification is sought; (ii) reasonable assistance and all available non-proprietary information reasonably required in the defense or settlement of any Claim; and (iii) sole control over the defense against any Claim and the settlement of any Claim; provided, however, that Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent

(which will not be unreasonably withheld).

13. **Insurance**.
    13.1. Stryker will maintain general liability insurance, including coverage for Products and completed operations, auto liability insurance and workers' compensation and employer's liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Stryker that might arise out of sales of Products by Stryker hereunder. To the extent permitted by applicable laws and regulations, Stryker has the right to comply with this requirement through a program of self-insurance. When requested by Customer in writing, Stryker will furnish an insurance certificate or other documentation evidencing the insurance or self-insurance coverage required above.
    13.2. Subject to the liability and damage limitations of the Texas Tort Claims Act, Customer will maintain appropriate types of liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Customer that might arise out of purchases of Products by Customer hereunder, including liability arising out of Customer's indemnity obligations set forth in Section 12 above. When requested by Stryker in writing, Customer will provide a certificate of insurance evidencing such coverage or proof of financial stability in order to self-insure. The County has chosen to self-insure rather than to obtain insurance coverage for its residual liability. The full faith and credit of Williamson County, therefore, stands behind any lawful claims against it, its officials, employees, or agents.

14. **Limitation of Liability**. STRYKER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THESE STANDARD TERMS OF SALE (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) WILL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS MINUS DEPRECIATION OR IN THE CASE OF SERVICES, SERVICE FEES PAID BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. NEITHER PARTY WILL BE ENTITLED TO, NOR WILL BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS OR REVENUE OR BUSINESS INTERRUPTION.

15. **Confidentiality. T**he County will maintain Stryker's confidentiality to the extent allowed by law, but the 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.

16. **Default**. In the event of Customer's default in payment for the Products purchased hereunder, Customer will be responsible for all reasonable costs and expenses (including reasonable attorney's fees) incurred by Stryker in collection of any sums owing by Customer, and Stryker will not be obligated to make any further deliveries to Customer. Should Customer elect to cancel its order, in whole or in part, Customer will be liable to Stryker for any non-refundable deposits and reasonable cancellation charges that will include, but not be limited to, all costs and expenses incurred by Stryker in connection with procuring and filling Customer's purchase order.

17. **Unavoidable Delay.** If Stryker is not able to finish and deliver the Products to Customer on time because of anything that Stryker cannot control (such as act of God, casualty, labor trouble, accidents or unavailability of supplies or transportation), then the estimated delivery time will be extended accordingly, and Stryker will not be liable to Customer for any damages that the delay causes.

18. **Compliance with Law; Not For Resale or Export.** Customer represents and warrants that it: (i) will comply with all applicable laws and regulations of the various states and of the United States in the use of the Products; and (ii) is buying Product(s) for its internal use only, and not for resale or export.

19. **Miscellaneous**. These Standard Terms of Sale constitute the entire agreement between the Parties with respect to the purchase of Products, and any modification or amendments must be in writing and signed by both Parties. The Agreement and these Standard Terms of Sale are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby rejected by Stryker and will not be binding in any way on Stryker. Neither Party will transfer or assign any or all of its rights or interests, or delegate any of its obligations, hereunder, without the prior written consent of the other Party (which consent will not be unreasonably withheld); provided, however, Stryker may assign its rights or interests, or delegate its obligations, in whole or in part, to any of its affiliates without the prior consent of Customer. The Standard Terms of Sale and the Agreement will be binding upon, will inure to the benefit of, and be enforceable by permitted successors and assigns of the Parties. The rights and remedies conferred under the Agreement and under these Standard Terms of Sale apply only to Stryker and Customer, and will not be construed to inure to the benefit of or provide any right of action to any other person, including without limitation any patient or third-party payor. In the event that any provision of these Standard Terms of Sale is determined to be unenforceable or invalid, such provision will nonetheless be enforced to the fullest extent permitted by applicable law, and such determination will not affect the validity and enforceability of any other remaining provisions. These Standard Terms of Sale will be governed by and construed in accordance with the laws of the State of Texas as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.

20. **Professional Services**. Stryker may provide professional services to Customer, including, but not limited to, consulting, advisory, program development and implementation and data analytics services. Such services are only provided to Customer, and governed by, separate services contracts entered into by Stryker and Customer and are not subject to these Standard Terms of Sale.

APPENDIX 1 - Intentionally Omitted.

APPENDIX 2 - Intentionally Omitted.

APPENDIX 3 - PROCARE℠ SERVICES – TERMS AND CONDITIONS
CUSTOMER: WILLIAMSON COUNTY (TX) (October 2023)

The terms of this Appendix 3 will apply to Customer's purchase of Services under a Stryker Service Plan (as defined Section 1 below). In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 3, relative to a Service Plan, this Appendix 3 will govern.

1. **Service Plan Coverage.** Stryker will perform the repair and maintenance services (collectively, the "**Services**") more particularly described in each service plan (the "**Service Plan**") if entered into by and between Stryker and Customer. The Services will cover the capital equipment (if applicable) identified in the Service Plan (collectively, the "**Equipment**").

2. **Service Plan Terms and Conditions.** In addition to each Service Plan's coverage terms and conditions, the Services will be subject to the PROCARE℠ Services Terms and Conditions set forth below.

3. **Term and Termination.**
   - 3.1. Term. The Term of each Service Plan (the "**Term**") will continue so long as Services are being provided under a Service Plan. Notwithstanding the foregoing, Stryker may change the amounts due as noticed thirty (30) days prior to any renewal.
   - 3.2. Termination for Cause. Either Party may terminate a Service Plan upon written notice to the other Party in the event the other Party breaches the Service Plan and fails to cure the breach within thirty (30) days after receipt of written notice thereof. In the event of such termination, Customer will be entitled to receive from Stryker a refund of all amounts prepaid by Customer under a Service Plan for Services that have not yet been provided by Stryker at the time of such termination, and Stryker will be entitled to receive from Customer payment for all Services that have been provided by Stryker prior to such termination.
   - 3.3. Termination for Convenience. Either Party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other. If Customer has made advance payments, Stryker will provide prorated refund to the Customer for the remaining balance of the term, and any Equipment in Stryker's possession will be promptly returned to Customer.
   - 3.4. Survival of Certain Provisions. The provisions of Term and Termination, Confidentiality, Non Solicitation and Non Hire, Limitations of Liability, Changes, and Assignment will survive the expiration or termination of this Agreement and will be binding to the respective successors, assigns, subsidiaries or affiliates of the Parties.

4. **Product Maintenance.** The Service Plan is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.

5. **Warranty; Limitations of Warranty and Liability.** During the Term, Stryker warrants, with the exception of software maintenance services which, if applicable, will be as specified in the Service Plan, the following:
   - 5.1. Stryker has the experience, capability and resources to perform under the Service Plan, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
   - 5.2. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
   - 5.3. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
   - 5.4. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
   - 5.5. Stryker will maintain the Equipment in good working condition. Equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Term. When Equipment or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property.
   - 5.6. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT

NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.

6. Limitations and Exclusions from Service Plan. Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker ProCare employees will not provide surgical or medical advice, will not practice surgery or medicine, will not be involved in any manner which may be construed as practicing surgery or medicine, will not come in contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients for such presence during surgery.

Notwithstanding any other provision set forth herein, the Service Plan does not cover the following, as determined by Stryker in its sole discretion:(i) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (ii) accidents, catastrophe, fire, flood or act(s) of God; (iii) damage resulting from faulty maintenance, improper storage, repair, handling or use, damage and/or alteration by non-Stryker authorized personnel; (iv) service necessary due to the failure of the Customer or anyone under its control to comply with written instructions or recommendations; (v) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (vi) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (vii) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (viii) service to the Equipment if the Equipment or the Equipment site is contaminated with blood or other potentially infectious substances; or (ix) equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate a Service Plan and any complimentary loaner programs thereunder if Equipment is used with accessories not manufactured by Stryker. If, at any time, upon inspection of the Equipment in service, Stryker deems any single unit of Equipment to be unserviceable, a record and report of such will be made, and provided to the Customer in writing on the date of service.

7. Indemnification.

7.1. Stryker will indemnify and defend Customer against any third party liability and/or damages ("**Claims**") that Customer may incur directly as a result of bodily injury (including death) or property damage arising solely from the gross negligence, willful misconduct or omissions of Stryker or its employees agents, or contractors in the course of providing Services. The foregoing indemnification will not apply to any Claims arising from: (i) an injury or damage due to the negligence of any person other than a Stryker employee or agent; (ii) the failure of any person other than a Stryker employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker; (iv) abnormal wear and tear or damage caused by misuse or by Customer's failure to perform normal and routine maintenance as set out in the maintenance manual and/or operating instructions provided with the Equipment, or as demonstrated by an authorized Stryker representative; or (v) any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent.

7.2. Stryker's indemnification obligations under this Section 7 are conditioned on Customer promptly providing Stryker with (i) timely written notice of any Claim for which indemnification is sought; (ii) reasonable assistance and all available non-proprietary information reasonably required in the defense or settlement of any Claim; and (iii) sole control over the defense against any Claim and the settlement of any Claim; provided, however, that Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

8. Confidentiality.

8.1. Customer must remove or secure any "Protected Health Information" ("**PHI**") as defined in the Health Insurance Portability and Accountability Act of 1996 from Equipment prior to Stryker performing Services. Although Stryker will make reasonably commercial efforts to secure any PHI encountered, Stryker is not responsible for the security thereof.

8.2. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of the Agreement, will be treated by both Parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and will not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

8.3. The County will maintain Stryker's confidentiality to the extent allowed by law, but the 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.

9. Non-Solicitation and Non-Hire. Customer agrees that, during the Term and for a period of one (1) year following the termination or expiration of a Service Plan, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing. Nothing herein will prohibit Customer from hiring employees of Stryker who respond to a general employment

solicitation such as a newspaper advertisement.

Background Check. Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a background check as part of Stryker's hiring practice and/or as required by Customer's vendor credentialing program. The background check consists of the following:

- Criminal background check
- National sex offender registry check
- Education verification
- Employment history
- SSN verification
- Driving record
- Government sanction/watch lists

During the Term, a Customer may request a conference with Stryker at any reasonable time regarding the performance, behavior or expectations of any Stryker service personnel who are assigned to Customer's facility. Any Stryker service personnel who willingly and knowingly violates Customer's rules, regulations, procedures, or polices may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

10. **Changes.** At any time during the Term, and upon each Party's written consent, additional Services or Equipment may be added or deleted from a plan. Such changes will be governed by the terms and conditions of the Service Plan. Stryker may modify the applicable Service Plan to reflect adjustments to charges attributable to plan changes.

11. **Parts and Subcontracting.** Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services.

12. **Independent Contractor.** The Parties are independent contractors with respect to one another. However, to the extent Stryker, Stryker personnel or subcontractors come to Customer's property, to the extent applicable, they will follow Customer's written and posted work place policies.

Authorized Customer Signer (Printed)	Jennifer N. Collins Stryker Authorized Signature (Printed)
Authorized Customer Signature Date	Jennifer N. Collins 11/6/23 Stryker Authorized Signature Date
Purchase Order Number	

Commissioners Court - Regular Session **70.**

Meeting Date: 11/21/2023

Approval of Amendment for Additional Touchpads and Licenses from Tenex Software Solutions, Inc. for the Elections Department

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 approving Amendment #202450 between Williamson County and Tenex Software Solutions, Inc. for the amount of $153,900.00, and authorizing the execution of the Amendment.

Background

Election Force software from Tenex Software Solutions, Inc. was exempted in Commissioners Court on 6.27.2023, under item #30, established by Section 262.024.(a)(7)(D) [Captive Replacement Parts and Components for Equipment] of the Texas Local Government Code Discretionary Exemptions. The approval of this Amendment will benefit the Williamson County Elections Department with the purchase of one hundred (100) additional touchpads, accessories and supporting software for use with current election equipment. The Exhibit B contains the details of the equipment being purchased which includes items 1, 2, 3, 4, 5, 8, 9, and 10 for a total of $153,900.00. Funding source is 01.0100.0492.004506 as per FY24 budget. The department point of contact is Judith Ritchie.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tenex Amendment to Addendum

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 02:08 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 02:36 PM
Form Started By: Misty Brooks		Started On: 11/09/2023 01:23 PM
Final Approval Date: 11/15/2023		

AMENDMENT TO ADDENDUM

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

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Vendor: Tenex Software Solutions, Inc.

Vendor's Mailing Address:

5021 W. Laurel Street
Tampa, Florida 33607

Agreement Subject to this Amendment:

The Williamson County Addendum for Goods and Services dated June 27, 2023, by and between Vendor and County (the "Agreement") attached hereto as Exhibit A.

Amendment of Agreement Amount:

Vendor and County (hereinafter collectively referred to as the "Parties) hereby agree to increase the Agreement amount to a total amount not to exceed One Hundred Ninety-Three Thousand Nine Hundred Dollars ($193,900.00).

Amendment to Incorporated Documents:

Parties hereby agree to include Vendor Quote dated October 3, 2023, attached hereto as Exhibit B, in the incorporated documents of the Agreement.

Amendment of Agreement Terms, Covenant, and Conditions:

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

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Amendment to be effective as of the date of the last parity's execution below.

VENDOR:

Tenex Software Solutions, Inc.

By: _____

Printed Name: Ravi Kallem

Representative Capacity: President

Date: October 24 _____, 2023

COUNTY:

Williamson County, Texas

By: _____

Bill Gravell, Jr.,
Williamson County Judge

Date: _____ _____, 20_____

Exhibit A

WILLIAMSON COUNTY ADDENDUM FOR GOODS AND SERVICES

(Tenex Software Solutions, Inc.)

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

THIS AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Tenex Software Solutions, Inc.** (hereinafter "Vendor"), both of which are referred to herein as the parties. The County agrees to engage Vendor as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement 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 Agreement include the following:

A. Vendor Quote dated May 17, 2023;
B. Vendor Sales Agreement;
C. Williamson County Agreement Addendum; and
D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control.

II.

Effective Date and Term: This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue for one (1) year ("Initial Term"), unless terminated earlier pursuant to this Agreement. At the end of the Initial Term, the parties shall have the option to renew this Agreement for three (3) additional one (1) year terms, with the terms and conditions remaining the same. The total period of the Agreement, including all terms, shall not exceed four (4) years.

Exercise of the renewal option is at the County's sole discretion and shall be conditioned, as a minimum, on the Vendor's performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to the Vendor of

its election to renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Agreement. The County and the Vendor agree that termination shall be the Vendor's sole remedy if the County chooses not to extend this Agreement for an additional one (1) year term.

III.

Consideration and Compensation: Vendor will be compensated based on a fixed sum as set out in the Vendor Quote dated May 17, 2023. The not-to-exceed amount under this Agreement is Forty Thousand Dollars ($40,000.00). If the County desires to exercise its renewal option, the amount of compensation to be paid shall be capped at Forty Thousand ($40,000.00) per renewal term. This Agreement is subject to the availability of funds. In the event funds are unavailable at the beginning of the County's fiscal year, the County may terminate this Contract without penalty or expense to the County. The County shall be the final authority as to the availability of funds and/or how funds will be allotted.

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 charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

IV.

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

V.

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INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES'

GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VI.

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

VII.

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

VIII.

Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. **In the event of termination, the County will only be liable for its pro rata share of services rendered and goods received.**

IX.

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

X.

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

XI.

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

XII.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Agreement.

XIII.

No Assignment: Vendor may not assign this Agreement without prior written consent.

XIV.

Confidentiality: Vendor expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

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

XVI.

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

XVII.

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

XVIII.

Media Releases: Vendor 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.

XIX.

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 Agreement on behalf of the County.

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

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell Jr. (Jun 27, 2023 15:13 CDT)
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: Jun 27, 2023 ____, 20____

VENDOR:

Tenex Software Solutions, Inc.
Name of Vendor

Ravi Kallem
Authorized Signature

Ravi Kallem
Printed Name

Date: June 6 ____, 2023

Tenex Software Solutions, Inc. Tenex Election Desk (TED) Contract

Tenex Software Solutions, Inc.

TENEX ELECTION DESK (TED) CONTRACT

This contract ("Agreement") is entered into on this ___ day of June, 2023 (the "Effective Date") by and between Tenex Software Solutions, Inc., a Florida corporation, having its principal place of business at 5021 W. Laurel St., Tampa, Florida 33607 ("Tenex" "Vendor" or "Company"), and Williamson County, Texas Elections Office ("Customer"), and governs the provision of the Tenex Election Desk (TED) Solution (the "Solution(s)" as defined herein) by Tenex to Customer, and the use of the System(s) (as defined below) by Customer, together with related services provided by Tenex to Customer, all in accordance with its terms. For convenience, Tenex and Customer are sometimes referred to in the Contract Documents as "Parties".

1.0 DEFINITIONS

The following definitions will apply:

a. **System.** "System" means the modules or products that make up the Tenex Election Desk (TED) system.
b. **Customer Data.** "Customer Data" means any of the customer's information, documents, or electronic files that are provided to Tenex.
c. **Service.** "Service" means Tenex's work product necessary for providing the Tenex Election Desk (TED) modules and election related support.
d. **Support.** "Support" means the ongoing services by Tenex to support & maintain the System as defined below.
e. **Solution(s).** "Solution(s)" means the Tenex Election Desk (TED) modules provided by Tenex, under the Agreement, inclusive of all software and services required to make the Tenex Election Desk (TED) System fully functional.
f. **Contract Documents.** "Contract Documents" means this Agreement, including all exhibits and attachments.
g. **Agreement.** "Agreement" shall mean this software purchase agreement document, including all exhibits and attachments hereto.
h. **Deliverables.** "Deliverables" shall mean any products furnished or services provided by or through Tenex under the Contract Documents.
i. **CAS.** "CAS" or "Custom Application Software" means custom software components of the Solution(s) developed by Tenex and required to fulfill the specifications in the Contract Documents including, but not limited to, parametric instructions, program source statements, and customization of standard software components. CAS does not include software developed by other or third parties ("TPS").
j. **TPS.** "TPS" means the software components of the Solution(s) other than CAS, including computer program, documentation, updates and related material. Software developed by entities other than Tenex.
k. **Software.** "Software" means a collection of computer programs, codes or data used to direct the operation of a computer or tablet device, including any documentation giving instructions on how to use them, including CAS and TPS.
m. **Acceptance.** "Acceptance" means written acceptance of Deliverables provided by Tenex under the Agreement following successful completion of acceptance testing of the Solution(s) by Customer. Payment, progress payments, or partial use of the Solution(s) by the Customer shall not constitute acceptance of Deliverables not furnished, implemented or operating in accordance with the requirements of the Contract Documents.
o. **Contract Price.** "Contract Price" means the maximum price to be paid by Customer for all Deliverables to be rendered by or through Tenex under the Agreement for all Deliverables, including a fully implemented and fully functioning Solution(s) as described in the Contract Documents, together with the cost of the Warranty Period following Acceptance.
p. **Purchased Product(s).** "Purchased Product(s)" means the complete Solution(s) being licensed to Customer by Tenex on a yearly basis.
q. **Warranty Period.** "Warranty Period" means the 12-month period after Acceptance of the Solution(s) by Customer during which period Tenex will correct any material deficiencies in the Solution(s) or Deliverables at Tenex's expense.
r. **Prime Time Hours.** "Prime Time Hours" means any time during the 30 days prior to election day, election day, and 21 days after election day.
s. **Major Downtime.** "Major Downtime" means problem(s) with Tenex Election Desk (TED) or its components which significantly interfere with the functionality or reliability of its operations or intended purpose.

2.0 DELIVERABLES & DEADLINES

Tenex Software Solutions, Inc. shall perform the Services and provide the software ("Software") to Customer, according to a Project Schedule to be outlined at the outset of the project. Tenex will implement the Election Force ("Solution(s)") for the Customer, overviewed below.

Election Force: Staffing and training for elections is indeed a daunting and labor-intensive task. Poll workers must be scheduled for training, scheduled for work, and paid accordingly. While most systems today provide some amount of functionality for managing poll workers, the management requirements do not end at poll workers; there is also the complexity of managing schedules for trainers, early voting staff, roving technicians, and temporary office-staff to name a few. Election Force is an integrated and innovative solution that is designed specifically for the staffing and scheduling requirements for election offices. It also includes a front facing portal that allows workers to apply for work, provide availability, schedule training, and more.

Any delays in Tenex's performance caused by Customer third parties shall not constitute a breach of this Agreement by Tenex. Any delays in Customer's performance caused by Tenex Software Solutions, Inc. or third parties shall not constitute a breach of this Agreement by Customer.

3.0 SOFTWARE LICENSE AND SERVICE AGREEMENT

3.1 Use Rights

During the term and subject to the terms of this Agreement, Tenex hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to permit Customer's users to use the Solution(s) and its components for Customer's business purposes.

3.2 License and Use Restrictions

Customer shall not, directly, indirectly, alone or with another party, (i) copy, disassemble, reverse engineer, or decompile the System or its Components; (ii) modify, create derivative works based upon, or translate the System or its components; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System In any form to any other party, (iv) describe, show, tell, or explain any feature or portion of features or capabilities to any party including other vendors of Customer nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. You acknowledge and agree that Tenex shall own all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the System and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Customer.

3.3 Customer Data

Customer owns all right, title, and interest in the Customer Data. Customer hereby grants to Tenex, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify, and display the Customer Data solely for the purposes of the Customer's use of the System. Tenex shall not use the Customer Data except to improve the System and as necessary to perform its obligations set forth in this Agreement.

3.4 Security

Customer is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its user's compliance with the terms of this Agreement. Tenex will act as though any electronic communications it receives under Customer's usernames have been sent by Customer. Customer will immediately notify Tenex if it becomes aware of any loss or theft or unauthorized use of any Customer's passwords or usernames. Tenex has the right at any time to terminate or suspend access to any Customer if Tenex believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or Tenex's network.

All performance under this Agreement, shall be in accordance with the Customer's security requirements, policies, and procedures. Vendor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to Customer systems accessed in the performance of Services in this Agreement.

The Customer agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Agreement with respect to use, copying, modification, protection, and security of proprietary software and other proprietary data.

4.0 SUPPORT

4.1 Updates
Tenex shall deliver Updates to the System that apply to the Customer's current edition at no additional charge. Only those Updates that apply to the Customer's current edition will be delivered automatically to the Customer at no additional charge.

4.2 Error Correction
Tenex shall use commercially reasonable efforts to correct all errors or to provide a reasonable workaround as soon as is possible using its reasonable efforts during Tenex's normal business hours. Customer shall provide such access, information, and support as Tenex may reasonably require in the process of resolving any error.

4.3 Support Exclusions
Tenex is not obligated to correct any errors or provide any other support to the extent such errors or need for support was created in whole or in part by: (i) the acts, omissions, negligence, or willful misconduct of the Customer, including any unauthorized modifications of the System or its operating environment; (ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Tenex's firewall).

5.0 OWNERSHIP OF PURCHASED PRODUCTS

5.1 Warranties
Tenex warrants and represents that it is, and on the date of the delivery of the Purchased Product(s) shall be, the sole owner and copyright holder of the Purchased Product(s); that it has, and on the date of the delivery of the Purchased Product(s) shall have, the full right and authority to grant this license; and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Tenex is a party or by which it is bound.

5.2 Deliverables
Title to all other Deliverables, such as training documentation, to be provided to Customer by or through Tenex as a part of this Agreement shall remain sole property of Tenex and should not be distributed, shared or shown to any other party without written explicit permission from an authorized Tenex employee.

6.0 FEES, EXPENSES & PAYMENT

6.1 Project Fees
Customer agrees to pay the following fees for use of the Election Force Solution.

- **$40,000.00** to be billed on the date this Agreement commences ("Effective Date"). (Attachment A)
- **$40,000.00** to be billed on the 1st year anniversary of this Agreement.
- **$40,000.00** to be billed on the 2nd year anniversary of this Agreement.
- **$40,000.00** to be billed on the 3rd year anniversary of this Agreement.

6.2 Expenses
Unless an expense is approved in advance by Customer, Tenex Software Solutions, Inc. shall be responsible for all expenses incurred while performing services under this Agreement.

6.3 Payment Terms
Customer will pay Tenex Software Solutions, Inc. as follows:

- Tenex Software Solutions, Inc. will submit an invoice at Agreement signing date ("Effective Date") for the full amount of year 1 software to be paid by the Customer upon receipt of invoice.

- Tenex Software Solutions, Inc. will submit an invoice annually at the anniversary of the contract year. Payment will be due from Customer on receipt of invoice.

7.0 INTELLECTUAL PROPERTY

7.1 Intellectual Property Ownership
Tenex Software Solutions, Inc. owns the entire copyright, title, and interest in the following content:

- All information regarding the Tenex Election Desk (TED), scripts used to create reports, data transformation utilities and monitoring modules used to keep track of the health of the System.

- All training materials and documentation provided to the Customer.

Customer will secure all necessary rights to copyright, trademark or other intellectual property to any materials it submits to Tenex Software Solutions, Inc. for use in the Services.

Nothing in this section will affect ownership of intellectual property created and owned by any entities not a party to this Agreement and not pursuant to an agreement with Tenex. Prior agreements for other products will not be affected by this Agreement.

7.2 Warranty
Tenex Software Solutions, Inc. warrants that it has the rights and authority to grant all assignments and licenses granted by Tenex Software Solutions, Inc. in this Agreement.

8.0 TERM & TERMINATION

8.1 Term
The term of this Agreement shall commence on the Effective Date and shall renew for one year terms, subject to review, for up to four years and shall automatically terminate four years after the Agreement has commenced ("Effective Date"), Tenex has fulfilled their software as a service subscription agreement obligation, and payment of all Project Fees and Expenses as specified in this Agreement has been completed, unless otherwise extended by mutual written agreement or terminated in accordance with this Agreement.

8.2 Termination
(a) Either party may terminate this Agreement effective immediately if the other party (i) commits any material breach or default of this Agreement; (ii) becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or state insolvency proceeding and such proceeding is not terminated within sixty (60) days of its commencement; or (iii) ceases to be actively engaged in business and has not assigned this Agreement.

(b) If this Agreement is terminated other than by reason of a material breach by Tenex, Tenex Software Solutions, Inc. shall be entitled to a pro-rated payment for work in progress based on the percentage of the Services then completed, as reasonably determined by Tenex.

9.0 CONTRACTOR RELATIONSHIP

Tenex Software Solutions, Inc. is an independent contractor, and neither Tenex Software Solutions, Inc. nor Tenex's employees or contract personnel are, or shall be deemed, Customer's employees. This Agreement does not create a partnership relationship. Neither Tenex Software Solutions, Inc. nor Customer has authority to enter into contracts on the other's behalf.

10.0 NON-SOLICITATIONS & CONFIDENTIAL INFORMATION

10.1 Non-solicitation
During, and for a period of one year after termination of this Agreement, Customer agrees not to solicit or recruit Tenex 's employees, contractors, or freelancers of which Customer becomes aware as a result of Tenex 's Services for Customer.

10.2 Confidential Information
Tenex Software Solutions, Inc. and Customer agree not to use or disclose to any third party, either during or after the term of this Agreement, any proprietary or confidential information of the other party without the other party's consent. Tenex Software Solutions, Inc. and Customer shall not be restricted in using any material, which is publicly available, already in their possession, or known to them, or which is rightfully obtained from sources other than the other party.

Proprietary or confidential information includes business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind owned by Tenex Software Solutions, Inc. or by Customer; and any information marked "Proprietary" or "Confidential."

11.0 WARRANTIES & REPRESENTATIONS

Tenex Software Solutions, Inc. warrants that it is able to complete the Services in a professional and timely manner; that any project Deliverables shall be original, or all necessary permissions and releases obtained and paid for; and that any project Deliverables shall not contain any false, misleading, libelous, or unlawful matter.

Customer warrants that any material given by Customer to Tenex Software Solutions, Inc. for use in the Services under this Agreement shall be original or all necessary permissions and releases obtained and paid for; and that any such material shall not contain any false, misleading, libelous or unlawful matter.

12.0 LIABILITY

12.1 Total Liability

In no event shall Tenex's aggregate liability for all cases or controversies arising out of the subject matter of this Agreement, whether in contract, tort or otherwise, exceed the aggregate payments actually received by Tenex Software Solutions, Inc. under this Agreement. In no event will Tenex Software Solutions, Inc. be liable to Customer or any third party for any special, incidental or consequential damages or lost profits, whether based in breach of contract, tort (including negligence), product liability or otherwise, and whether or not Tenex Software Solutions, Inc. has been advised of the possibility of such damage.

12.2 Limitation of Remedies

Customer's exclusive remedy, and Tenex's sole liability for any case or controversy arising out of Tenex's failure to perform any of its obligations hereunder shall be to terminate this Agreement pursuant to **Section 8.2** and receive a refund from Tenex Software Solutions, Inc. of the unearned portion of any fees paid with respect to the Services.

Customer: Williamson County, TX Elections Office	**Vendor: Tenex Software Solutions, Inc.**
Signature: Bill Gravell Jr. (Jun 27, 2023 15:13 CDT) Name: Bill Gravell Jr. Title: County Judge Mailing Address: Date: Jun 27, 2023	Signature: Name: Ravi Kallem Title: President Mailing Address: 5021 W. Laurel Street Tampa, FL 33607 Tax ID #: 59-3647858 Date: 06/ /2023

TENEX
SOFTWARE SOLUTIONS

5021 W. Laurel Street, Tampa, FL 33607
(813) 618-3639 | info@tenexsolutions.com

Williamson County, TX Software Solutions Quote

Date: **May 17, 2023**

To: Williamson County Elections

From: Tenex Software Solutions, Inc

Item #	Product Description	Quantity	Unit Price	Total
1	Election Force Yearly Software License Year 1 (Election Worker Management)	1	$ 40,000.00	$ 40,000.00
2	Service - Virtual Training		Included	Included
			Year 1 - Total Price:	**$ 40,000.00**

Item #	Annual Software License & Maintenance Fees	Quantity	Unit Price	Total
3	Election Force Yearly Software License (per year, after year 1)	1	$ 40,000.00	$ 40,000.00
			Estimated Reoccurring Annual License & Maintenance Fees:	**$ 40,000.00**

This quote is valid for 90 days and subject to change based upon contract terms and conditions or any change in configuration.

Exhibit B

TENEX SOFTWARE SOLUTIONS

5021 W. Laurel Street, Tampa, FL 33607
(813) 618-3639 | info@tenexsolutions.com

Williamson County, TX Precinct Central Additional Licenses

Date: **October 3, 2023**

To: Williamson County, Texas Elections Office

From: Tenex Software Solutions, Inc

Item #	Product Description	Quantity	Unit Price	Total
1	Hardware - 10th Generation iPad (10.2", 64 GB, with charging block & 3' lighting charging cable)	100	$ 449.00	$ 44,900.00
2	Hardware - Flip & Share Stand (includes stylus & cleaning cloth)	100	$ 100.00	$ 10,000.00
3	Software - Precinct Central EPB Software License (includes Touchpad, Console, & Data Studio)	100	$ 635.00	$ 63,500.00
4	Service - Apple DEP/Cisco MDM Registration & Management	100	Included	Included
5	Service - Shipping & Configuration	100	$ 50.00	$ 5,000.00
			Year 1 - Total Purchase Price:	**$ 123,400.00**

Item #	Annual Software License & Maintenance Fees	Quantity	Unit Price	Total
6	Software - Precinct Central Software License & Support (per unit, year 2 through year 5)	100	$ 135.00	$ 13,500.00
7	Service - Apple DEP/Cisco MDM Registration & Management (per unit, year 2 through year 5)	100	Included	Included
			Recurring Annual License & Maintenance Fees:	**$ 13,500.00**

Optional Add-On Items				
8	Hardware - 6' Apple Certified Lighting Charging Cables	100	$ 40.00	$ 4,000.00
9	Hardware - Print Server (For connnection to ExpressLink)	100	$ 165.00	$ 16,500.00
10	Hardware (optional) - Premium Large Carrying Case & Luggage Tag (holds 2 Touchpads, 2 Epson printers, & accessories)	50	$ 200.00	$ 10,000.00
	OR			
11	Hardware (optional) -Basic 2-Unit Carrying Case Holds 1-2 Touchpads & accessories. (No printers)	100	$ 75.00	$ 7,500.00
12	Hardware - Epson TM-30 Thermal Printer	100	$ 300.00	$ 30,000.00

Terms:

This quote is valid for 30 days and subject to change based upon contract terms and conditions or any change in configuration.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1092435

Date Filed:
11/08/2023

Date Acknowledged:
11/14/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tenex Software Solutions, Inc.
Tampa, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Elections

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202450
Software and Hardware for Elections

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1092435

Date Filed:
11/08/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tenex Software Solutions, Inc.
Tampa, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Elections

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202450
Software and Hardware for Elections

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Ravi Kallem, and my date of birth is [redacted].

My address is 1415 Jumana Loop (street), Apollo Beach (city), FL (state), 33607 (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hillsborough County, State of Florida, on the 8th day of Nov. (month), 20 23 (year).

Ravi Kallem

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **71.**

Meeting Date: 11/21/2023

Approval of Purchase of Turf Tank Automatic Field Painter from Intelligent Markings USA, Inc. for Parks Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of a Turf Tank Automatic Field Painter per contract #202473 for the Parks Department from Intelligent Markings USA, Inc. d/b/a Turf Tank in the amount of $59,075.00 pursuant to Buyboard Co-op Contract #706-23 and authorizing the execution of the contract.

Background

The Parks Department submitted requisition #133202 along with a quote for a Turf Tank Automatic Field Painter that includes a GPS coordinated paint robot, tablet, and implementation costs. The Turf Tank will be used to mark and stripe various sports fields throughout Williamson County. The Buyboard cooperative #703-23 has verified the pricing to be compliant. Funding source is 01.0200.3103.005003. Point of Contact is Benita Bonner.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form 1295 - INTELLIGENT MARKING USA INC.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/16/2023 09:48 AM
County Judge Exec Asst.	Becky Pruitt	11/16/2023 10:31 AM
Form Started By: Gretchen Glenn		Started On: 11/06/2023 01:36 PM
Final Approval Date: 11/16/2023		

DocuSign Envelope ID: 7B924736-715B-4D5C-8069-D7E71F70E2EA

WILLIAMSON COUNTY
PURCHASE CONTRACT

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

THIS PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Intelligent Markings USA Inc d/b/a Turf Tank** (hereinafter "Vendor"), both of which are referred to herein as the parties The County agrees to purchase and the Vendor agrees to sell the goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Quote being marked as **Exhibit "A,"** which is incorporated herein.

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

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: County shall pay Vendor for the goods in the amount set out in **Exhibit "A."** Payment for the goods 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; or (2) the date the Williamson County Auditor

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receives an invoice for the goods. 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.

Confidentiality: Vendor expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

V.

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

VI.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS'

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FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

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XIII.

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

XIV.

No Assignment: Vendor may not assign this Contract.

XV.

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

XVI.

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

XVII.

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

XVIII.

Media Releases: Vendor 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.

XIX.

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.

XX.

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

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A. As described in the attached Quote, and being marked **Exhibit "A,"** which is incorporated herein; and
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 20_____

VENDOR:

Turf Tank
_____
Name of Vendor

DocuSigned by:
Ryan Stubbe
D6518289ID0E4ED...
_____
Authorized Signature

Ryan Stubbe
_____
Printed Name

Date: November 1, 20 23

Cooperative Purchasing Contract or Agreement (if applicable): BuyBoard Contract No.706-23

DocuSign Envelope ID: 7B924736-715B-4D5C-8069-D7E71F70E2EA

Exhibit “A”
Quote/Proposal

TURF TANK®

[TX] Williamson County Parks And Recreation - Pro Outright Purchase

Quote created: February 10, 2023 Reference: 20230209-220546443

[TX] Williamson County Parks And Recreation
710 Main St
Georgetown, TX 78626
United States

Russell Fishbeck
russell.fishbeck@wilco.org

Comments

BuyBoard Contract No. 706-23

Tonnell Wilson - Regional Territory Manager Turf Tank

Products & Services

US - Turf Tank Pro Package - Outright Purchase

1 x ~~$61,000.00~~
after 5% discount **$57,950.00**

Includes:

- GPS Paint Robot + GPS Package (Includes Android Tablet)
- Continuous Software Improvements
- Free Form Text Creation
- Customized Logo Creation (Available Late 2022)
- Standard Geometry Package
- Extended Geometry Package
- Paint: $3,000 Allotment of Paint (White)
- (3) Robot Batteries
- Customer Support: 24/7 Monday-Sunday
- Hardware Warranty Program: Full (Includes Consumables)
- Paint System Service Kit: (Includes: 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set.)
- (2) 5.5 Gallon Paint Container for Robot
- (2) 2.5 Gallon Empty Paint Containers
- Customized Robot Wrapping
- (2) Maintenance & Training Visits/Per Year
- Courtesy Robot (If necessary)

US - Turf Tank Pro Package - Customer Care Plan

1 x $4,999.00 / year

Includes:

- Customer Support: 24/7 Monday-Sunday
- Hardware Warranty: Full (Includes Consumables)
- Continuous Software Improvements
- $3,000 Allotment of Paint (White)

US - Turf Tank Pro Package - ~~Upfront~~ Implementation Cost

1 x ~~$1,500.00~~
after 25% discount **$1,125.00**

Includes:

- Configuration & Shipping of Robot
- Secure Inventory & Lock in Installation Date
- Product Training & Online Resources

Annual subtotal	$4,999.00
One-time subtotal	$59,075.00
after $3,425.00 discount	
Customer Care Plan Included Year One	($4,999.00)
Total	$59,075.00

This quote expires on January 1, 2024

Purchase terms

BuyBoard Contract No. 706-23

Questions? Contact me

Tonnell Wilson
Regional Territory Manager
tonnell.wilson@turftank.com
+12144189839

Turf Tank
3330 Cobb Parkway NW Suite 324-380
Acworth GA 30101
United States

DocuSign Envelope ID: 9B4A240A-46A5-47CC-A23C-32883C234B07

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1094313

Date Filed:
11/14/2023

Date Acknowledged:
11/14/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

INTELLIGENT MARKING USA INC.
OMAHA, NE United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Commissioners Court

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202473
Robotic Sports Field Painting Tank

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Emily Thuss, and my date of birth is [redacted].

My address is 7878 Main St, 2C (street), La Vista (city), NE (state), 68128 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Sarpy County, State of NE, on the 14th day of Nov (month), 2034 (year).

DocuSigned by:
Emily Thuss
874C73BDB14E4CE...
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **72.**

Meeting Date: 11/21/2023

Award of RFP #23RFP101 Solid Waste and Recycling Services for Williamson County to Texas Disposal Systems, Inc for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #23RFP101 Solid Waste and Recycling Services for Williamson County to Texas Disposal Systems, Inc. in the amount of One hundred thirty-nine thousand four hundred dollars and twenty-four cents ($139,400.24) and authorizing execution of the agreement.

Background

Williamson County sent out over 260 notifications and received two submissions. Of the two submissions, one was not accepted as the vendor did not provide representation to the mandatory pre-bid conference held on 08.30.2023. This contract's initial term begins on the date of award and shall continue until September 30, 2025, with four (4) optional one-year terms. This contract will provide commercial and Roll-off dumpsters and collection at various locations throughout Williamson County on an as needed basis. The funding sources are: 01.0100.0509.4430 and 01.0200.0210.004991 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Score sheet

Service Contract

Recommendation Letter

Form 1295- TDS

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 10:57 AM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 11:49 AM
Form Started By: Johnny Grimaldo		Started On: 10/25/2023 03:13 PM
Final Approval Date: 11/15/2023		

Scoring Summary RFP #23RFP101 Solid Waste and Recycling Services for Williamson County

Active Submissions

	Total	Company Information	Relevant Qualifications and Experience	Compensation and Fees	Disclosure of Legal and Administrative Proceedings and Financial Condition	Transition Plan	Quality & Safety Program	Proposed Methodology	References
Supplier	100 pts	Pass/Fail	/ 30 pts	/ 30 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 5 pts	/ 5 pts
Texas Disposal Systems, Inc.	98	Pass	30	30	8	10	10	5	5

Eliminated Submissions

	Total	Company Information	Relevant Qualifications and Experience	Compensation and Fees	Disclosure of Legal and Administrative Proceedings and Financial Condition	Transition Plan	Quality & Safety Program	Proposed Methodology	References
Supplier	100 pts	Pass/Fail	/ 30 pts	/ 30 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 5 pts	/ 5 pts
Waste Management	-	-	-	-	-	-	-	-	-

WILLIAMSON COUNTY
SERVICE CONTRACT
(Texas Disposal Systems Inc.)

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

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in **Request for Proposal - 23RFP101 Solid Waste and Recycling Services and Service Provider's Responsive Documents** which are incorporated herein.

Should the County choose to add services in addition to those described in **Request for Proposal - 23RFP101 Solid Waste and Recycling Services and Service Provider's Responsive Documents,** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until September 30, 2025 ("Initial Contract Term").

At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to four (4) additional one-year terms, with the terms and conditions remaining the same. The total period of the Contract, including all renewals, will not exceed six (6) years.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in the **Service Fee Details** which is incorporated herein as **Exhibit A**.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

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

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

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

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

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

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

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

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

V.

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

VI.

INDEMNIFICATION: SERVICE PROVIDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS, THE COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENT'S EMPLOYEES FROM, AND AGAINST, ALL CLAIMS, LIABILITY, AND EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF SERVICE PROVIDER, ITS

AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SERVICE PROVIDER OR ANY OF SERVICE PROVIDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO SERVICE PROVIDER'S AND THE COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, THE COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS, AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SERVICE PROVIDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THEFT. SERVICE PROVIDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS, THE COUNTY FROM ITS OFFICIALS, EMPLOYEE, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER, CAUSED TO ANY PERSON, OR THE PROPERTY OF ANY PERSON, OCCURRING IN RELATION TO THE SERVICE PROVIDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SERVICE PROVIDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGEMENTS TO THE COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGEMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE THE COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF THE COUNTY REQUIRED BY SERVICE PROVIDER IN THE DEFENSE OF EACH MATTER. SERVICE PROVIDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD THE COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S), UNLESS OTHERWISE AGREED BY THE COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGEMENT, THAT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF THE COUNTY, SERVICE PROVIDER SHALL NEVERTHELESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT OR ACTION, PROCEEDING, LIEN OR JUDGEMENT, UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF SERVICE PROVIDER ARE NOT AN ISSUE IN THE MATTER.

SERVICE PROVIDER'S INDEMNIFICATION SHALL COVER, AND SERVICE PROVIDER AGREES TO, INDEMNIFY THE COUNTY, IN THE EVENT THE COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED THE SERVICE PROVIDER TO PERFORM THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SERVICE PROVIDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SERVICE PROVIDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

VII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will

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

XXI.

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

A. The County's solicitation documents for **23RFP101 Solid Waste and Recycling Services;**
B. Service Provider's responsive documents for **23RFP101 Solid Waste and Recycling Services (including the Revised Exceptions);**
C. TDS Service Fee Details, being marked as **Exhibit A**; and
D. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

[SIGNATURE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Texas Disposal Systems Inc.
Name of Service Provider

_____
Authorized Signature

Jay Howard
Printed Name

Date: November 1, 2023

			Current Services										Respondent Price			
Building#	Building Name	Address	City	Qty.	Container Size	Frequency Rate	Collection: Week or Monthly	Type of Waste	Qty.	Size	Frequency Rate	Collection: Week or Monthly	Rental	Price Per Collection	Price Per Month	Annual % increase
1005	Round Rock A & B	211 Commerce Cove	Round Rock	1	8 cy	2	Week	Regular	1	8 cy	2	Week		$ 54.96	$ 476.32	N/A
1008	Sheriff Office & Jail	508 S Rock Street	Georgetown	1	30 y	2	Month	Compactor	1	30 y	2	Month	$350	$ 800.00	$ 1,950.00	N/A
1009	Justice Center	405 MLK	Georgetown			1	Week	Recycling	1	8 cy	1	Week		$ 88.16	$ 382.03	N/A
1026	Central Maintenance Facilities	3151 SE Inner Loop	Georgetown	2	20 cy	2	Month	Roll-off	2	20 cy	2	Month		$ 725.00	$ 2,900.00	N/A
1026	Central Maintenance Facilities	3151 SE Inner Loop	Georgetown	1		1	Week	Recycling	1	8 cy	1	Week		$ 88.16	$ 382.03	N/A
1032	Cedar Park Annex	350 Discovery Blvd	Cedar Park	1	8 cy	2	Week	Regular	1	8 cy	2	Week		$ 54.96	$ 476.32	N/A
1032	Cedar Park Annex	350 Discovery Blvd	Cedar Park	1		1	Month	Recycling	1	8 cy	1	Month		$ 215.00	$ 215.00	N/A
1033	Taylor Annex	412 Vance Street	Taylor	1		1	Month	Recycling	1	8 cy	1	Month		$ 215.00	$ 215.00	N/A
1043	Inner Loop Annx	301 SE Inner Loop	Georgetown	1		2	Month	Recycling	1	8 cy	2	Month		$ 143.50	$ 287.00	N/A
1062	Hutto Condo	321 Ed Schmidt Blvd	Hutto	3	95 g	1	Week	Regular	3	95 g	1	Week		$ 28.94	$ 376.22	N/A
1066	Round Rock Jester	1801 Old Settlers Blvd	Round Rock	8	8 cy	1	Week	Regular	8	8 cy	1	Week		$ 43.39	$ 1,504.19	N/A
1066	Round Rock Jester	1801 Old Settlers Blvd	Round Rock	1		1	Month	Recycling	1	8 cy	1	Month		$ 215.00	$ 215.00	N/A
1073	TX Ave/WCCHD	355 Texas Avenue	Round Rock	1	8 cy	2	Week	Regular	1	8 cy	2	Week		$ 54.96	$ 476.32	N/A
1073	TX Ave/WCCHD	355 Texas Avenue	Round Rock	1		1	Month	Recycling	1	8 cy	1	Month		$ 215.00	$ 215.00	N/A
1075	Gun Range	W319Q (Gun Range)	Hutto	1	8 cy	1	Week	Regular	1	8 cy	1	Week		$ 41.31	$ 179.01	N/A
1075	Sheriff Office Training Center	8160 Chandler Road	Hutto	1	8 cy	1	Week	Regular	1	8 cy	1	Week		$ 41.31	$ 179.01	N/A
1078	EMS Training	3189 SE Inner Loop	Georgetown	1		1	Month	Recycling	1	8 cy	1	Month		$ 215.00	$ 215.00	N/A
180	Georgetown Annex	100 Wilco Way	Georgetown	1		1	Month	Recycling	1	8 cy	1	Month		$ 215.00	$ 215.00	N/A
1081	Liberty Hill Annex - CSCD	3803 FM 1869	Liberty Hill	1	95 g	1	Week	Regular	2	95 g	1	Week		$ 28.94	$ 250.81	N/A
1082	Public Safety	1781 E Old Settlers Blvd	Round Rock	1	95 g	1	Week	Regular	1	95 g	1	Week		$ 28.94	$ 125.41	N/A
1082	Public Safety	1781 E Old Settlers Blvd	Round Rock	1		1	Week	Recycling	1	8 cy	1	Week		$ 88.16	$ 382.03	N/A

Proposed services shall meet or exceed current service

Listed above are locations for immediate services

	Monthly	Annual
Facilities Total:	$ 8,716.69	$ 104,600.24
CMF Total:	$ 2,900.00	$ 34,800.00
Total:	$ 11,616.69	$ 139,400.24

Trash		
Size	Price Per Collection	Annual % increase
Cart	$ 28.94	0%
3 cy	$ 31.38	0%
4 cy	$ 34.62	0%
6 cy	$ 41.31	0%
8 cy	$ 43.38	0%

Roll-off		
10 cy	$ 574.00	0%
20 cy	$ 725.00	0%
30 cy	$ 818.00	0%
40 cy	$ 910.00	0%
RO Rental*	$10 per day	0%
RO Delivery *	$ 223.00	0%
Tons Over 6	$ 85.00	0%

* these rates are only to be used for 1Xweek service

* these RO Delivery & Rental rates are applicable to all roll-off sizes

Recycle		
Size	Price Per Collection	Annual % increase
Cart	$ 28.94	0%
3 cy	$ 71.54	0%
4 cy	$ 75.23	0%
6 cy	$ 83.54	0%
8 cy	$ 88.15	0%

Roll-off		
10 cy	$ 456.00	0%
20 cy	$ 492.00	0%
30 cy	$ 559.00	0%
40 cy	$ 627.00	0%
RO Rental*	$10 per day	0%
RO Delivery *	$ 223.00	0%

* these rates are only to be used for 1Xweek service

* these RO Delivery & Rental rates are applicable to all roll-off sizes

Organic Collection - Master Gardeners - bags only	
Call in service (as needed)	
Bag #	Price
1 - 20	$ 165.00
21 - 40	$ 230.00
41 +	add $3.50 per additional bag

1. Bulky items that the County collects, those can be taken to the Georgetown Transfer Station if it is convenient for you. The address and fee schedule can be found here: https://www.texasdisposal.com/gate-rates/
2. Regarding organics collection for the Master Gardeners, unfortunately the only way I have to service that would be the bag scenario that we discussed because I don't have organics dumpster routes in the area. The pricing would be as follows:
   a. Call in service (as needed): 1-20 bags = $165, 21-40 bags = +$65, and bags 41 and over = +3.50/bag

Williamson County Facilities Management
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

September 22, 2023

Williamson County Purchasing Department
Attn: Joy Simonton, Director/Purchasing Agent
100 Wilco Way, Suite P101
Georgetown, TX 78626

Re: 23RFP101 – Solid Waste & Recycling Services – Recommendation of Award

The recommendation from the RFP Evaluation Committee is to award the Solid Waste and Recycling Services for Williamson County contract to Texas Disposal Systems, Inc. This evaluation is based on company information, relevant experience and qualifications, methodology on carrying out contract, compensation and fees, and references.

Texas Disposal Systems, Inc is a family owned and operated Texas Corporation and has been providing services since 1977. Texas Disposal Systems has extensive experience providing similar service, including operations for Williamson County, to all sizes of businesses, government entities, education facilities, and individual property owners.

The Facilities Management Department recommends that the Williamson County Commissioners Court award the contract to Texas Disposal Systems, Inc based on the committee's evaluation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1090117

Date Filed:
11/01/2023

Date Acknowledged:
11/02/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Disposal Systems
Creedmoor, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23RFP101
Williamson County Solid Waste and Recycling Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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Creedmoor, TX United States

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Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23RFP101
Williamson County Solid Waste and Recycling Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jay Howard, and my date of birth is [redacted].

My address is 12200 Carl Rd. (street), Creedmoor (city), TX (state), 78610 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 1 day of November (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Meeting Date: 11/21/2023

Approval of Contract for Construction for Sheriff's Office Light Grid Replacement with G2 Construction Services, Inc. for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing construction contract #202477 between G2 Construction Services, Inc. and Williamson County for the replacement of antiquated light fixtures and ceiling tiles in the Sheriff's Office administration areas in the amount of $182,000.00, pursuant to TIPS contract #211001 and authorize execution of the agreement.

Background

This project is for Sheriff's Office Lighting upgrades. The proposal includes a detailed scope of work in the amount of $182,000.00. Funding Source is 01.0100.0509.004509 and the department point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Form 1295- G2

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 01:40 PM
County Judge Exec Asst.	Becky Pruitt	11/15/2023 01:42 PM
Form Started By: Johnny Grimaldo		Started On: 11/13/2023 01:46 PM
Final Approval Date: 11/15/2023		

CONTRACT FOR CONSTRUCTION
(Cooperative Purchasing – TIPS – Contract Number 211001

PROJECT: **Sheriff's Office Lighting Upgrades** ("Project")

GENERAL CONTRACTOR:

G2 Construction Services, Inc. ("GC")
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 3
Georgetown, TX 78628
TIPS 211011

ARCHITECT: **Williamson County Architect** ("A/E")
Trenton H. Jacobs, AIA
3101 SE Inner Loop
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78641 / 78626

THIS CONTRACT FOR GENERAL CONSTRUCTION ("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 **replacement of antiquated light fixtures and ceiling tiles in the Sheriff's Office administration areas** (hereinafter called the "Project");

WHEREAS, County desires a GC who will 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; and

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 Contract and all exhibits and attachments listed, contained, or referenced in this 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 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 Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This 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 Contract, this 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 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 **sixty (60) 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 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 **Seven Hundred Fifty Dollars ($750) 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 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 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 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 **One Hundred Eighty-Two Thousand Dollars ($182,000)**.

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 **many layers of previous repairs and remodels** 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 **Eighteen Thousand Two Hundred Dollars ($18,200)** 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.

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 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 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 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 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 Contract is as follows:

G2 Construction Services, Inc.
Jimmy S. Gibson, Vice President
3300 Shell Road, Suite 3
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 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 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 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 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 3
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 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 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 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 Contract. GC shall not assign this 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 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 Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this 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 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 CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This 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 Contract between County and GC;
2. Exhibit A – Design 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 Design 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. 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 Contract between County and GC; and
5. The Design 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 Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, 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 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: 11/13/23

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DESIGN DOCUMENTS

Attach Design Documents below:

WILLIAMSON COUNTY
1848

Standard Operating Procedure

Sheriff Office Light.Grid Replacement

SOP 301– Small Project SOW

Originated by:	Date Originated:
Approved by:	Date Approved:
Revision No. 1	Revision Date: 10/10/2023

1.0 Purpose:

Replace the fluorescent lighting with LED lightning in locations throughout the Sheriff's office 1st floor.

2.0 Scope:

Install new LED light fixtures as indicated on Attachment B (Drawing E-13) . Install stand alone emergency lights. Install new exit lights. Work shall be performed using the Williamson County General Requirements (Attachment D). Work hours will be determined by Williamson County Project Manager. Repair Ceiling Grid as indicated on Attachment C (Drawing JA-23).

a. **First Floor South (1st floor South): Replace lights according to drawing E-13.**

283 – CPX 2'X4' lay-in fixtures

13 – Exit/Emergency fixtures

6 – Install new emergency light fixtures

3.0 Contractors Responsibilities:

a. Fixture hangers
b. As-builts
c. Light disposal
d. Sealing fire walls (within scope of installation)
e. Rental equipment
f. Labor
g. Material (other than fixtures)
h. Saw cutting
i. Job Cleanup (Nightly)

4.0 Owners Responsibilities:

a. Provide Light Fixtures
b. Provide access to breaker panels
c. Provide PO for payment purposes prior to work proceeding
d. Inspect work for completion and workmanship.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1093992

Date Filed:
11/13/2023

Date Acknowledged:
11/14/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

G2 Construction Services, Inc.
Georgetown, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

211001
Sheriff's Office Lighting Upgrades

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gibson, Jyl	Georgetown, TX United States	X	
Gibson, Jimmy	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1093992

Date Filed:
11/13/2023

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
G2 Construction Services, Inc.
Georgetown, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Williamson County

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
211001
Sheriff's Office Lighting Upgrades

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gibson, Jyl	Georgetown, TX United States	X	
Gibson, Jimmy	Georgetown, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Jimmy S Gibson, and my date of birth is [redacted]

My address is 3303 Shell Rd #3, Georgetown, TX, 78628, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of TX, on the 13 day of Nov. (month), 2023 (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **74.**

Meeting Date: 11/21/2023

Receive the November 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 November 2023 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November 2023 PowerPoint Presentation

November 2023 Construction Summary Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 09:25 AM
Form Started By: Marie Walters		Started On: 11/16/2023 08:59 AM
Final Approval Date: 11/16/2023		

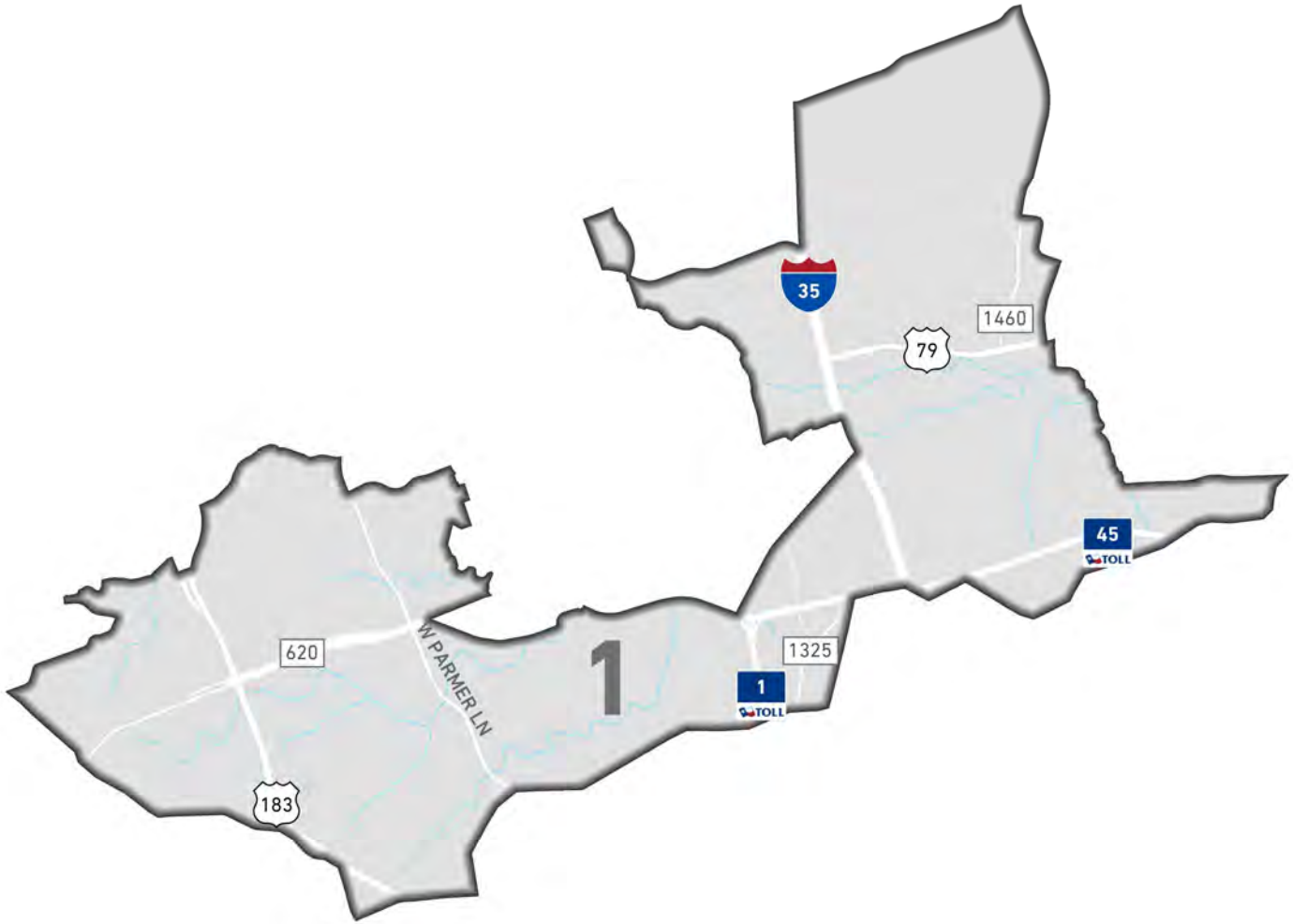
Williamson County Commissioners Court

Road Bond Program
November 21, 2023

WILCO TEXAS

HNTB

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

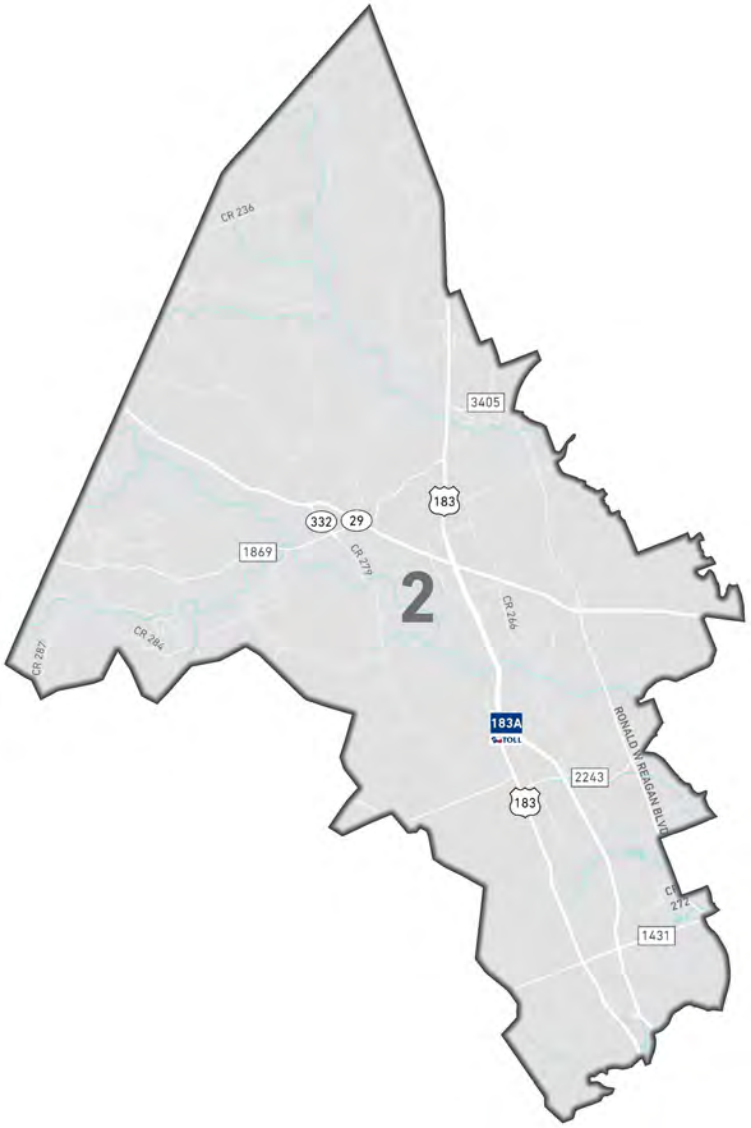
Original Contract Amount = $27,468,703.67

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)

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 = $5,454,134.00 (82%)

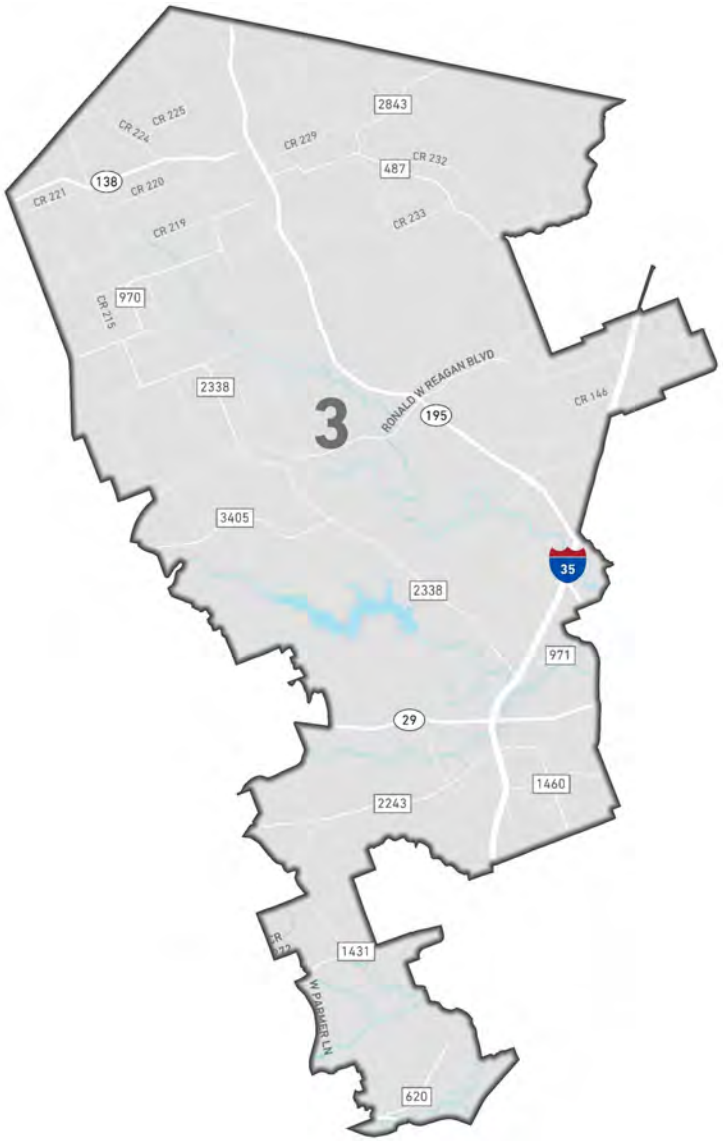
CR 258 Extension

CR 258 Extension

WILCO TEXAS

CR 258 Extension

Precinct 3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2843
CR 225
CR 224
CR 229
CR 232
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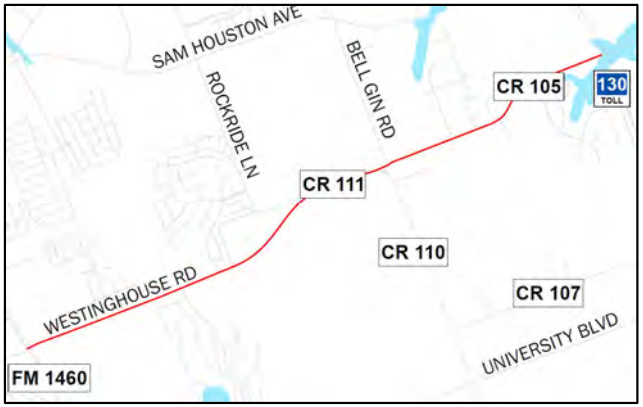
CR 221
CR 220
CR 219
CR 233
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PALMER LN
620

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 = $17,034,416.76 (77%)

CR 111 Westinghouse Road

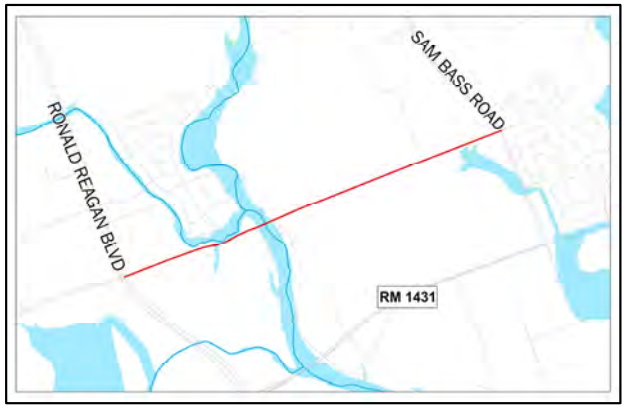
CR 111 Westinghouse Road

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

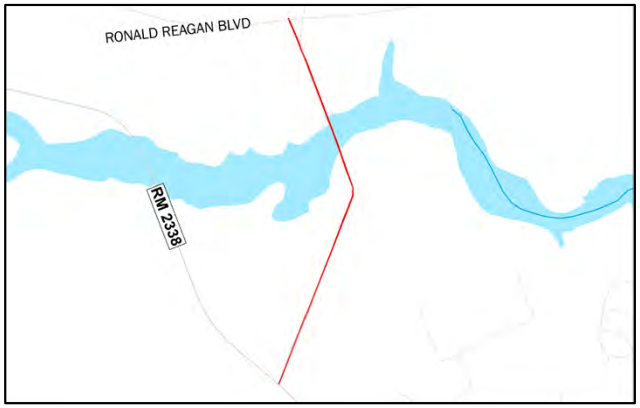
Construction is managed by the City of Cedar Park

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 = $5,119,457.50 (73%)

CR 245 Reconstruction

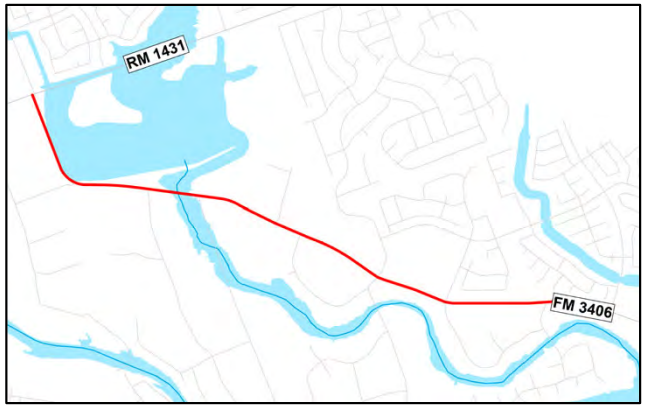
CR 245 Reconstruction

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

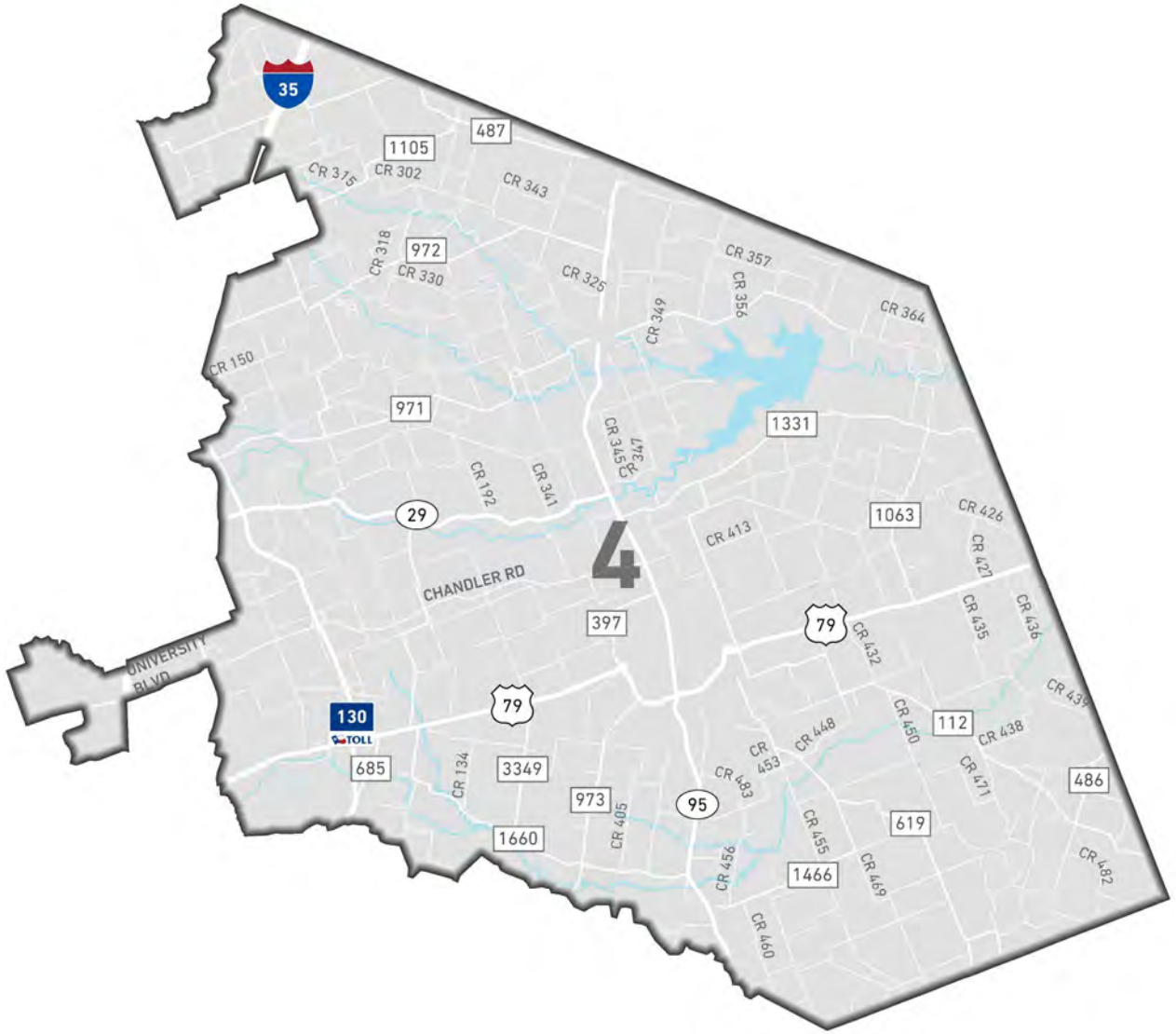
Expenditures to Date = $4,478,861.04 (13%)

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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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
685
CR 134
3349
973
CR 405
95
CR 448
CR 453
CR 483
CR 450
112
CR 438
CR 471
486
619
1660
CR 455
CR 469
1466
CR 456
CR 460
CR 482

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 = $11,632,674.21 (96%)

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

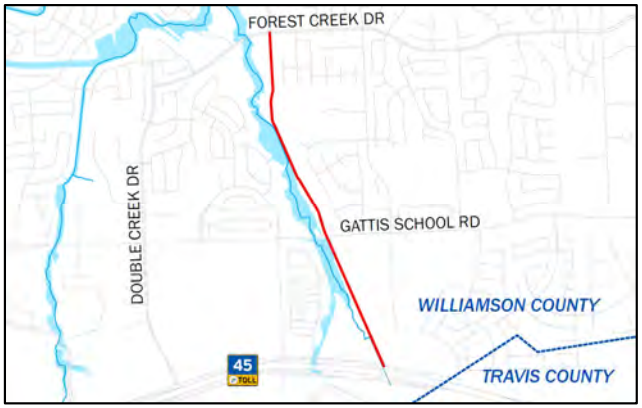
East Wilco Highway (Southeast Loop Segment 1) (Corridor E1) (CR 138 to CR 137)

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)

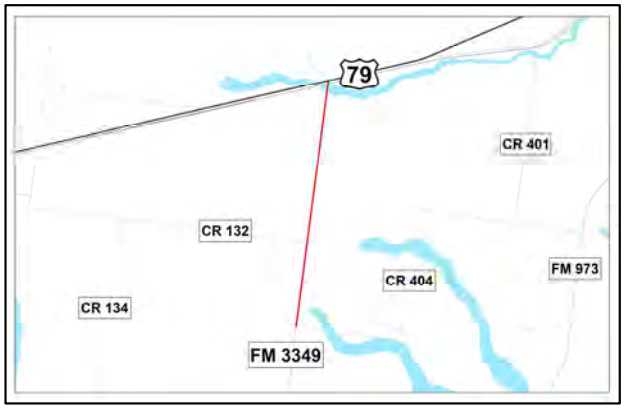
Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)

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 = $1,843,295.83

Adjusted Contract Price = $ 83,784,333.96

Expenditures to Date = $30,097,807.56 (36%)

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 = $8,333,391.72 (47%)

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

WILCO TEXAS

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

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

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 = $1,552,457.20 (5%)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

ROAD BOND PROGRAM

Construction Summary Report

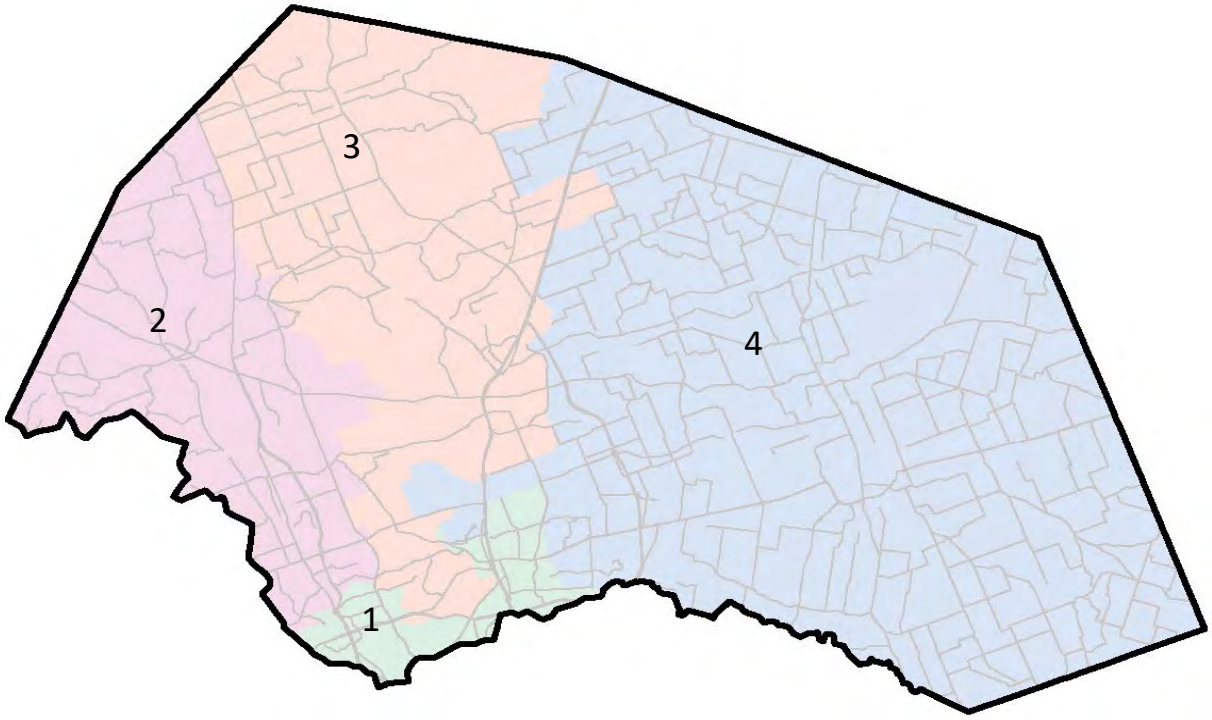
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

October 2023

WWW.WILCOTX.GOV

Volume XXIV - Issue No.10



Presented By: HNTB

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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) 38

Bud Stockton Extension (CR 305 to FM 487) 40

CR 404 at FM 973 Improvements 41

CR 307 and CR 305 (CR 307 North of CR 305) 42

Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404) 43

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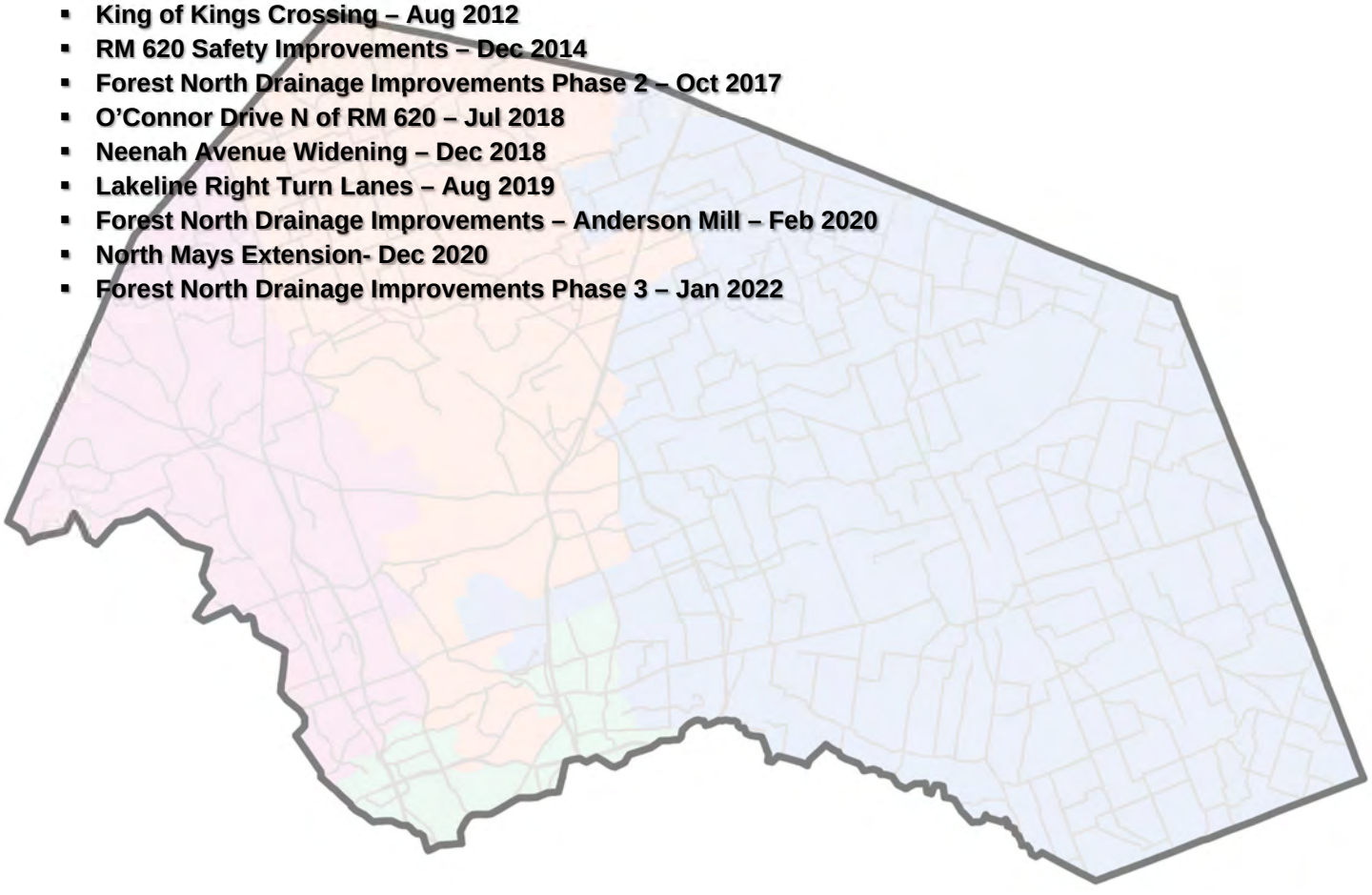
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 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 OCTOBER 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**

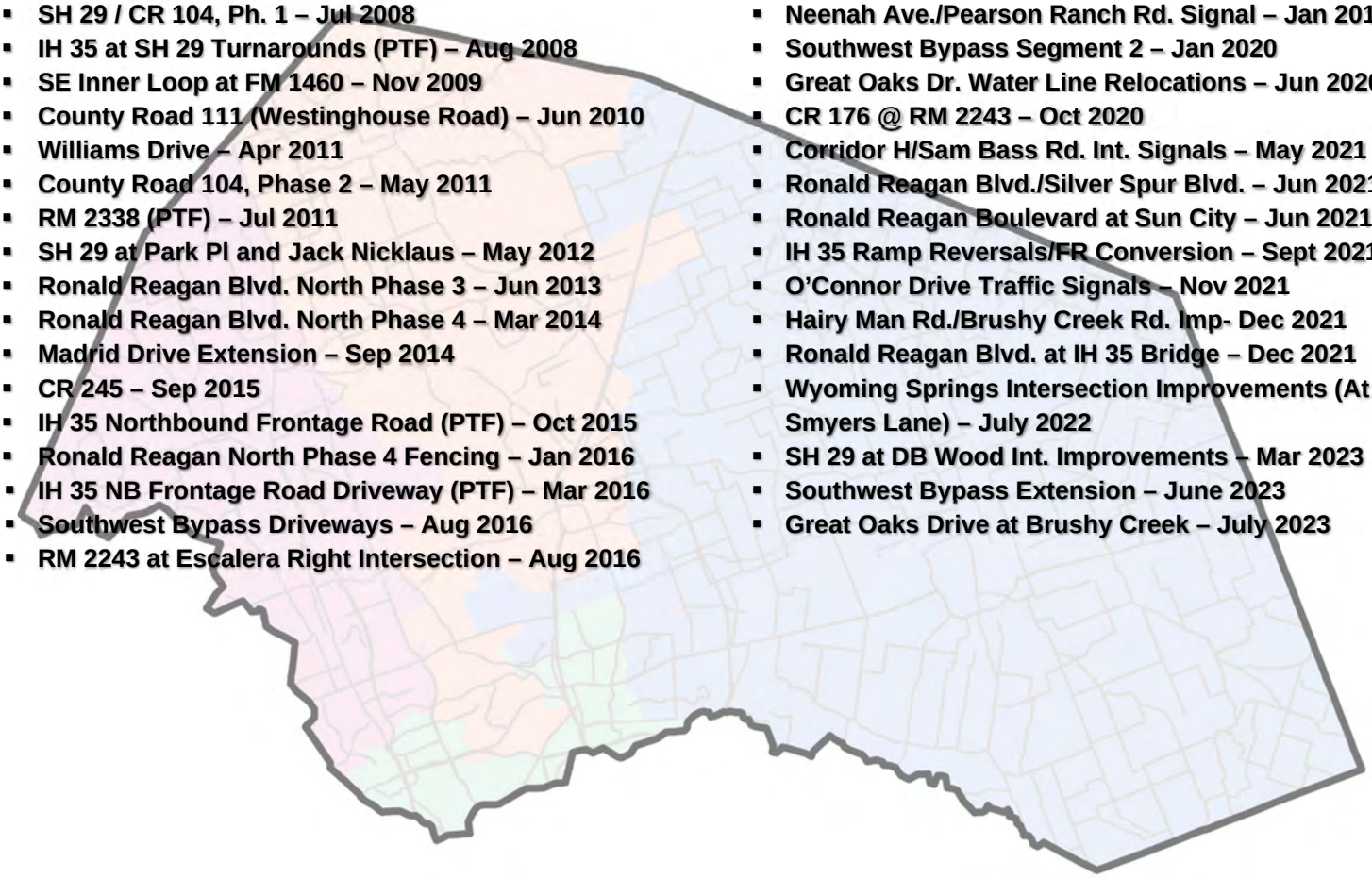
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 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



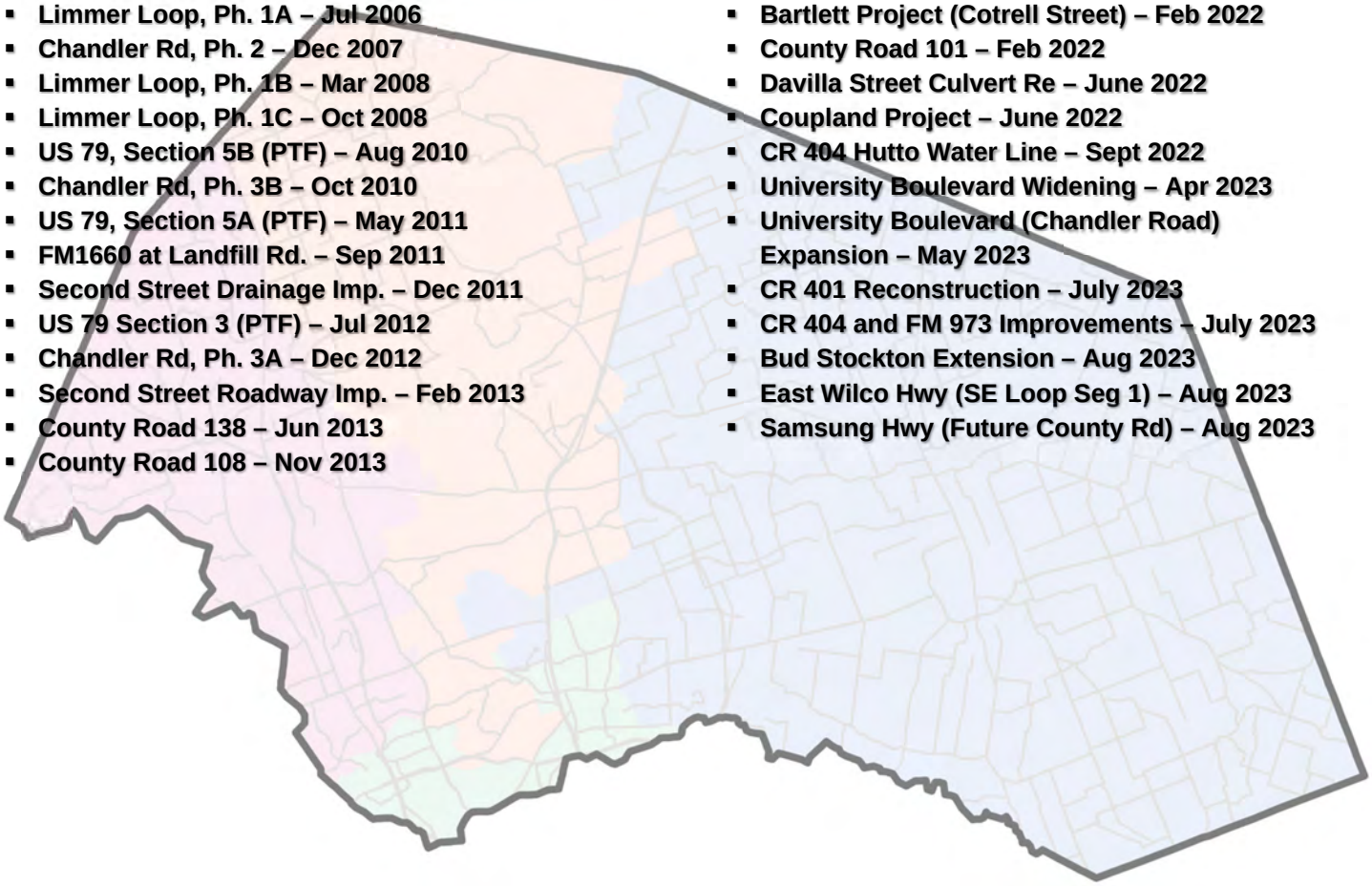
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

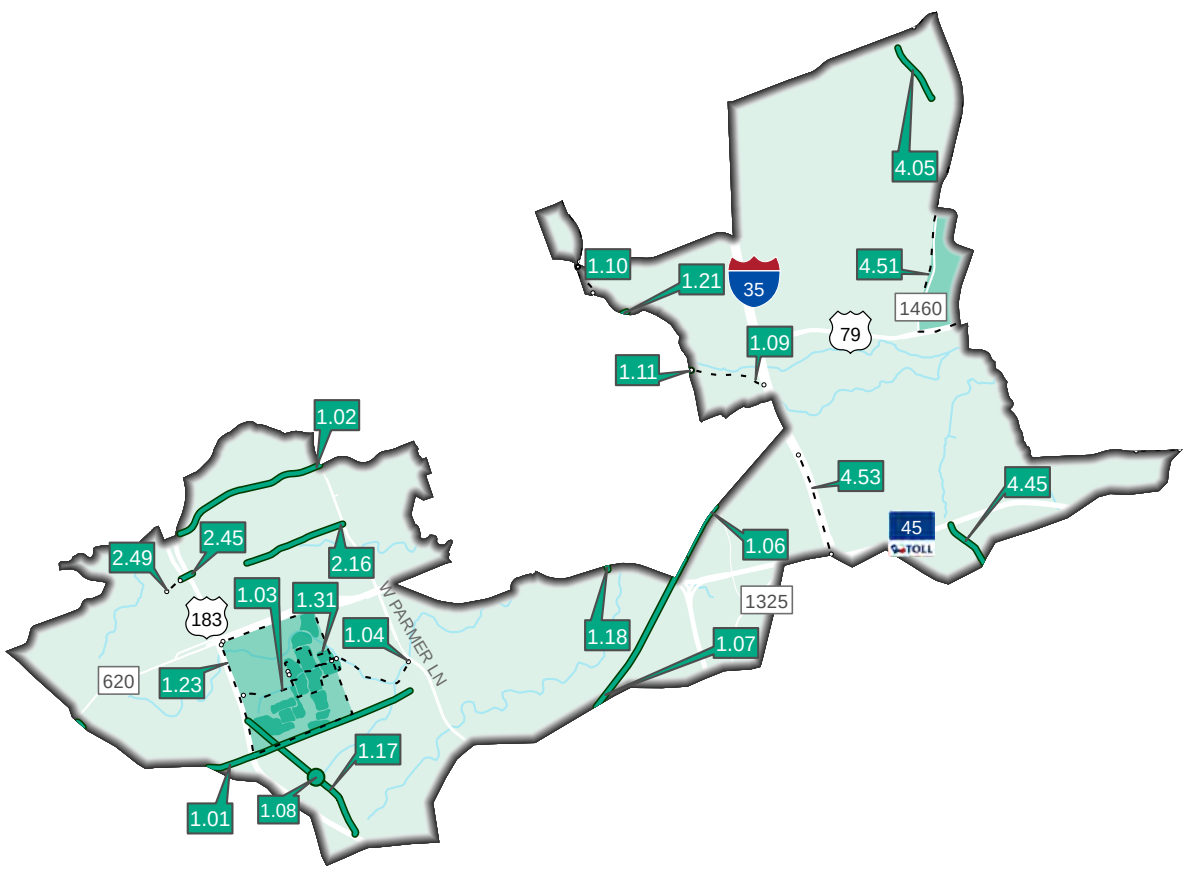
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2023

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



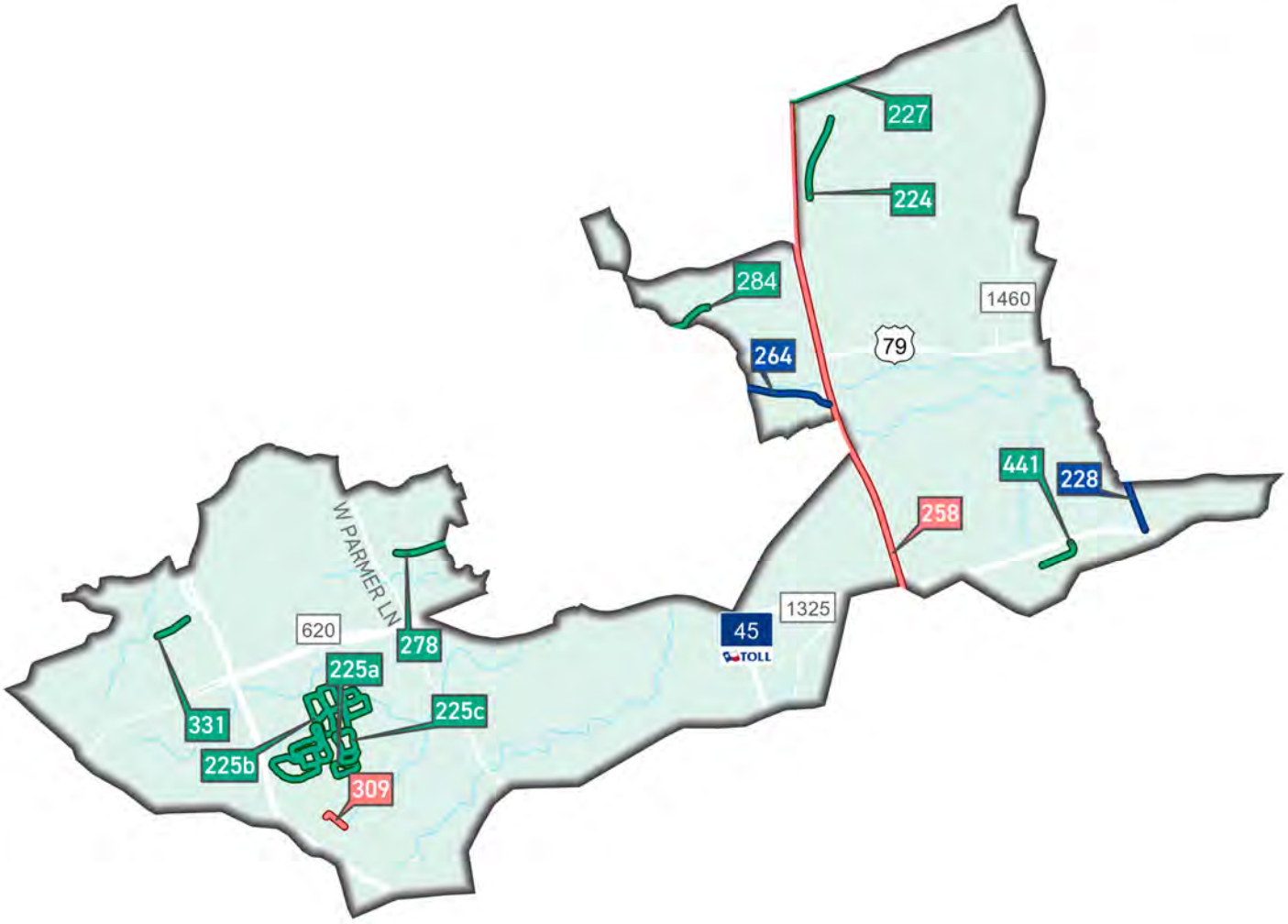
Completed/Open to Traffc

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

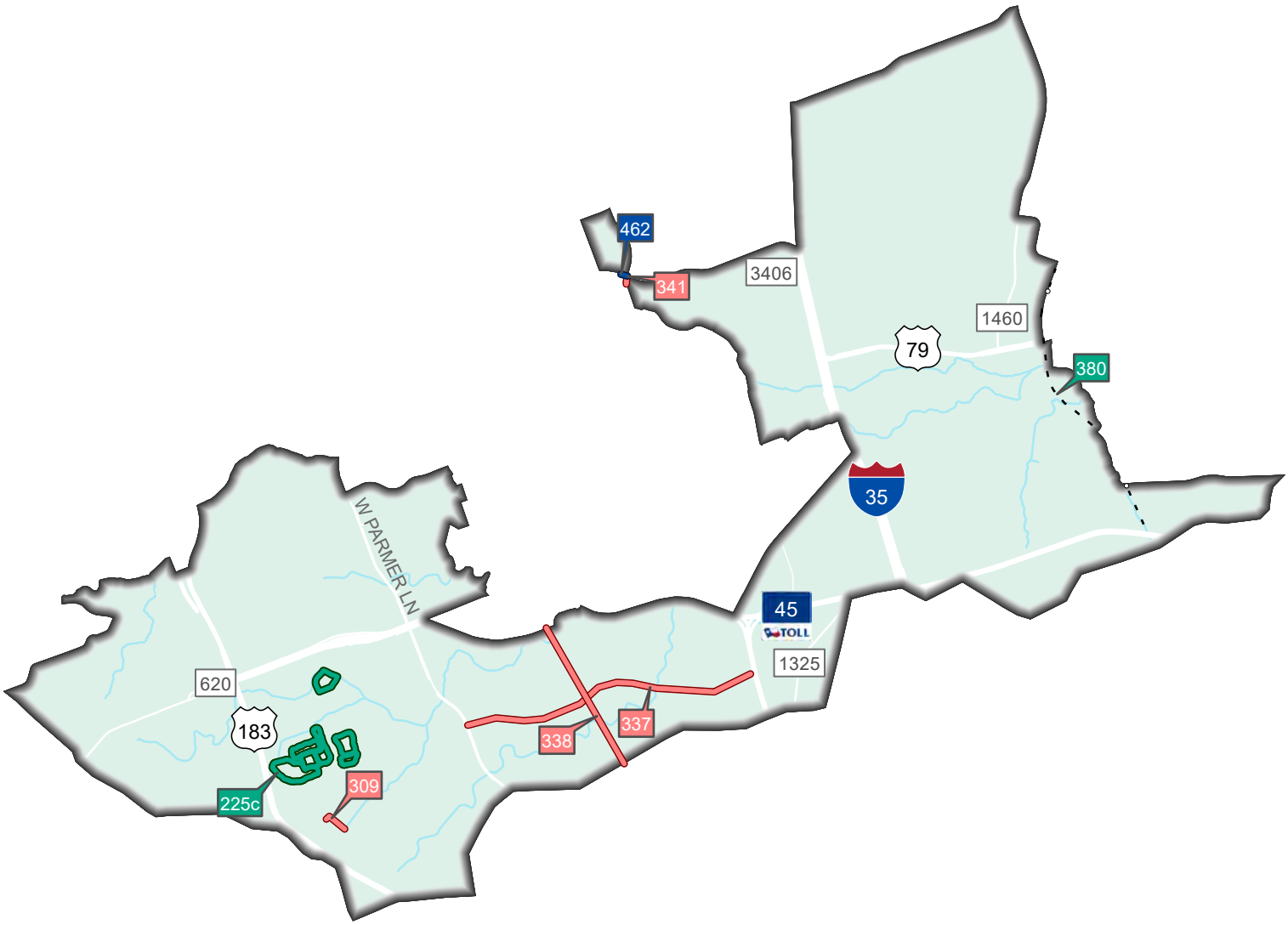
Under Construction/Bidding

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

10/31/2023 Comments - Coordination with Capital Excavation on the remaining City of Round Rock punchlist items is ongoing.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$0.00

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

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

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

Change Order Number	Approved	Cost This CO	Total COs
03	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
04	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

Change Order Number	Approved	Cost This CO	Total COs
05	2/23/2021	$194,528.81	$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

Change Order Number	Approved	Cost This CO	Total COs
6	3/23/2021	$364,733.96	$ 673,035.73

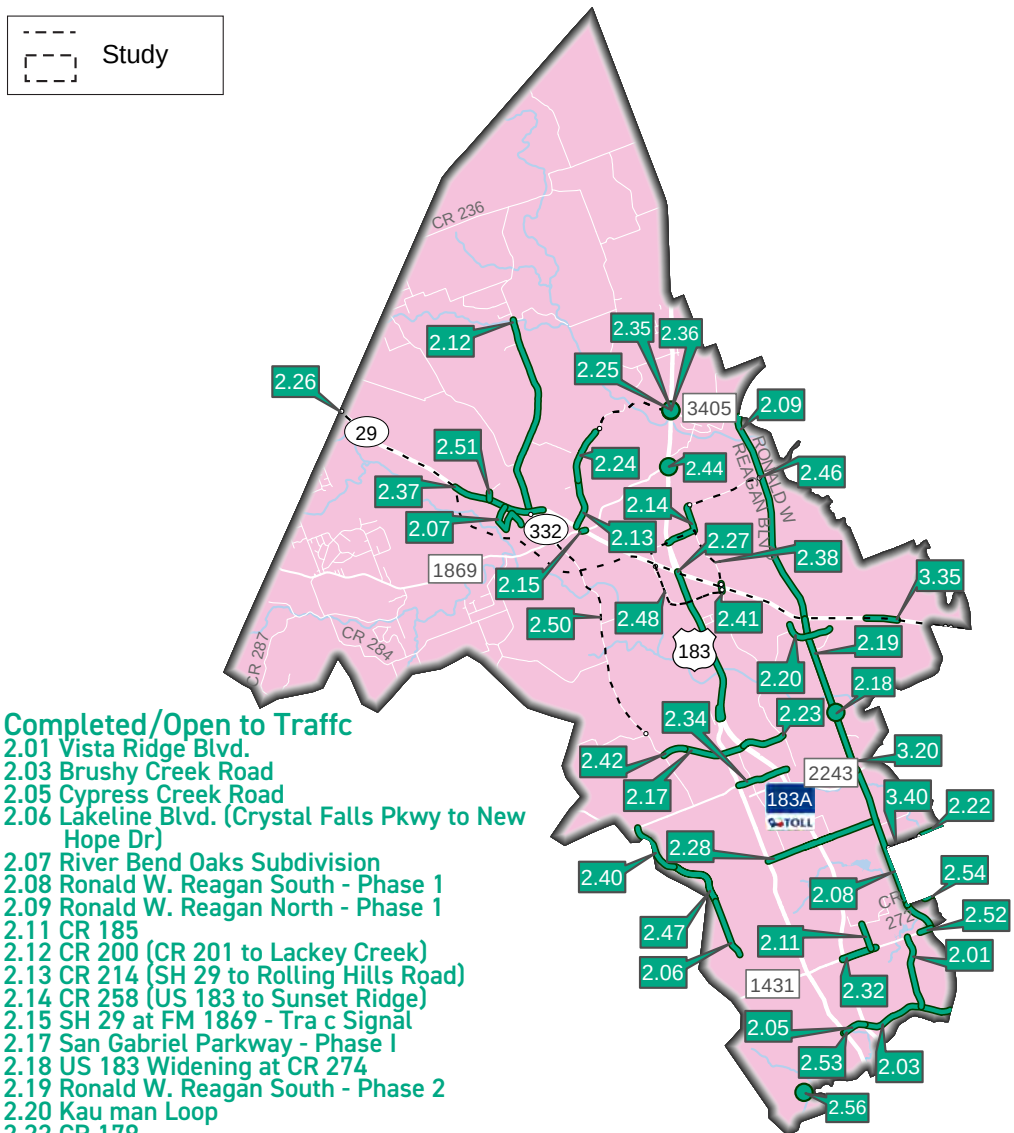
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Change Order Number	Approved	Cost This CO	Total COs
7	4/12/2022	$302,109.20	$ 975,144.93

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

Adjusted Price = $11,750,980.68

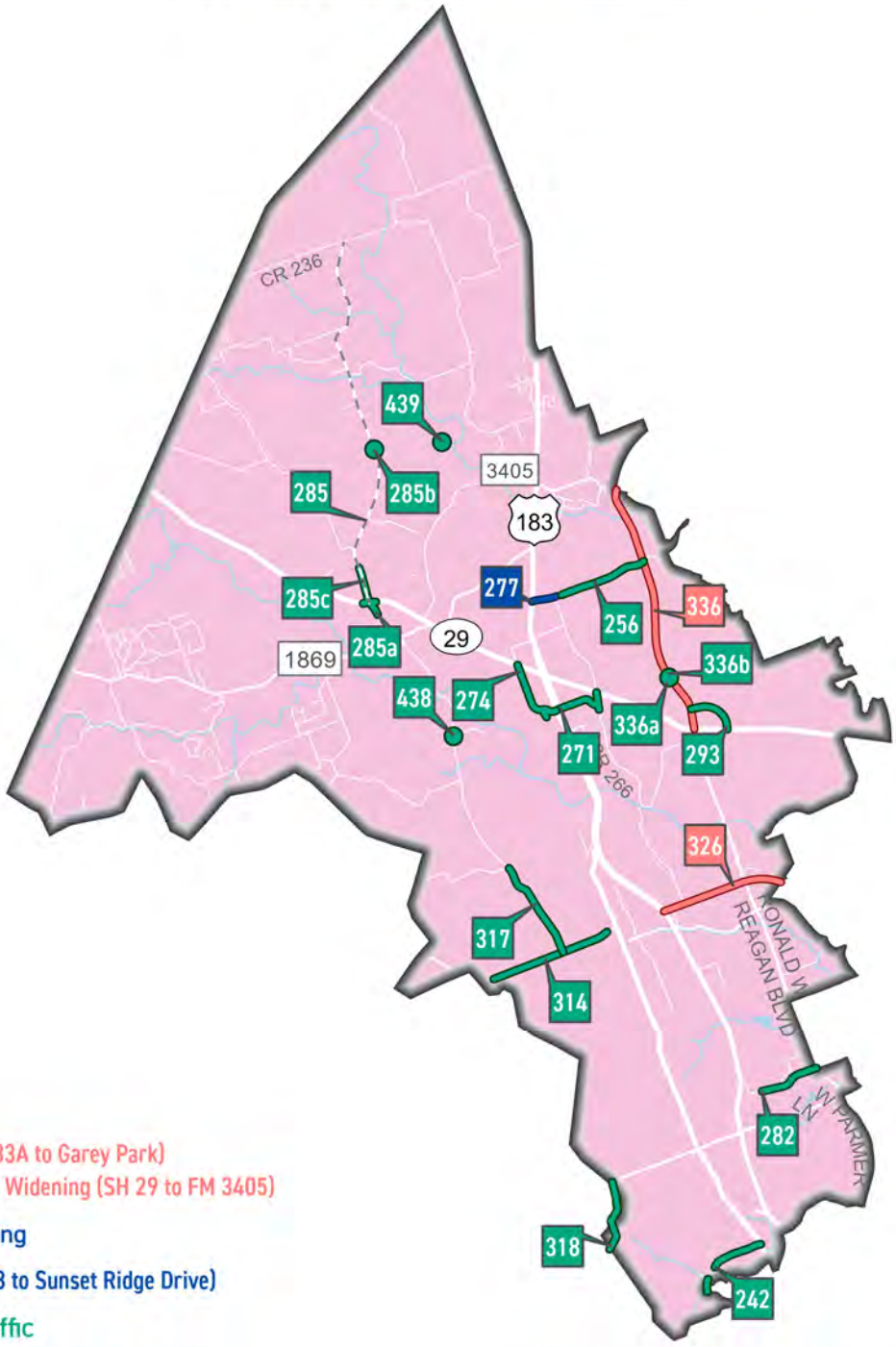
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffc
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Tra c Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic ----
2.26 SH 29 Improvements and Schematic ----
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Tra c Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements ----
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ----
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) ----
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ----
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

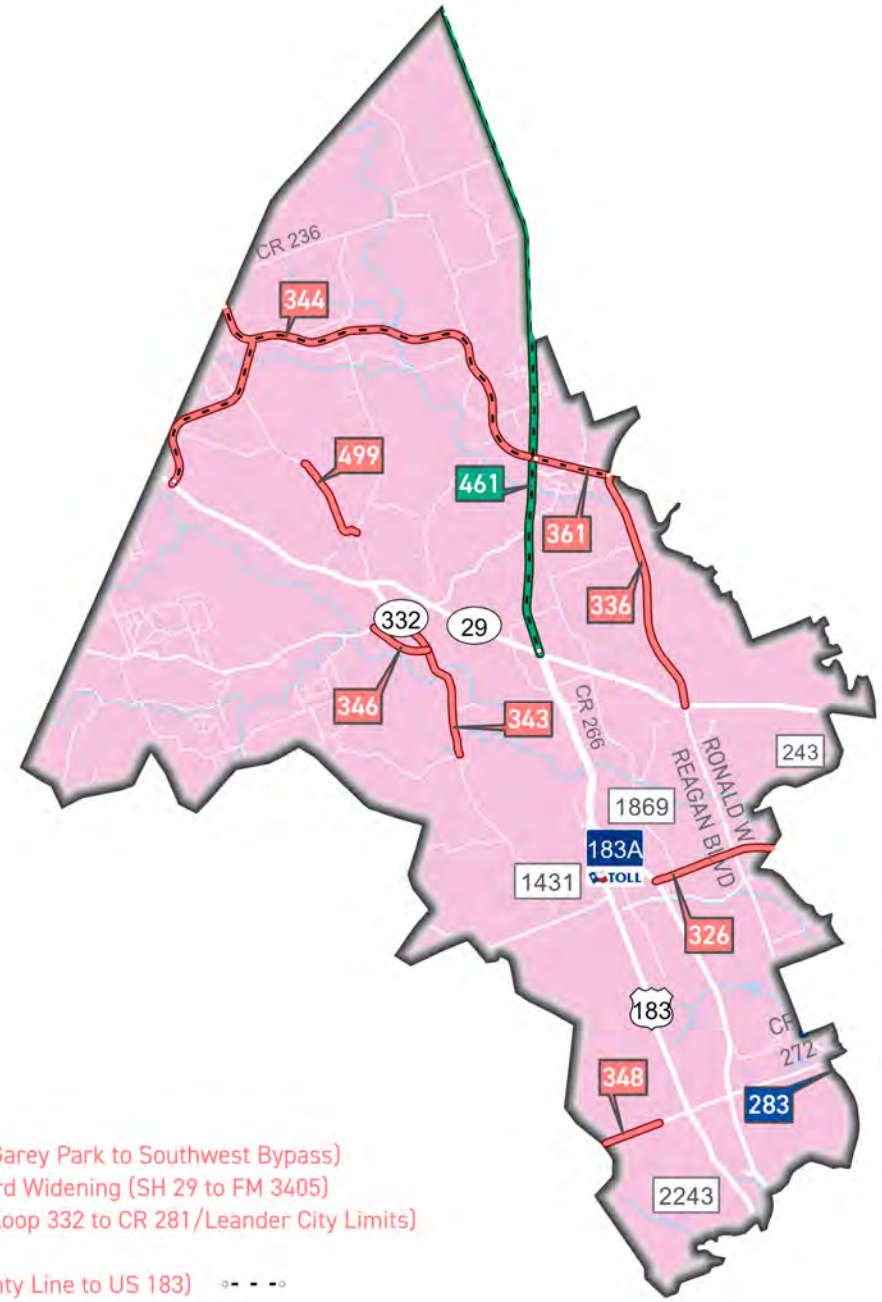
277 CR 258 Extension (US 183 to Sunset Ridge Drive)

Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

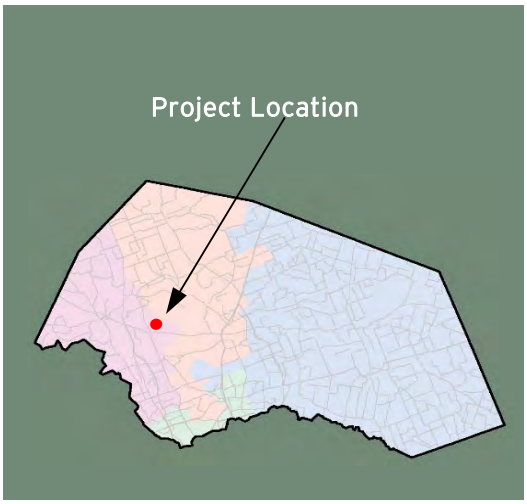
326 RM 2243 Realignment (Garey Park to Southwest Bypass)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road /CR 279 (Loop 332 to CR 281/Leander City Limits) to Sam Bass Road)
344 Corridor I2 (Burnet County Line to US 183)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)

Under Construction/Bidding

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)

Completed/Open to Traffic

461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)



CR 258 Extension
(US 183 to Sunset Ridge Drive)

Project Length: 0.526 Miles
Roadway Classification: Major Collector

Project Schedule: October 2022 - Early 2024
Estimated Construction Cost: $6.7 Million

OCTOBER 2023 IN REVIEW

10/6/2023: Joe Bland Construction (JBC) tested Water Line C and installed the 24-inch drainage pipe across the future Liberty Hill ISD Driveway. JBC continued the embankment for the turn lane widening and completed pouring the concrete riprap in the west ditch along southbound CR 258.

10/13/2023: JBC continued processing embankment for the turn lane widening for Liberty Hill ISD. JBC graded ditches, installed additional silt fences and graded areas for future concrete riprap. Subcontractor BMP installed the metal beam guard fence on the west side of southbound CR 258.

10/20/2023: JBC continued processing embankment at the turn lane widening for Liberty Hill ISD. JBC continued grading ditches, installing additional silt fences, and grading areas for concrete riprap. Subcontractor BMP continued installing metal beam guard fence throughout the project.

10/27/2023: JBC continued processing three lifts of flexible base for the Liberty Hill ISD widening.

Design Engineer: American Structurepoint
Contractor: Joe Bland Construction
Construction Observation: Bruce Thurin, HNTB

Williamson County
Road Bond Program

HNTB

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
11	10/1/2023	10/31/2023	31	$175,527.78	$5,181,427.30	$9,238.30	$272,706.70	82	90

10/31/2023 Comments- The Contractor completed placing and processing flexible base for the turn lane widening for 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

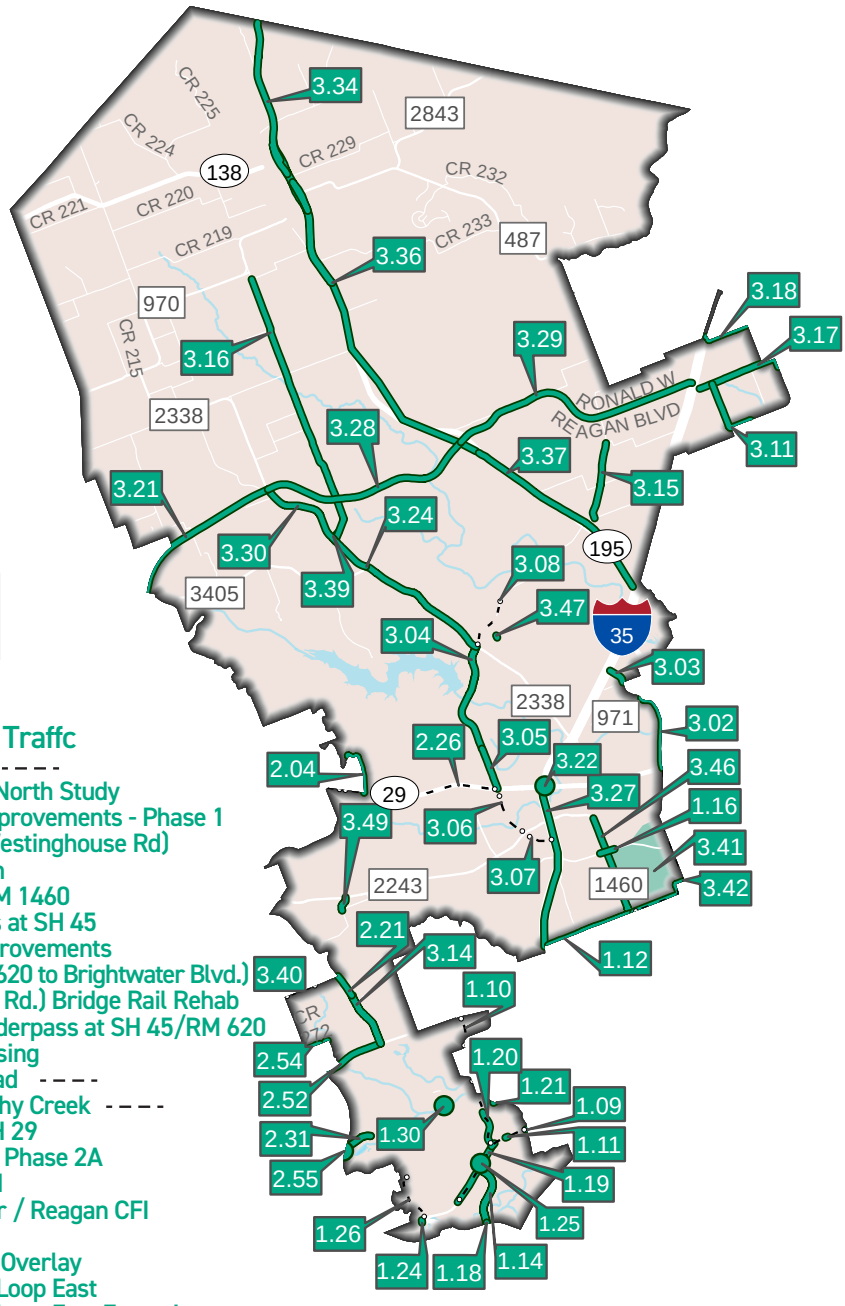
10/31/2023 Comments - Contractor is waiting for delivery of the permanent signal controller.

Change Order Number	Approved	Cost This CO	Total COs
01	5/24/2023	$28,245.75	$ 28,245.75

2. Unadjusted utility (unforeseeable). 2G. Other: This Change Order will add and remove items from the project due to unforeseen changes in field conditions. The project conditions have been altered since the initial design and this Change Order will correct these issues. This Change order will also compensate the contractor for installing a temporary controller so that the signal can be activated immediately rather than waiting on the permanent controller which has a long lead-time for delivery.

Adjusted Price = $245,147.97

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



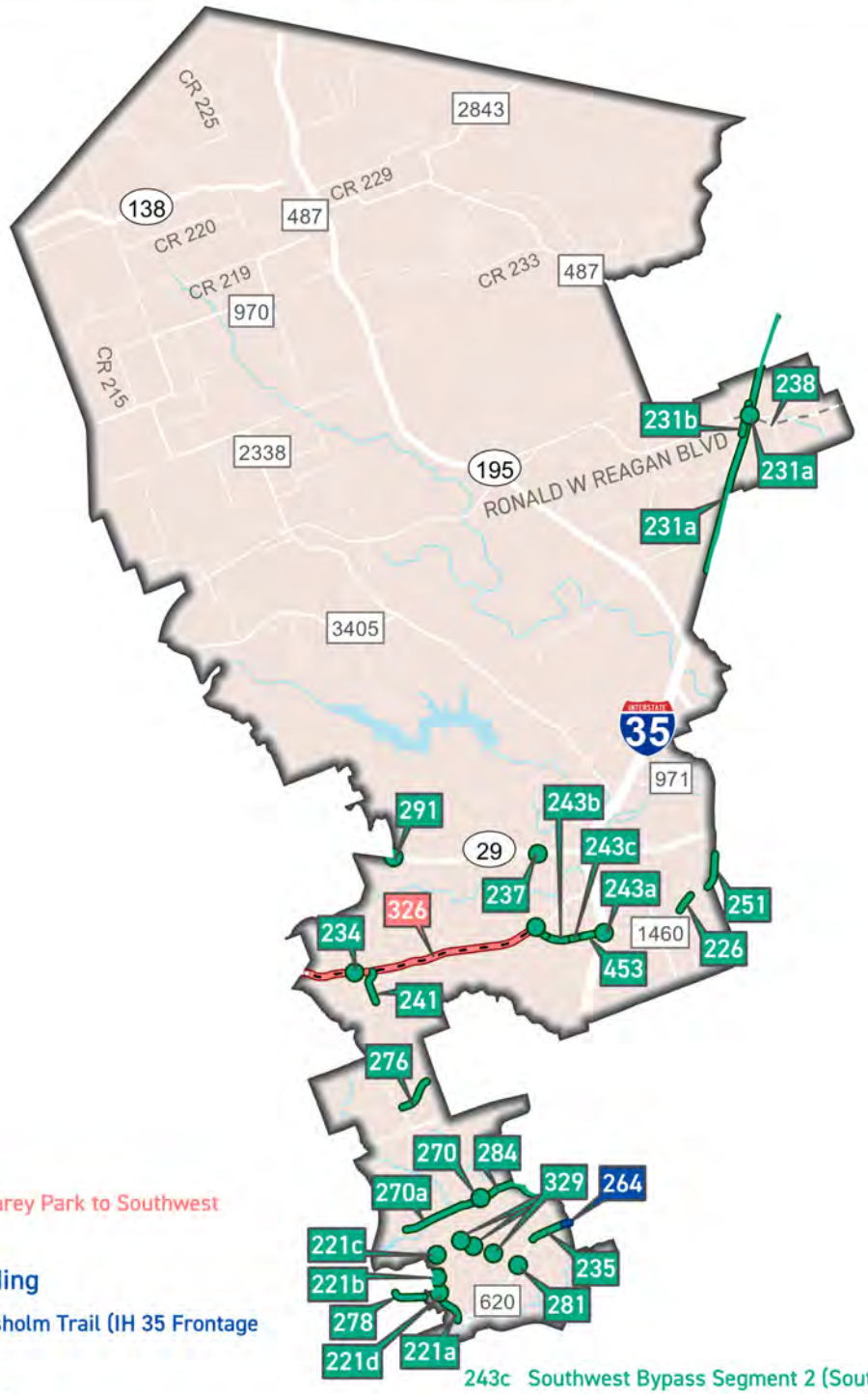
Study

Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)

Under Construction/Bidding

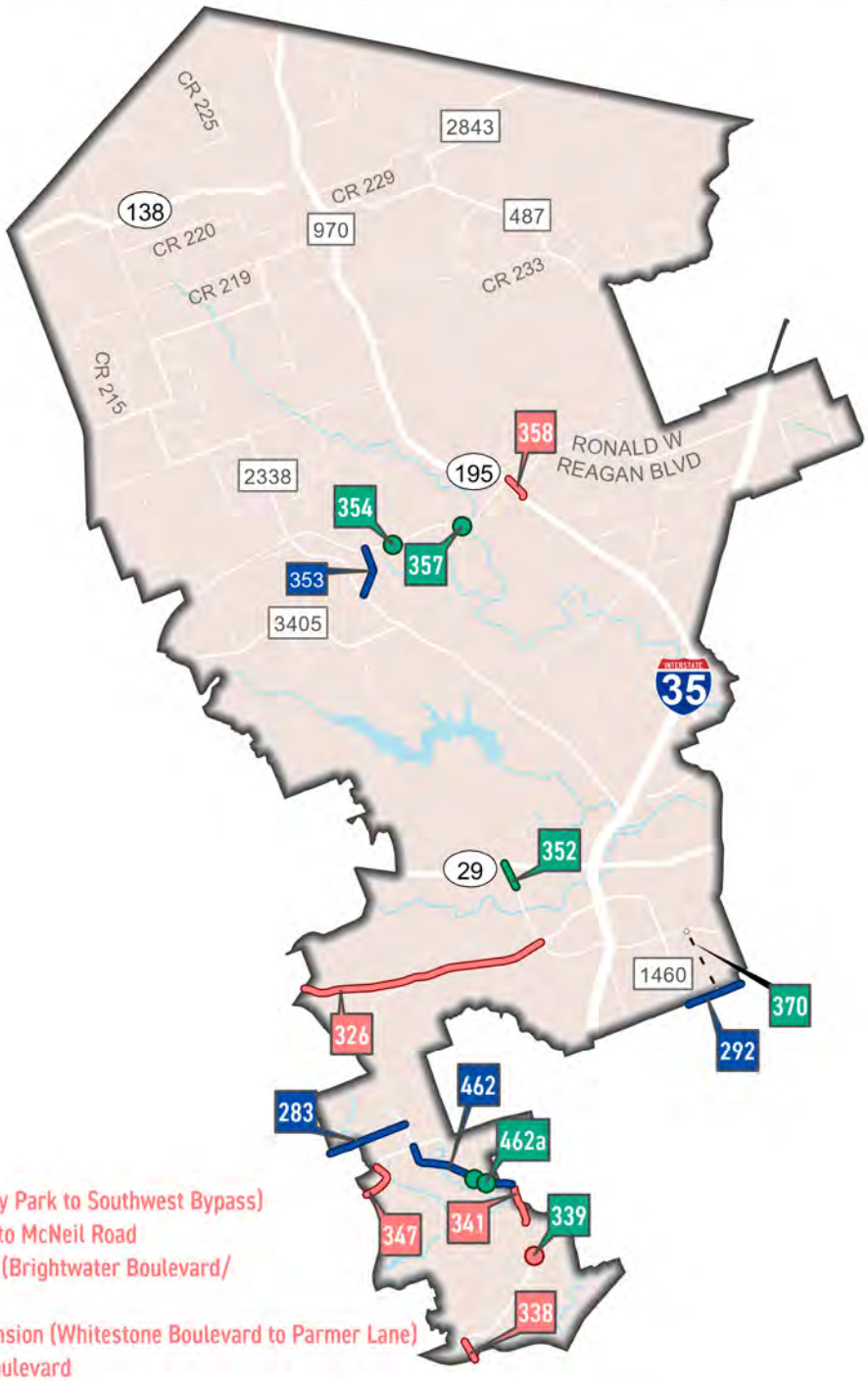
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
270 Great Oaks Drive Bridge at Brushy Creek
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)
338 RM 620/SH 45 intersection to McNeil Road
341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard

Under Construction/Bidding

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
292 CR 111/CR 105 Westinghouse (FM 1460 to SH 130)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

339 Wyoming Springs Intersection Improvements (At Smyers Lane)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)
462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

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	$521,111.23	96	114
24	8/1/2023	8/31/2023	0	$85,268.20	$9,986,381.51	$4,487.80	$525,599.03	97	114
25	9/1/2023	9/30/2023	0	$351,666.54	$10,338,048.05	-$314,618.46	$210,980.57	97	114

10/31/2023 Comments - Contractor is procuring materials to install additional street name 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.

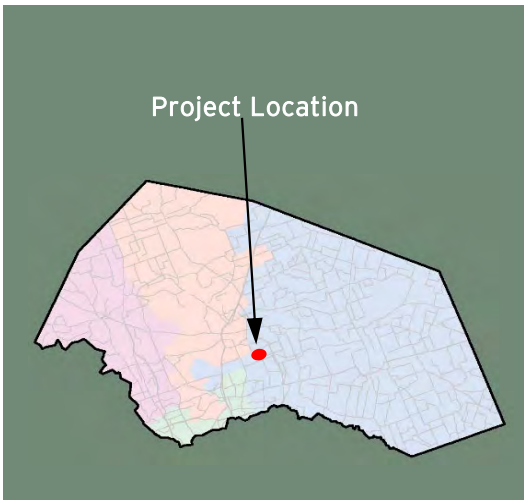
Change Order Number	Approved	Cost This CO	Total COs
07	7/11/2023	9,735.71	247,644.53

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	30,531.08	278,175.61

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 = $10,858,809.72



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

10/6/2023: Capital Excavation relocated the fire hydrant at the culvert east of FM 1460. The contractor formed and placed concrete for the culvert headwall east side of Bell Gin Road.

10/13/2023: Capital Excavation placed concrete rip rap at the culvert east of FM 1460. Capital set forms and tied steel for the headwall footing east of Gateway School. Subcontractor Flasher eliminated and placed pavement markings at the south end of the project and the new intersection of CR 110 and CR 105.

10/20/2023: Capital Excavation placed concrete riprap in the ditch line west of Bell Gin Road. Capital excavated the ditch line at the new headwall and removed the detour south of the intersection of Bell Gin and CR 110. Subcontractor Texas Materials paved asphalt at the CR 105 Spur and the east end of project where the new section ties back into the existing road.

10/27/2023: Capital Excavation formed and poured concrete for riprap in the ditch line east of Bell Gin Road.

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
20	9/1/2023	9/30/2023	30	$371,656.43	$16,330,673.29	$19,560.86	$859,509.12	77	87

10/31/2023 Comments - Contractor formed and poured concrete for curb and gutter and ditch rip rap in various locations throughout the project and continued demolishing the existing CR 110. The Contractor continued excavating subgrade for driveway extensions on CR 110 and poured safety end treatments at CR 105 Spur. The Contractor placed sign foundations at the CR 110 and CR 111 intersection.

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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	59	298

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	11
3	10/1/2022	10/31/2022	31	$460,653.35	$664,965.05	$51,183.71	$73,885.01	17	21
4	11/1/2022	11/30/2022	30	$148,852.80	$813,817.85	$16,539.20	$90,424.21	21	32
5	12/1/2022	12/31/2022	31	$180,500.40	$994,318.25	$20,055.60	$110,479.81	26	42
6	1/1/2023	1/31/2023	31	$308,200.50	$1,302,518.75	$34,244.50	$144,724.31	34	52
7	2/1/2023	2/28/2023	28	$424,385.10	$1,726,903.85	$47,153.90	$191,878.21	45	62
8	3/1/2023	3/31/2023	31	$778,428.08	$2,505,331.93	-$60,018.63	$131,859.58	61	72
9	4/1/2023	4/30/2023	30	$585,017.55	$3,090,349.48	$30,790.39	$162,649.97	76	82
10	5/1/2023	5/31/2023	31	$109,588.94	$3,199,938.42	$5,767.84	$168,417.81	78	93
11	6/1/2023	6/30/2023	22	$220,158.23	$3,420,096.65	$11,587.28	$180,005.09	84	100
12	7/1/2023	7/31/2023	0	$123,360.35	$3,543,457.00	$6,492.65	$186,497.74	87	100
13	8/1/2023	8/31/2023	0	$139,934.87	$3,683,391.87	$7,364.99	$193,862.73	90	100
14	9/1/2023	9/30/2023	0	$130,311.87	$3,813,703.74	-$116,032.04	$77,830.69	90	100
15	10/1/2023	10/20/2023	0	$7,967.34	$3,821,671.08	$162.60	$77,993.29	91	100

10/31/2023 Comments - Contractor is waiting for vegetation to grow and materials for additional signs requested by TxDOT.

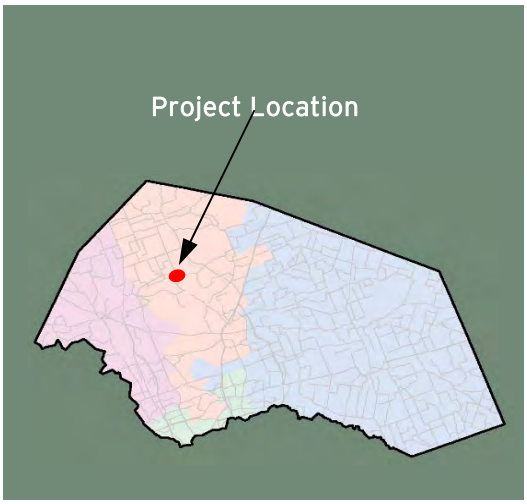
Change Order Number	Approved	Cost This CO	Total COs
01	7/18/2023	3,440.89	3,440.89

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

10/6/2023: Joe Bland Construction (JBC) installed additional environmental controls. Subcontractor Lone Star Paving placed prime coat, seal coat and asphalt on the remaining widening along CR 245 from RM 2338 to Smokestack Lane.

10/13/2023: JBC did not perform any work this week due to utility conflicts.

10/20/2023: JBC continued forming and pouring concrete for the mow strip and drainage structures at the bridge. JBC poured safety end treatments for various driveway culverts. JBC continued excavating the channel along the west side of CR 245.

10/27/2023: Joe Bland Construction began forming for curb and gutter at the Smokestack Lane and Worship Place Church Driveways. JBC installed a combination rail on top of the bridge.

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

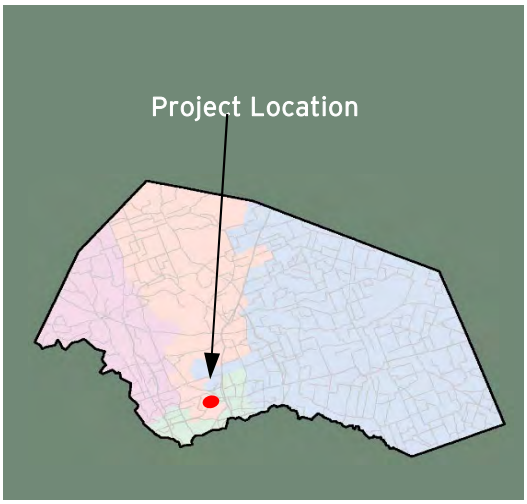
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/10/2023	2/28/2023	19	$143,464.59	$143,464.59	$15,940.51	$15,940.51	2	4
2	3/1/2023	3/31/2023	31	$355,908.11	$499,372.70	$39,545.35	$55,485.86	8	12
3	4/1/2023	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	10/1/2023	10/31/2023	31	$97,202.52	$4,863,484.63	$5,115.92	$255,972.87	73	62

10/31/2023 Comments - Contracor finished pouring concrete for curb and gutter at the Smokestack Lane and the Worship Place Church Driveways. The contractor completed pouring concrete for sidewalks at Smokestack Lane. The Contractor continued to channel excavation and general project clean-up from the Worship Place Driveway to Williams Drive.

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

10/6/2023: Cash Construction poured concrete collars and inverts in the junction boxes for the storm sewer east of Thousand Oaks Drive on the south side of Sam Bass Road. Subcontractor Alpha Paving paved the temporary Thousand Oaks tie-in.

10/13/2023: Cash continued installing box culverts, junction boxes, and poured concrete collars and inverts at the storm sewer east of Walsh Drive on the south side of Sam Bass Road. Cash installed a section of casing and Aqua water line east of Walsh Ranch Drive on the south side of Sam Bass Road. The temporary Thousand Oaks tie-in to Sam Bass Road was opened to traffic.

10/20/2023: Cash began installing the BCMUD water line in the BCMUD water treatment plant yard. Subcontractor CTRB continued boring for the Round Rock water line north of Thousand Oaks Drive. Subcontractor HL Chapman continued the Round Rock 42-inch water line pre-trenching at the Thousand Oaks intersection.

10/27/2023: No work performed this week due to inclement weather.

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
7	10/1/2023	10/31/2023	31	$900,115.81	$4,030,974.94	$100,012.86	$447,886.10	13	23

10/31/2023 Comments - Contractor continued working on the BCMUD water line in the water treatment plant yard. The Contractor continued boring for the Round Rock water line just north of Thousand Oaks Drive and continued pre-trenching for the Round Rock 42-inch waterline at the Thousand Oaks intersection.

Change Order Number	Approved	Cost This CO	Total COs
01	6/27/2023	$ (2,394,078.12)	$ (2,394,078.12)

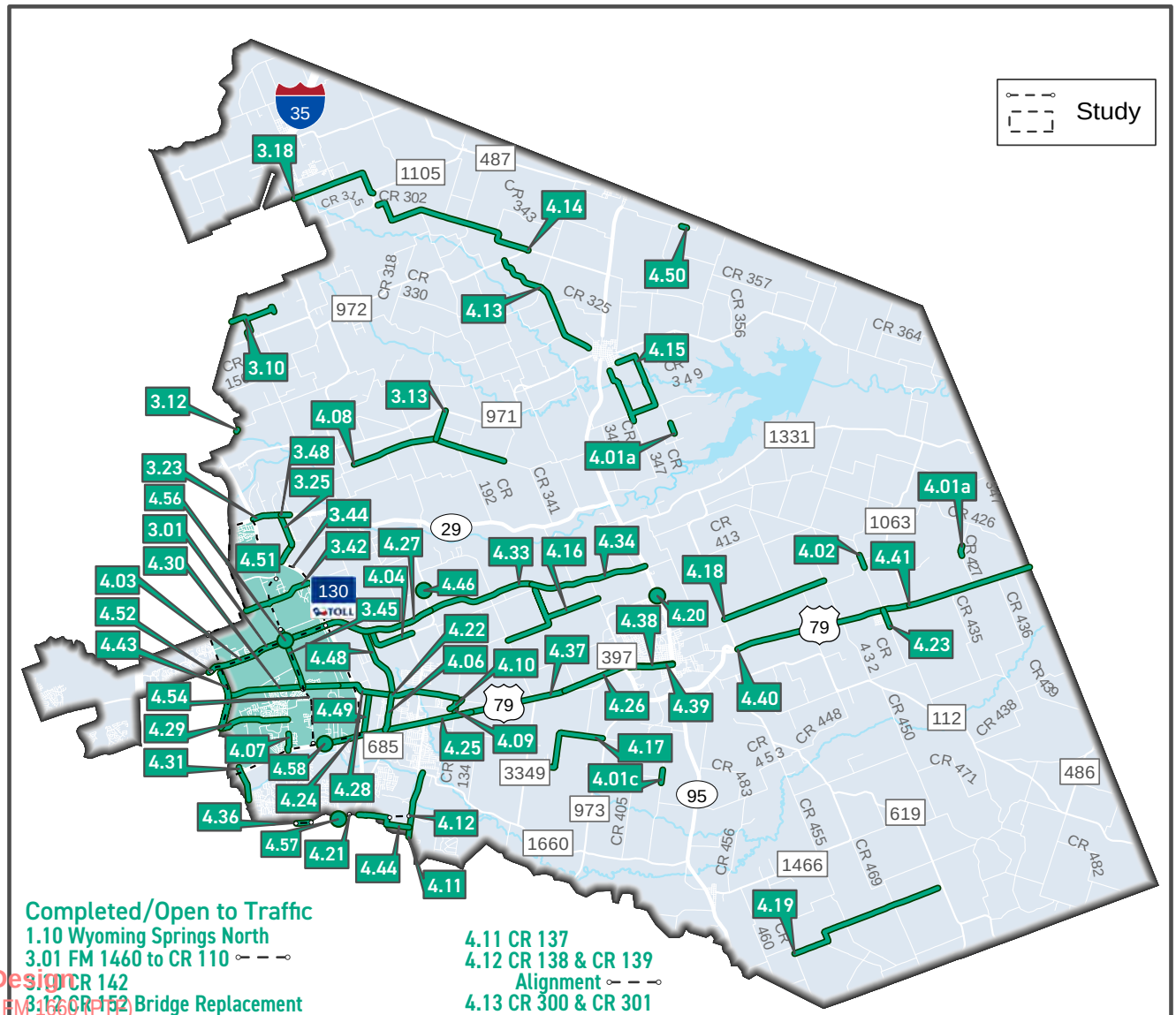
1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered 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

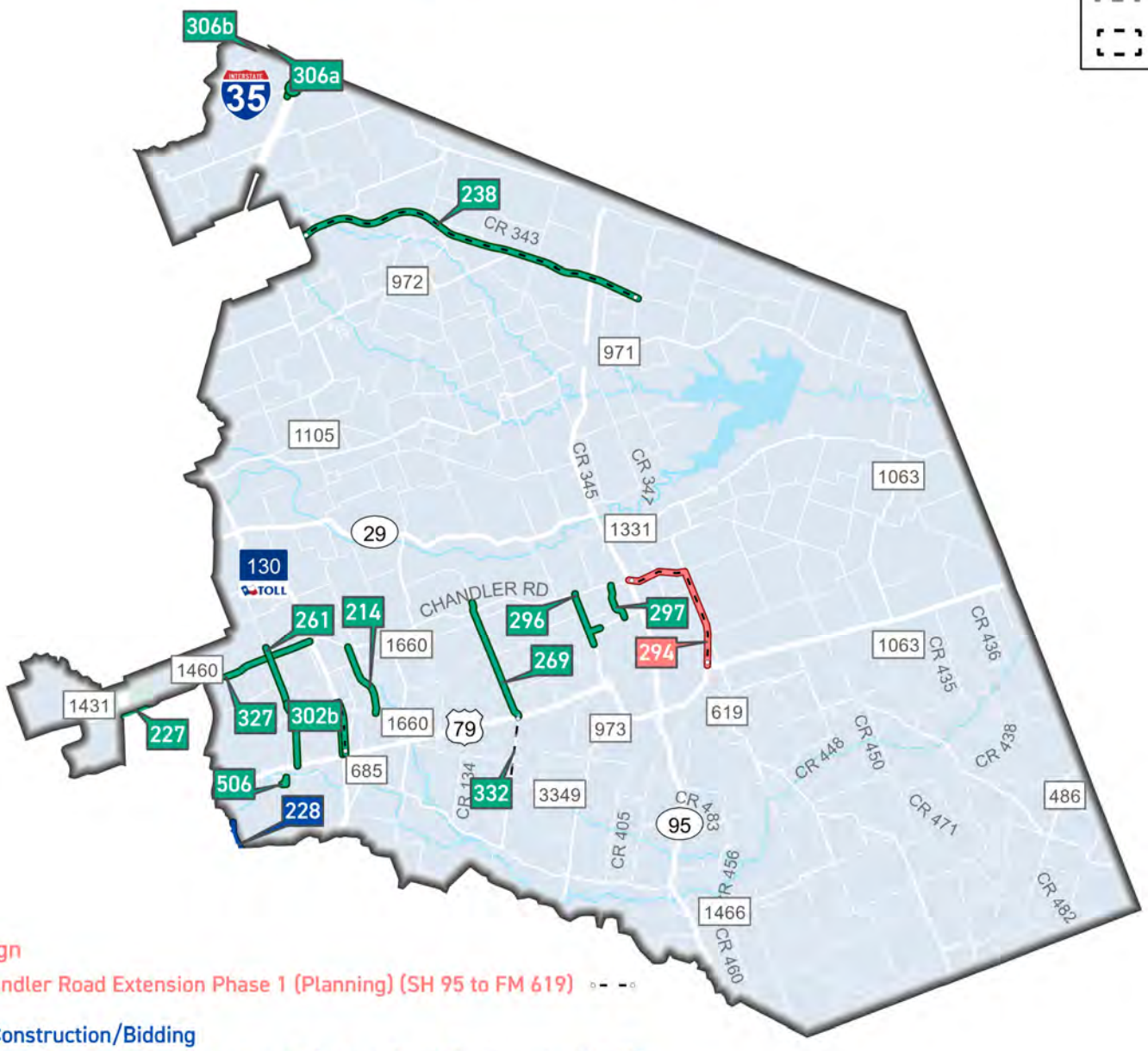
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110
3.11 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (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

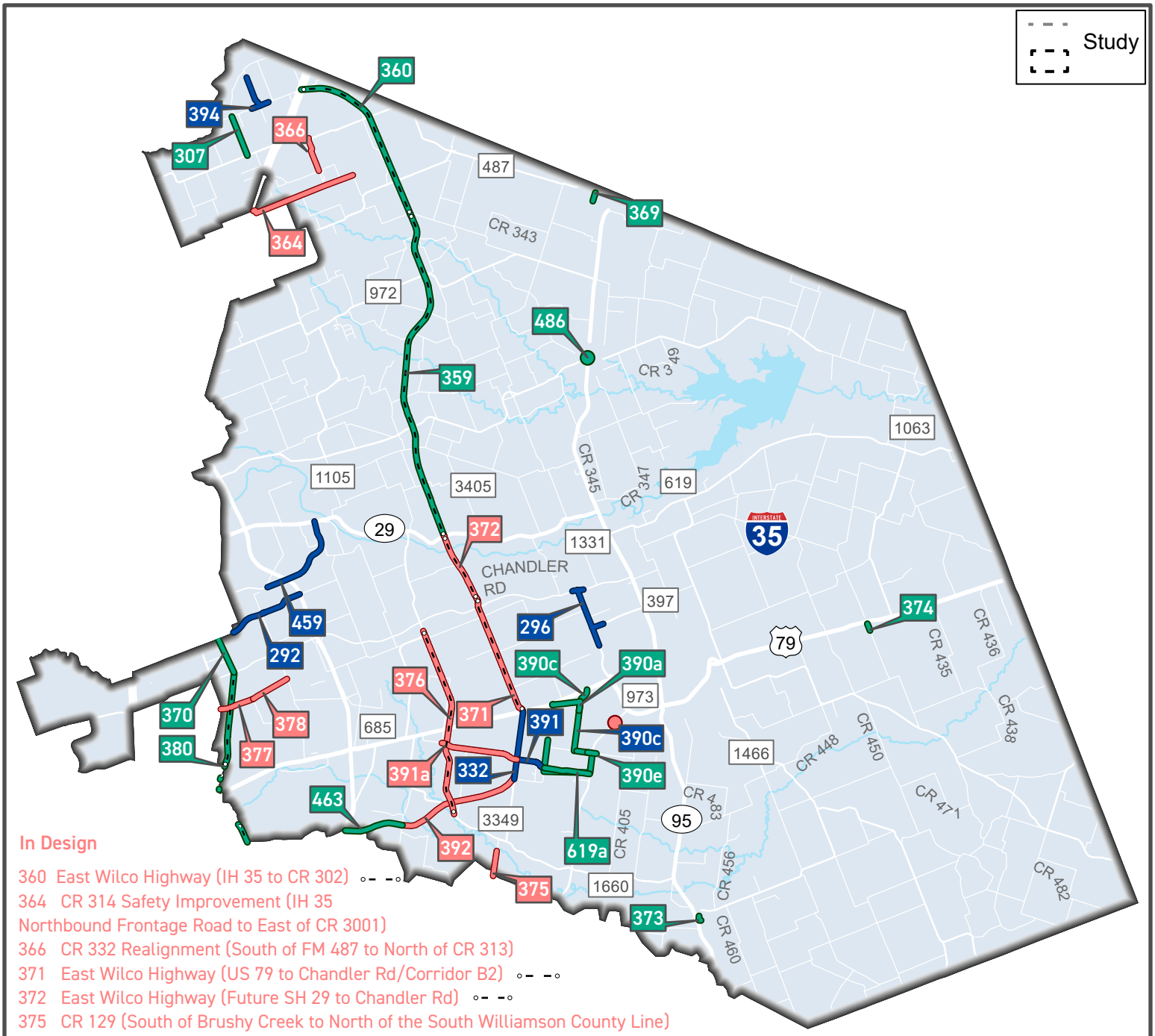
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

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 Corridor C / SH 29 Bypass (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	8/31/2023			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
26	9/1/2023	9/30/2023	0	$84,593.72	$11,050,738.27	$4,452.30	$581,617.80	96	139

10/31/2023 Comments - The Ribbon Cutting Ceremony was held on 10/18/23.

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	7	$760,493.51	$11,778,168.80	$40,025.97	$619,903.62	92	99
17	8/1/2023	8/31/2023	0	$16,945.32	$11,795,114.12	$891.86	$620,795.48	92	99
18	9/1/2023	9/28/2023	0	$543,436.59	$12,338,550.71	-$368,988.32	$251,807.16	93	99

10/31/2023 Comments - Contractor began placing embankment for the roadway between the north end of the Mustang Creek Tributary Bridge and the south side of the Union Pacific Railroad tracks. The Contractor continued water line work at the tie-in on the northwest side of the CR 401 and CR 402 intersection. The contractor anticipates to complete the tie-in installation by mid-December.

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
12	9/1/2023	9/30/2023	5	$339,420.15	$10,563,478.80	-$322,527.15	$215,581.20	94	94

10/31/2023 Comments - Contractor is reworking topsoil and placing soil retention blanket throughout the project. The roadway was opened to traffic on 10/16/23.

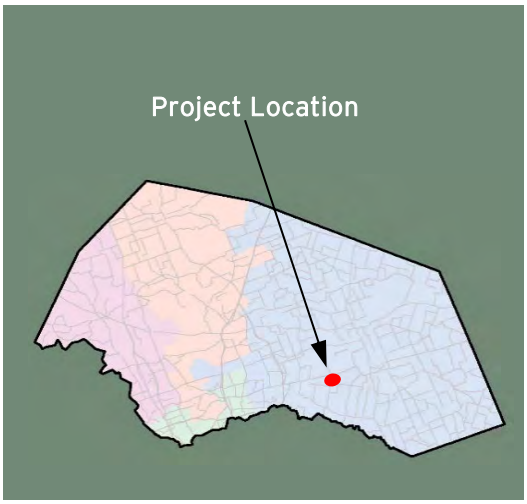
Change Order Number	Approved	Cost This CO	Total COs
01	1/24/2023	41,260.00	$ 41,260.00

1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

Change Order Number	Approved	Cost This CO	Total COs
02	7/18/2023	83,559.50	$ 124,819.50

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds quantities to existing items due to unexpected changes in field conditions, causing overruns on the project. The excavation and embankment quantities had to be adjusted, due to the existing elevations at the west tie-in. The 18-inch and 36-inch drill shafts needed to be extended to ensure the shafts had proper embedment into stable material.

Adjusted Price = $11,414,748.50



East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: $83.7 Million

OCTOBER 2023 IN REVIEW

10/6/2023: James Construction Group (JCG) began removing forms at the Bent 11 cap of the northbound frontage road bridge. Subcontractor ESSI continued installing small signs at the Jug Handle and westbound US 79. Subcontractor Austin Traffic Signals continued installation of battery backups in the signal cabinets and radar detection systems on overhead lines at the Jug Handle.

10/13/2023: JCG poured Boggy Creek Bridge Deck and approach slabs. Patin Construction began working on waterline A south of US 79, moving north excavating and placing 24-inch ductile iron pipe.

10/20/2023: JCG poured the Boggy Creek Bridge deck and approach slabs. JCG continued lime treating and embankment activities along the northbound frontage road.

10/27/2023: JCG poured the Boggy Creek Bridge concrete rail. JCG continued drainage excavation along the southbound frontage road and continued installation of Culvert 1.

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	15	14
7	4/26/2023	5/25/2023	30	$1,672,497.88	$14,654,225.24	$0.00	$0.00	17	16
8	5/26/2023	6/25/2023	31	$3,188,150.58	$17,842,375.82	$0.00	$0.00	21	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	9/30/2023	36	$4,580,138.95	$27,128,207.83	$0.00	$0.00	32	25
12	10/1/2023	10/25/2023	25	$2,969,599.73	$30,097,807.56	$0.00	$0.00	36	27

10/31/2023 Comments - Contractor drilled and dowelled rebar for the Boggy Creek Bridge concrete rail. Contracor continued lime treating subgrade, processing embankment, processing flexible base and installing GeoGrid along the northbound frontage road. Contractor continued drainage excavation along the southbound frontage road and continued installation of culverts 1 and 2. Contractor continued working on water line A south of US 79.

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.

Change Order Number	Approved	Cost This CO	Total COs
06	10/20/2023	130,053.00	854,943.05

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.

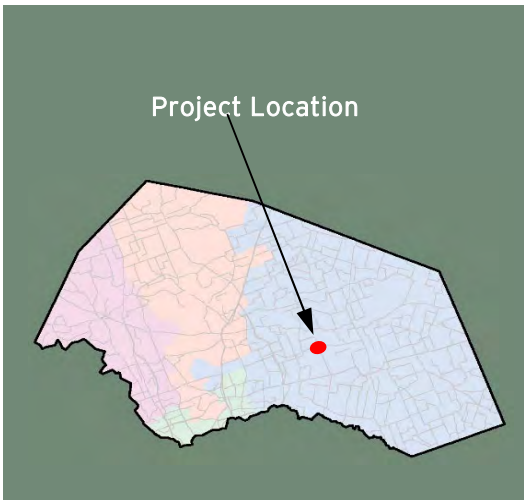
Change Order Number	Approved	Cost This CO	Total COs
07	10/20/2023	661,031.30	1,515,974.35

3F. Additional work desired by the County : This Change Order compensates the contractor for installing 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.

Change Order Number	Approved	Cost This CO	Total COs
08	10/20/2023	327,321.48	1,843,295.83

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

Adjusted Price = $83,784,333.96



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

10/6/2023: James Construction (JCG) continued processing embankment along CR 366. Subcontractor Pike continued relocating Oncor power lines along CR 366. JCG poured flow fill between the box culverts on CR 366.

10/13/2023: JCG continued processing embankment along CR 366 and Chandler Road. The contractor continued roadway excavation of existing CR 366. Subcontractor Patin continued installing the tie-in for the 12-inch City of Taylor waterline. JCG began processing subgrade along CR 366 and Chandler Road.

10/20/2023: JCG continued processing embankment along CR 366 and Chandler Road. The contractor continued lime treating the subgrade along CR 366. JCG began continued subgrade along CR 366 and Chandler Road. The contractor formed and poured various wingwall footings

10/27/2023: JCG continued processing embankment along CR 366 and balancing subgrade along Chandler Road. JCG continued lime treating subgrade along CR 366. JCG formed and poured wingwalls at Culvert 1.

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	10/1/2023	10/31/2023	31	$448,939.28	$7,500,052.55	$49,882.14	$833,339.17	47	58

10/31/2023 Comments - Contractor continued processing embankment along CR 366 and FM 397 and continued to balance subgrade along Chandler Road. Contractor continued lime treating subgrade along CR 366 and removed forms from the wingwalls at Culvert 1.

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	8/14/2023			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
8	9/1/2023	9/30/2023	0	$220,970.36	$5,527,436.67	-$166,482.87	$112,804.83	93	103

10/31/2023 Comments - The Contractor is waiting for sign materials. The LOSA for the traffic signal is being executed by TxDOT. The final design for the traffic signal is complete and was sent to TxDOT for final approval on 10/26/23. The construction work will be added via a change order in November.

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	0	$150,388.70	$4,659,768.61	-$142,238.46	$95,097.25	97	99
9	10/1/2023	10/31/2023	0	$26,065.94	$4,685,834.55	$531.96	$95,629.21	97	99

10/31/2023 Comments - The contractor activated the flashing traffic beacons at each end of the project.

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
7	10/1/2023	10/31/2023	31	$128,916.90	$1,203,534.90	$14,324.10	$133,726.10	48	164

10/31/2023 Comments - Contractor completed processing flexible base on the new phase of CR 305 and placed topsoil on the north side of CR 305. The contractor installed drainage pipe under CR 305.

Adjusted Price = $2,796,832.80

Project Name: Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)
Project No. 23IFB33

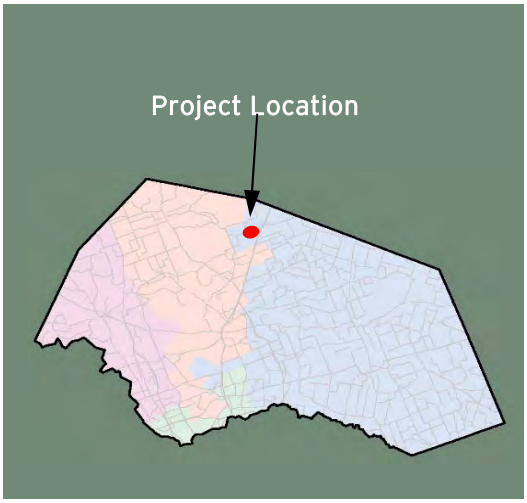
Original Contract Price = $5,139,487.45

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
5	9/1/2023	9/30/2023	30	$1,130,322.24	$4,051,068.31	$59,490.64	$213,214.12	83	51

10/31/2023 Comments - Contractor placed the reflectors on the roadway and painted the stop bars, arrows and words on the roadway at each end of the project.

Adjusted Price = $5,139,487.45



Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Project Length: 2.3 Miles
Roadway Classification: Suburban Arterial

Project Schedule: Fall 2023 - Fall 2025
Estimated Construction Cost: $31.0 Million

OCTOBER 2023 IN REVIEW

10/6/2023: Subcontractor J. Arbor completed placing the silt fence between SH 130 and CR 106. Subcontractor Austin Wood Recycling began removing trees between SH 130 and CR 106 and between CR 106 and Mankins Branch.

10/13/2023: Capital Excavation continued stripping topsoil and stockpiling from West Mankins Branch to SH 130. Subcontractor Austin Wood Recycling continued tree removal from Patriot Way to Mankins Branch Bridge. Capital continued installation of the 8" waterline.

10/20/2023: Capital Excavation continued stockpiling topsoil from CR 106 to SH 29. Capital continued processing embankment material from Patriot Way to SH 130. Subcontractor Austin Wood Recycling completed the tree removal and continued grinding from CR 106 to SH 29.

10/27/2023: Capital Excavation began installing water line along CR 106 and prepared for drill shafts at the Mankins Branch Bridge West.

Design Engineer: Atkins
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

Corridor C / SH 29 Bypass
Project No. 23IFB67

Original Contract Price = $30,540,848.03

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/15/2023	8/22/2023	9/20/2023	9/30/2023				973		973

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/30/2023	9/30/2023	1	$1,397,211.48	$1,397,211.48	$155,245.72	$155,245.72	5	0

10/31/2023 Comments - Contractor began processing and compacting embankment from Patriot Way to the SH 130 west limits. The contractor began working on cuts for drill shaft operations at the Mankins Branch Bridge. Contractor began forming the reinforced steel cages for the 18-inch and 36-inch diameter drill shafts.

Adjusted Price = $30,540,848.03

Meeting Date: 11/21/2023

Approval of Purchase of Two (2) Model Year 2024 GMC Sierra 1500 Trucks from Gunn Buick GMC, Ltd for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase #202469, for two (2) Model Year 2024 GMC 1500 Sierra Trucks from Gunn Buick GMC, in the amount of $44,716.75 each, totaling $89,433.50, pursuant to Buyboard Contract #601-19.

Background

Approval of this purchase will support the Road and Bridge Department. Fleet Services and Budget Department have both reviewed and approved this purchase. The vehicles are for new positions and not replacing old units. Positions are Foreman and Operator IV. Funding Source: 01.0200.0210.005700 and approved in the FY24 budget. Department contact is Shea Webb.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/16/2023 10:21 AM
County Judge Exec Asst.	Becky Pruitt	11/16/2023 10:30 AM
Form Started By: Gretchen Glenn		Started On: 11/06/2023 11:09 AM
Final Approval Date: 11/16/2023		

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 10/31/2023
Buyer's Name WILLIAMSON COUNTY
Co-Buyer's Name _____
Business Name WILLIAMSON COUNTY
Address 710 S Main
City & State Georgetown Zip 78626
Home Phone _____ Bus. Phone (512) 943-1100
Cell Phone (512) 943-1100 E-Mail kevin.teller@wilco.org
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Your Friends At Gu SalesPerson 1 ID # _____
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 # In Bound/orde Vin # _____
Year 2024 Make GMC
Model Sierra 1500 Model Trim Pro
Miles _____ Color White
M.S.R.P. $49,675.00 Discount $5,332.00 O.S.P. $44,343.00

Dealer Installed Accessories *

1.	Delivery Fee	$150.00
2.	Buy Board Fee $400 per PO 1/2	$200.00
3.		
4.		
5.		
6.		
7.	Buy Board Contract#601-19	

Selling Price	$44,343.00
Plus Owed Accessories	$350.00
Selling Price w/ Accessories	$44,693.00
Sales Services Fee	
Trade-In Appraised Value	$0.00
Factory Rebate(s), if any	
Sub-Total	$44,693.00
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	$44,716.75
Deposit Receipt #	
Cash Down Receipt #	$0.00
Amount to Finance	$44,716.75

X 2

$89,433.50

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 10/31/2023 ____ Buyer's / Co-Buyer's Signature: _____ Accepted _____

Commissioners Court - Regular Session **76.**

Meeting Date: 11/21/2023

Approval of the Purchase of One (1) 2024 GMC Sierra 1500 and One (1) 2024 GMC Sierra 2500HD Trucks from Gunr Buick GMC, LLC for Road and Bridge

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase #202472 for one (1) Model Year 2024 GMC Sierra 1500 Double Cab truck in the amount of $41,586.65 and one (1) Model Year 2024 GMC Sierra 2500HD Double Cab Truck in the amount $47,856.40 from Gunn Buick GMC totaling $89,443.50, pursuant to Buyboarad Contract #601-19 and Williamson County Contract

Background

Approval of this purchase will support the Williamson County Road and Bridge Department. The GMC Sierra 1500 will replace unit #UB1539. The GMC Sierra 2500HD will replace unit #UB1551. Funding Source is 01.0200.0210.005700 as per FY24 budget. Department contact: Shea Webb,

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/16/2023 10:22 AM
County Judge Exec Asst.	Becky Pruitt	11/16/2023 10:33 AM
Form Started By: Gretchen Glenn		Started On: 11/09/2023 04:00 PM
Final Approval Date: 11/16/2023		

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 10/31/2023
Buyer's Name WILLIAMSON COUNTY
Co-Buyer's Name _____
Business Name WILLIAMSON COUNTY
Address 710 S Main
City & State Georgetown Zip 78626
Home Phone _____ Bus. Phone (512) 943-1100
Cell Phone (512) 943-1100 E-Mail kevin.teller@wilco.org
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Your Friends At Gu SalesPerson 1 ID # _____
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 # In Bound Units Vin # _____
Year 2024 Make GMC
Model Sierra 1500 Model Trim Pro
Miles _____ Color White
M.S.R.P. $46,455.00 Discount $5,042.10 O.S.P. $41,412.90

Dealer Installed Accessories *

1.	Delivery Fee	$150.00
2.	Plus Buy Board Fee $400 per PO	$0.00
3.		
4.		
5.		
6.		
7.	Buy Board Contract#601-19	

Selling Price	$41,412.90
Plus Owed Accessories	$150.00
Selling Price w/ Accessories	$41,562.90
Sales Services Fee	
Trade-In Appraised Value	$0.00
Factory Rebate(s), if any	
Sub-Total	$41,562.90
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	$41,586.65
Deposit Receipt #	
Cash Down Receipt #	$0.00
Amount to Finance	$41,586.65

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 10/31/2023 ____ Buyer's / Co-Buyer's Signature: _____ Accepted _____

Gunn Buick GMC, Ltd
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

Williamson County

Prepared For: Kevin Teller 2024 GMC 1500 Double Cab TM4X4

[Fleet] 2024 GMC Sierra 1500 (TK10753) 4WD Double Cab 147" Pro (3)

Gunn Buick GMC, Ltd
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 1500 (TK10753) 4WD Double Cab 147" Pro (3) (Complete)

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 1500 (TK10753) 4WD Double Cab 147" Pro — MSRP:$44,300.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, TurboMax

Transmission, 8-speed automatic, (Column shifter) electronically controlled

OPTIONS

CODE	MODEL		MSRP
TK10753	[Fleet] 2024 GMC Sierra 1500 (TK10753) 4WD Double Cab 147" Pro		$44,300.00
	OPTIONS		
1SA	Pro Preferred Equipment Group		$0.00
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
CTT	Hitch Guidance	Inc.	
DLF	Mirrors, outside heated power-adjustable	Inc.	
FE9	Emissions, Federal requirements		$0.00
G80	Auto-locking rear differential		$395.00
GAZ	Summit White		$0.00
GU6	Rear axle, 3.42 ratio		$0.00
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo		$0.00
K34	Cruise control, steering wheel-mounted	Inc.	
KW5	Alternator, 220 amps	Inc.	
L3B	Engine, TurboMax		$0.00
MFC	Transmission, 8-speed automatic, (Column shifter) electronically controlled		$0.00
NZZ	Skid Plates		$150.00
PCI	Convenience Package	Inc.	

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Data Version: 20834. Data Updated: Oct 30, 2023 6:38:00 PM PDT.

Gunn Buick GMC, Ltd
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 1500 (TK10753) 4WD Double Cab 147" Pro (3) (✓ Complete)

PEB	Pro Value Package		$1,465.00
QBN	Tires, 255/70R17 all-season, blackwall		$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall		$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver		$0.00
UF2	LED Cargo Area Lighting	Inc.	
VQ2	Fleet processing option		$0.00
Z82	Trailering Package	Inc.	
___	Option/package discount		($1,850.00)
	SUBTOTAL		**$44,460.00**
	Adjustments Total		$0.00
	Destination Charge		$1,995.00
	TOTAL PRICE		**$46,455.00**

FUEL ECONOMY

Est City:17 MPG

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

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[Fleet] 2024 GMC Sierra 1500 (TK10753) 4WD Double Cab 147" Pro (3) (✓ Complete)

Standard Equipment

Package	
	GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)
Mechanical	
	Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)
	Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) TurboMax engine.) (STD)
	GVWR, 7000 lbs. (3175 kg) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine. Requires Double Cab 4WD model and (L84) 5.3L EcoTec3 V8 engine.)
	Rear axle, 3.42 ratio (Included and only available with (L3B) TurboMax engine.)
	Push Button Start
	Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)
	Transfer case, single speed, electronic Autotrac with push button control (4WD models only)
	Suspension Package, Standard
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) TurboMax engine.)
	Frame, fully-boxed, hydroformed front section
	Recovery hooks, front, frame-mounted, Black (Included with 4WD models or included on 2WD models with (PQA) 1SA Safety Plus Package or (WPB) Graphite Edition. Available on 2WD models as a free flow option.)
	Cargo tie downs (12), fixed
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Capless Fuel Fill
	Exhaust, single outlet
	Exhaust, aluminized stainless-steel muffler and tailpipe
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)
	Tires, 255/70R17 all-season, blackwall (STD)

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[Fleet] 2024 GMC Sierra 1500 (TK10753) 4WD Double Cab 147" Pro (3) (✓ Complete)

Exterior	
	Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
	Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)
	Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)
	CornerStep, rear bumper
	Grille (Chrome header with flat black grille insert bars)
	Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps
	IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)
	Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light
	Mirrors, outside manual, Black (Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
	Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
	Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
	Tailgate and bed rail protection caps, top
	Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
	Door handles, Black grained
Entertainment	
	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Bluetooth for phone connectivity to vehicle infotainment system
	Wireless, Apple CarPlay / Wireless Android Auto
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

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[Fleet] 2024 GMC Sierra 1500 (TK10753) 4WD Double Cab 147" Pro (3) (✓ Complete)

Interior

	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Steering wheel, urethane
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Compass, located in instrument cluster
	Exterior Temperature Display, located in radio display
	Brake lining wear indicator
	Windows, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available on Regular Cab models.)
	Door locks, power
	Remote Keyless Entry
	USB Ports, 2, Charge/Data ports located on instrument panel
	Power outlet, front auxiliary, 12-volt
	Air conditioning, single-zone manual
	Air vents, rear (Not available with Regular Cab model.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
	GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Interior

	Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)
	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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[Fleet] 2024 GMC Sierra 1500 (TK10753) 4WD Double Cab 147" Pro (3) (✓ Complete)

Safety-Interior

	OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)
	Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)
	Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)
	Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)
	Seat Belt Adjustable Guide Loops, front row only (Included and only available with Crew Cab or Double Cab models.)
	Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)
	Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Rear seat belt warning (Requires Crew Cab or Double Cab model.)
	3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Safety-Mechanical

	Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

	Daytime Running Lamps, LED signature lighting

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[Fleet] 2024 GMC Sierra 1500 (TK10753) 4WD Double Cab 147" Pro (3) (✓ Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Sierra TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Sierra TurboMaxTM engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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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 10/31/2023
Buyer's Name WILLIAMSON COUNTY
Co-Buyer's Name _____
Business Name WILLIAMSON COUNTY
Address 710 S Main
City & State Georgetown Zip 78626
Home Phone _____ Bus. Phone (512) 943-1100
Cell Phone (512) 943-1100 E-Mail kevin.teller@wilco.org
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Your Friends At Gu SalesPerson 1 ID # _____
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 # _____ Vin # _____
Year 2024 Make GMC
Model Sierra 2500HD Model Trim Pro
Miles 5 Color Summit White
M.S.R.P. $53,205.00 Discount $5,513.10 O.S.P. $47,691.90

Dealer Installed Accessories *

1.	Delivery Fee	$150.00
2.	Plus Buy Board Fee $400 per PO	$0.00
3.		
4.	In Stock at this time!	
5.		
6.		
7.	Buy Board Contract#601-19	

Selling Price	$47,691.90
Plus Owed Accessories	$150.00
Selling Price w/ Accessories	$47,841.90
Sales Services Fee	
Trade-In Appraised Value	$0.00
Factory Rebate(s), if any	
Sub-Total	$47,841.90
State Motor Vehicle Sales Tax	$0.00
Dealer's Inventory Tax	$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	$14.50
Balance Due on Trade-In	$0.00
Documentary Fee	$0.00
Total	$47,856.40
Deposit Receipt #	
Cash Down Receipt #	$0.00
Amount to Finance	$47,856.40

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 10/31/2023 ____ Buyer's / Co-Buyer's Signature: _____ Accepted _____

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Williamson County

Prepared For: Kevin Teller 2024 GMC 2500 Double Cab 4x4 V8

512-943-3368

kevin.teller@wilco.org

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro

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[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (✓ Complete)

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro — MSRP:$49,300.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL		MSRP
TK20953	[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro		$49,300.00
	OPTIONS		
1SA	Pro Preferred Equipment Group		$0.00
9L7	Upfitter switch kit, (5)		$150.00
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
C7G	GVWR, 10,500 lbs. (4763 kg)	Inc.	
DBG	Mirrors, outside power-adjustable vertical trailering	Inc.	
E63	Pickup bed		$0.00
FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GT4	Rear axle, 3.73 ratio		$0.00
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen		$0.00
JHD	Hill Descent Control	Inc.	
JL1	Trailer brake controller, integrated		$275.00
K34	Cruise control, steering wheel-mounted	Inc.	
KC9	Power outlet, bed mounted, 120-volt		$0.00

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[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (✓ Complete)

KI4	Power outlet, instrument panel, 120-volt		$225.00
L8T	Engine, 6.6L V8		$0.00
MKM	Transmission, Allison 10-Speed automatic		$0.00
NZZ	Skid Plates	Inc.	
PCI	Convenience Package		$1,135.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
QXT	Tires, LT265/70R17E all-terrain, blackwall	Inc.	
R9L	Deleted 3 Years of OnStar Remote Access		($300.00)
UF2	LED Cargo Area Lighting	Inc.	
X31	X31 Off-Road Package		$525.00
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall	Inc.	
——	Suspension, Off-Road	Inc.	
	SUBTOTAL		**$51,310.00**
	Adjustments Total		$0.00
	Destination Charge		$1,895.00
	TOTAL PRICE		**$53,205.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (✓ Complete)

Standard Equipment

Package	
	Sierra HD Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UFL) Lane Departure Warning, (T8Z) Buckle to Drive and (UHY) Automatic Emergency Braking
	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)
Mechanical	
	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)
	Transmission, Allison 10-Speed automatic (STD)
	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)
	Pickup bed includes bed assist step (Deleted when (ZW9) pickup bed delete is ordered.) (STD)
	GVWR, 10,500 lbs. (4763 kg) (STD) (Included and only available with TK20953 and (L8T) 6.6L V8 gas engine with 17" wheels.)
	Push Button Start
	Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)
	Auto-locking rear differential
	Four wheel drive
	Cooling, external engine oil cooler
	Cooling, auxiliary external transmission oil cooler
	Air filter, heavy-duty
	Air filtration monitoring
	Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
	Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
	Recovery hooks, front, frame-mounted, Black
	Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
	Suspension Package (Not available with (X31) Off-Road Package.)
	Steering, Recirculating Ball with smart flow power steering system
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator

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[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (✓ Complete)

Exterior

	Wheels, 17" (43.2 cm) painted steel, Silver (STD)
	Tires, LT245/75R17E all-season, blackwall (STD)
	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) pickup bed models. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)
	Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)
	Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
	Bumper, front chrome lower
	Bumper, rear chrome with bumper CornerSteps
	Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available on (ZW9) pickup bed delete.)
	CornerStep, rear bumper
	Cargo tie downs (12), fixed, rated at 500 lbs per corner
	Moldings, beltline, Black
	Grille (Chrome with flat black grille insert bars.)
	Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps
	IntelliBeam, automatic high beam on/off (Included and only available with (PDI) Sierra HD Pro Safety.)
	Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
	Taillamps, LED Signature Tail, Incandescent Brake, Turn & Reverse Lamps
	Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Door handles, Black grained
	Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
	Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)
	Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)
	Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)
	Mirror, inside rearview, manual tilt

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[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (✓ Complete)

Entertainment	
	Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Bluetooth for phone connectivity to vehicle infotainment system
	Wireless phone projection for Apple CarPlay and Android Auto
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Exterior Temperature Display, located in radio display
	Compass, located in instrument cluster
	Windows, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down
	Door locks, power
	Remote Keyless Entry
	USB Ports, 2, Charge/Data ports located on instrument panel
	Power outlet, front auxiliary, 12-volt
	Air conditioning, single-zone
	Air vents, rear (Not available with Regular Cab model.)

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Data Version: 20834. Data Updated: Oct 30, 2023 6:38:00 PM PDT.

Gunn Buick GMC, Ltd
Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (✓ Complete)

Interior	
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
	GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	Front Pedestrian Braking (Included and only available with (PDI) Sierra HD Pro Safety.)
	Automatic Emergency Braking (Included and only available with (PDI) Sierra HD Pro Safety.)
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps, LED signature lighting
	LED Signature DRL's
Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	HD Rear Vision Camera (Not available with (ZW9) pickup bed delete. Removed with (UV2) HD Surround Vision or (ZW9) pickup bed delete. Not available with (Z6A) Gooseneck / 5th Wheel Prep Package.)
	Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
	Forward Collision Alert (Included and only available with (PDI) Sierra HD Pro Safety.)
	Following Distance Indicator (Included and only available with (PDI) Sierra HD Pro Safety.)
	Lane Departure Warning (Included and only available with (PDI) Sierra HD Pro Safety.)
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
	Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use (Included and only available with (PDI) Sierra HD Pro Safety.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

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Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 2500HD (TK20953) 4WD Double Cab 162" Pro (✓ Complete)

Safety-Interior

Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available on (ZW9) pickup bed delete.)

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Commissioners Court - Regular Session **77.**

Meeting Date: 11/21/2023

Award of Contract for RFSQ #23RFSQ102 Engineering Services for Planning of RM1431 To CP&Y, DBA STV Infrastructure, for Road and Bridge and HNTB

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #23RFSQ102 Engineering to assist Williamson County staff in planning for additional capacity, including managed lanes, on RM 1431 from US 183A to IH 35 to CP&Y, Inc DBA STV Infrastructure, in the maximum payable amount of $2,300,000.00 and authorize execution of the agreement. The funding source is P631.

Background

Williamson County sent over 5,900 notifications with one hundred forty nine (149) document takers with eight (8) submissions received, to assist Williamson County staff in planning for additional capacity, including managed lanes, on RM 1431 from US 183A to IH 35 . The firms were evaluated, and CP&Y, Inc. DBA STV Infrastructure was selected as the highest rated firm and a contract was negotiated. The funding source is P631 and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Engineering Contract

Recommendation Letter

Scoresheet-redacted

From 1295- STV Infrastructure

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/15/2023 03:06 PM
County Judge Exec Asst.	Becky Pruitt	11/16/2023 09:15 AM
Form Started By: Johnny Grimaldo		Started On: 11/08/2023 03:00 PM
Final Approval Date: 11/16/2023		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **CP&Y, Inc. DBA STV Infrastructure ("Engineer")**
ADDRESS: **13809 Research Blvd, Ste 300, Austin, Texas 78750**
PROJECT: **Planning RM 1431 ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **two million three hundred thousand Dollars ($2,300,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does

not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

J.J. Roohms, P.E.
CP&Y, Inc DBA STV Infrastructure
13809 Research Blvd, Ste 300
Austin, Texas 78750

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

Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

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

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

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

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

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

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

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

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

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

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

and to:

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

Engineer: Anthony Serda, P.E.
CP&Y, Inc. DBA STV Infrastructure
13809 Research Blvd, Ste 300
Austin, Texas 78750

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

CP&Y, Inc. DBA STV Infrastructure

By _____

Printed Name: J.J. Roohms, P.E.

Title: President

Date: October 12, 2023

APPROVED

By Christen Eschberger at 1:08 pm, Nov 10, 2023

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

CP&Y, Inc. DBA STV Infrastructure
Name of Firm

_____
Signature of Certifying Official

J.J. Roohms, P.E.
Printed Name of Certifying Official

President
Title of Certifying Official

October 12, 2023
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by J.J. Roohms, P.E. the President of CP&Y, Inc. DBA STV Infrastructure,on behalf of said firm.

Angela Beth Gutierrez

Notary Public in and for the
State of Texas

My commission expires: 4/16/2027

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop **RM 1431 from US 183A to IH-35** Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

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 _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

ATTACHED BEHIND THIS PAGE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

STV RM 1431 US 183A to IH-35	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Manager	$ 350.00
Sr. QC Reviewer	$ 250.00
QC Reviewer	$ 183.00
Senior Technical Advisor	$ 400.00
Senior Project Engineer	$ 300.00
Project Engineer II	$ 240.00
Project Engineer I	$ 215.00
Design Engineer II	$ 180.00
Design Engineer I	$ 160.00
EIT II	$ 135.00
EIT I	$ 115.00
Senior Geotechnical Engineer	$ 275.00
Geotechnical Engineer	$ 225.00
Senior GIS Analyst	$ 225.00
GIS Analyst II	$ 145.00
GIS Analyst I	$ 105.00
Sr Engineer Technician	$ 165.00
Engineer Technician	$ 125.00
CADD Operator	$ 100.00
Senior Env Project Manager	$ 300.00
Senior Env Planner	$ 265.00
Env Planner IV	$ 195.00
Env Planner III	$ 145.00
Env Planner I/II	$ 115.00
Senior Env Scientist	$ 185.00
Senior Architectural Historian	$ 155.00
Architectural Historian	$ 115.00
Env Scientist IV	$ 163.00
Env Scientist III	$ 140.00
Env Scientist I/II	$ 115.00
Admin/Clerical	$ 130.00

STV RM 1431 US 183A to IH-35	
Sr. Structural Engineer	$ 270.00
Structural Engineer II	$ 190.00
Structural Engineer I	$ 170.00
Sr. Traffic Engineer	$ 295.00
Traffic Engineer III	$ 230.00
Traffic Engineer II	$ 190.00
Traffic Engineer I	$ 160.00
Survey Senior Project Manager	$ 225.00
Survey Project Manager	$ 195.00
Senior Survey Technician	$ 120.00
Survey Technician	$ 105.00
1-Person Survey Crew	$ 125.00
2-Person Survey Crew	$ 180.00
3-Person Survey Crew	$ 220.00
SUE Sr. Project Manager	$ 195.00
SUE Project Manager	$ 120.00
DIRECT EXPENSES	
Outsourced Printing	Cost
Mileage (per mile)	Current Federal Rate
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Courrier Services	Actual Cost
Cardstock Color (8 1/2" x 11")	$1/ each
Photocopies B/W (11" X 17")	$0.25/ each
Photocopies B/W (8 1/2" X 11")	$0.15/ each
Photocopies Color (11" X 17")	$1.25/ each
Photocopies Color (8 1/2" X 11")	$1/ each
Plots (B/W on Bond)	$1/ per sq. ft.
Plots (Color on Bond)	$1.75/ per sq. ft.
Plots (Color on Photographic Paper)	$5/ per sq. ft.
Report Binding and tabbing	Actual Cost
4" X 6" Digital Color Print	Actual Cost
Brochure Printing	Actual Cost
Report Printing	Actual Cost
Flyer Printing (various sizes BW or color)	Actual Cost
Postcard Printing	Actual Cost

STV RM 1431 US 183A to IH-35	
Digital Ortho Plotting	Actual Cost
Notebooks	Actual Cost
Color Graphics on Foam Board	Actual Cost
Presentation Boards 30" X 40" Color Mounted	Actual Cost
Presentation Boards 48" X 60" Color Mounted	Actual Cost
Planning / Environmental	
Noise Meter Rental Unit - includes noise meter, camera, tripods, calibrator	Actual Cost
3rd Party Traffic Data Subscription - Advanced (50 zones)	Actual Cost
3rd Party Traffic Data Subscription - Multimode (50 zones)	Actual Cost
3rd Party Traffic Data Subscription (50 zones)	Actual Cost
Aerial Photographs (1" = 500' scale)	Actual Cost
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	Actual Cost
TARL Curation Fee	Actual Cost
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	Actual Cost
Hazmat Database search	Actual Cost
FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only)	Actual Cost
Map/Plat Records	Actual Cost
Title Report	Actual Cost
Permits	Actual Cost
Soil Disposal Fee	Actual Cost
Surveying / ROW	
RTK Base Radio	$30/ hour
GPS Receiver Rate	$30/ hour
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use) (scanner owned by provider)	$125/ hour
Type II ROW/Control Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (includes equipment, materials, & rentals). Marker supplied by TxDOT	$100/ each
Type II ROW/Control Monument - Poured 2-3 Feet (includes equipment, materials, & rentals). Marker supplied by TxDOT	$300/ each
Terrestrial Photogrammetry Camera	$125/ hour
Airborne GPS/IMU Data collection/Processing	$2,500/ per project
Datum Point Rod Setting (3/4 inch aluminum rod driven to refusal, TxDOT Survey Manual Fig. C-7)	$375/ each
Fathometer	$90/ day
Ground Target (includes paint and panel material)	$30/ each

STV RM 1431 US 183A to IH-35	
Portable LiDAR System (Back Pack Mounted)	$1750/ day
Certified Deed Copies	$2.65/ sheet
Deed Copies	Actual Cost
Reprographics	$5/ per sq. ft.
T-Posts (Materials only)	$5/ each
Delineator Posts (Materials only)	$25/ each
Terrestrial Laser Scanner (rental rates applied to actual time scanner unit is in use)	$120/ hour
Mobilization for Unmanned Aerial System (travel to project) (includes vehicle)	$7,500/ per project

HDR RM 1431 US 183A to IH-35	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Principal-in-Charge	$ 398.00
Project Manager	$ 341.00
Sr. QC Reviewer	$ 342.00
Senior Project Engineer	$ 273.00
Project Engineer	$ 181.00
Design Engineer	$ 160.00
EIT II	$ 131.00
EIT I	$ 101.00
GIS Technician	$ 107.00
Junior GIS Technician	$ 119.00
Senior GIS Technician	$ 148.00
Sr Engineer Technician	$ 160.00
CADD Operator	$ 107.00
CADD Operator - Junior	$ 80.00
	0
Senior Env Project Manager	$ 311.00
Senior Env Planner	$ 266.00
Env Planner IV	$ 163.00
Env Planner III	$ 138.00
Env Planner I/II	$ 121.00
Senior Env Scientist	$ 200.00
Env Scientist	$ 144.00
	$ -
Admin/Clerical	$ 98.00
	$ -
Sr. Structural Engineer	$ 300.00
Structural Engineer II	$ 269.00
Structural Engineer I	$ 211.00
	$ -
Sr. Drainage Engineer	$ 247.00
	$ -
Sr. Traffic Engineer	$ 295.00
Traffic Engineer	$ 223.00
Traffic Engineer	$ 169.00

HDR RM 1431 US 183A to IH-35	
DIRECT EXPENSES	
Outsourced Printing	Cost
Mileage (per mile)	Current Federal Rate
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Courrier Services	Actual Cost

SAM, LLC RM 1431 US 183A to IH-35	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Principal	$ 300.00
Survey Senior Project Manager	$ 250.00
Survey Project Manager	$ 175.00
Senior Survey Technician	$ 120.00
Survey Technician	$ 105.00
2-Person Survey Crew	$ 180.00
3-Person Survey Crew	$ 260.00
Field Coordinator	$ 135.00
Administration/Clerical Support	$ 105.00
Geospatial Senior Project Manager	$ 265.00
Geospatial Project/Acquisition Manager	$ 220.00
Pilot	$ 205.00
Two (2) Person UAS Crew – Unmanned Pilot & Observer	$ 215.00
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$ 350.00
Photogrammetrist / Project Lead	$ 130.00
Acquisition / Calibration / Aerial Triangulation Technician	$ 115.00
LiDAR / Photogrammetry Technician	$ 100.00
Sr. Engineer (PE)	$ 215.00
Engineer	$ 165.00
Phase Manager	$ 145.00
Sr. Engineer Tech	$ 135.00
1 man Designating Crew	$ 120.00
2 man designating Crew	$ 200.00

SAM, LLC RM 1431 US 183A to IH-35	
DIRECT EXPENSES	
Outsourced Printing	Cost
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc)	$26.00 / Day
Traffic Control Services, Arrow Boards and Attenuator Trucks - Small Project (includes labor, equipment and fuel)	$5,000.00
Flashing Arrow Board	$600.00
Portable Message Board	$500.00
Law Enforcement/Uniform Officer with Vehicle	At Cost
Mileage (per mile)	Current Federal Rate
GPS Receiver	$10.00 per hour
Ground Target	$25.00 each
Primary Control Monument (Materials/Supplies)	$90.00 each
Aerial LiDAR System 1560II (Equipment Only)	$1,300.00 per hour
Aerial LiDAR System Riegl 480II or 780I (Equipment Only)	$1,000.00 per hour
Mobile Mapping System	$1,000.00 per hour
Terrestrial Scanner	$35.00 per hour
Oblique HD Camera System – Manned Aircraft	$30.00 per hour
Video Camera System – Manned Aircraft	$5.00 per hour
Fixed Wing Twin Engine	$1,300 per hour
Fixed Wing Single Engine	$750.00 per hour
M600 Unmanned Aerial System– Video / Still Photos	$150.00 per hour
M600 UAS Standby – Video / Still Photos	$75.00 per hour
SkyFront LiDAR	$500.00 per hour
Heavy Lift UAS Standby – Alta-X / Galaxy / SkyFront / LiDAR	$200.00 per hour
Geospatial Work Station	$15.00 per hour
Aerial Mapping System Mobilization/Demobilization Fee	$20,000 per project
Aerial GPS/IMU System	$1,200 per project
Photo Lab Digital Image Process	$28.00 per Image
VAC CREW RATE (includes 1 Unit with 2-Man Crew)	$265.00 per hour
VAC CREW OVERTIME RATE (Weekends & work exceeding 8 hours per day)	$290.00 per hour
MOBILIZATION	$157.00 per hour
BACKFILL MATERIAL (Delivered to site if hydro vac)	Per Vendor Reimbursement Policy
BACKFILL LABOR (includes pneumatic tamping in 6-in lifts)	$89.00 per hour/per man
CHASE TRUCK (required for safety and/or materials)	$21.00 per hour
Ground Penetrating Radar – Push Cart (Adder to Designating Crew Rate)	$13.00 / Hour
Ground Penetrating Radar – Towed (Adder to Designating Crew Rate)	$125.00 / Hour
Geophysical Locating Equipment	$37.00 / Day
Specialty Equipment (Sonde, Radio Beacon, Duct Rodder)	$7.00 / Hour
ATV or Utility Vehicle	$78.00 / Day
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost

SAM, LLC RM 1431 US 183A to IH-35	
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Courrier Services	Actual Cost

AmaTerra RM 1431 US 183A to IH-35	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Principal	$ 289.00
Program Director	$ 172.00
Project Manager	$ 149.00
Env. Specialist/Planner IV	$ 146.00
Env. Specialist/Planner III	$ 117.00
Env. Specialist/Planner II	$ 99.00
Env. Specialist/Planner I	$ 76.00
Sr. Historical Architect	$ 143.00
Architectural Historian/Historian IV	$ 171.00
Architectural Historian/Historian III	$ 137.00
Architectural Historian/Historian II	$ 89.00
Architectural Historian/Historian I	$ 73.00
Archeologist VI/ Sr. Principal Investigator	$ 136.00
Archeologist V/ Principal Investigator/ Lab Director	$ 108.00
Archeologist IV/Project Archeologist	$ 99.00
Archeologist III/Field Director	$ 86.00
Archeologist II/Crew Chief	$ 85.00
Archeologist I/Technician	$ 69.00
GIS Specialist	$ 131.00
GIS Technician/Illustrator/Drafter	$ 83.00
Admin	$ 126.00
Document Production Spvr/Editor	$ 81.00
Clerical	$ 75.00
DIRECT EXPENSES	
Outsourced Printing	Cost
Mileage (per mile)	Current Federal Rate
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Courrier Services	Actual Cost

Cambrian RM 1431 US 183A to IH-35	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Manager	$ 225.00
Sr. Karst Geoscientist	$ 190.00
Karst Geoscientist	$ 165.00
Senior Karst Biologist	$ 160.00
Karst Biologist	$ 125.00
Karst Technician	$ 90.00

Cambrian RM 1431 US 183A to IH-35	
DIRECT EXPENSES	
Outsourced Printing	Cost
Mileage (per mile)	Current Federal Rate
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Courrier Services	Actual Cost

EXHIBIT E

Williamson County Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

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

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

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

5. Airfare

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

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

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

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

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

6. Car Rental

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

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

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

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

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

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

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

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

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

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

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

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

October 3, 2023

Ms. Joy Simonton
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Subject: Recommendation for 23RFSQ102 Engineering Services for Planning RM 1431

Dear Ms. Simonton:

Based on the attached supporting documentation, the Engineering Services for Planning RM 1431 Selection Committee recommends the selection of STV Infrastructure which was the top ranked firm from the evaluation process.

Eight firms were evaluated on September 13, 2023 by the following Selection Committee:

Cynthia Long, Commissioner Precinct 2
Robert B. Daigh, P.E., Senior Director of Infrastructure
J. Terron Evertson, Deputy Director of Infrastructure

Please feel free to contact me if you have any questions.

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

EVALUATION - Engineering Services for Planning RM 1431
23RFSQ102
DATE: 09/13/2023

8 Firms

Evaluation Criteria	Maximum Score Points	Alliance Transportation	Bridgefarmer & Associates	DE Corp	LJA Engineering	Pape-Dawson	STV Infrastructure	Volkert	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	35	35	35	35	35	35	30	35
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	35	35	30	35	30	40	30	30
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	35	30	30	25	30	35	30	30
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	35	35	35	35	30	35	30	35
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	35	35	35	35	30	40	30	30
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	30	30	30	30	25	35	30	25
Understanding of project	50	30	35	35	35	30	45	30	35
TOTAL	350	235	235	230	230	210	265	210	220

[redacted]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1083001

Date Filed:
10/12/2023

Date Acknowledged:
11/13/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CP&Y, Inc. dba STV Infrastructure
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23RFSQ102 Planning RM 1431
professional engineering services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kohler, Chuck	New York City, NY United States	X	
Kelly, Greg	New York City, NY United States	X	
Roohms, J.J.	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2023-1083001

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10/12/2023

Date Acknowledged:

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CP&Y, Inc. dba STV Infrastructure
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
23RFSQ102 Planning RM 1431
professional engineering services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kohler, Chuck	New York City, NY United States	X	
Kelly, Greg	New York City, NY United States	X	
Roohms, J.J.	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is J.J. Roohms, and my date of birth is [redacted].

My address is 13809 Research Blvd. Ste 300 (street), Austin (city), TX (state), 78750 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 12th day of October (month), 2023 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **78.**

Meeting Date: 11/21/2023

CR 129 Detour Notification

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 closing of CR 129 and detouring traffic during construction of the CR 129 Project, a Road Bond Project in Commissioner Precinct 4.

Background

The proposed detour of CR 129 is necessary to reconstruct the roadway and will last approximately 203 days. It will require drivers to detour 23,000 ft west to CR 137. TxDOT, the City of Hutto and Travis County staff have approved the detour and the City of Pflugerville was notified that work is planned within their ETJ. Adjacent property owners, Williamson County Emergency Communications, the US Postal Service, TxDOT, Travis County, City of Hutto and the City of Pflugerville will be notified, prior to any changes in the traffic pattern.

Fiscal Impact

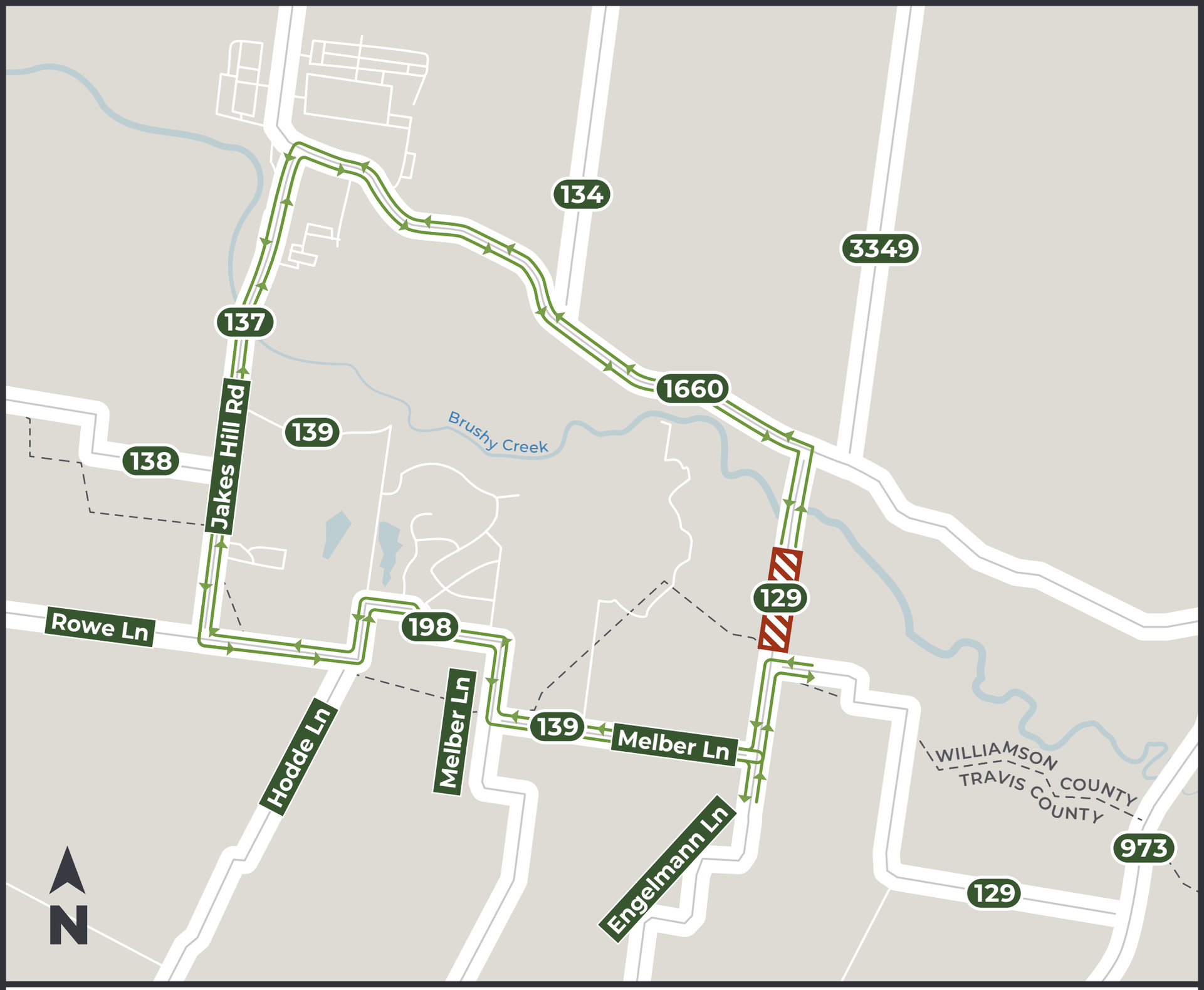
From/To	Acct No.	Description	Amount

Attachments

CR129-DetourExhibit

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 11:44 AM
Form Started By: Marie Walters		Started On: 11/15/2023 02:15 PM
Final Approval Date: 11/16/2023		



WILCO TEXAS

CR 129 PROJECT

CONSTRUCTION DETOUR

LEGEND

- Road Closure
- Detour Route

Commissioners Court - Regular Session **79.**

Meeting Date: 11/21/2023

Seward Junction Loop North Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the Seward Junction Loop North project, a Road Bond project in Commissioner Precinct 2.
Project: P598

Background

The permit requests the approval of an intensive pedestrian survey, with surface and subsurface investigations as necessary based on field conditions. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of this attached application have been redacted prior to placing on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SewardJnctLoopNorth-THC-AntiquitiesPermitApp

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 11:44 AM
Form Started By: Marie Walters		Started On: 11/15/2023 03:21 PM
Final Approval Date: 11/16/2023		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Seward Junction Loop North
County (ies) Williamson
USGS Quadrangle Name and Number Liberty Hill (3097-331), and Leander NE (3097-324)

UTM Coordinates Zone 14 E 606804 N 3392174
Location Liberty Hill, TX
Federal Involvement ❑ Yes ☒ No
Name of Federal Agency N/A
Agency Representative N/A

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Bill Gravell Jr. (County Judge)
Address 710 Main Street, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512 943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Analise Hollingshead
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Blvd Building 1, Suite 110
City/State/Zip Austin, Texas 78749
Telephone (include area code) 512-476-0891 Email Address analise.hollingshead@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork September 1, 2023

Requested Permit Duration 3 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Please see the attached scope of work for detailed pedestrian survey and shovel testing of public lands. In addition, additional survey might be conducted depending on Aquatics survey of potential jurisdictional waterways/intermittent streams.

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Austin
Permanent Curatorial Facility CAR-Center for Archaeological Research, San Antonio

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Analise Hollingshead, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature _____ Date 8.29.2023

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276

SWCA®
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

PROPOSED SCOPE OF WORK FOR AN INTENSIVE ARCHAEOLOGICAL INVESTIGATION OF THE SEWARD JUNCTION LOOP NORTH IMPROVEMENT PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowner – Williamson County
Project Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants
Principal Investigator – Analise Hollingshead, M.S., RPA
Date – October 12, 2023

INTRODUCTION

At the request of Williamson County, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive cultural resources survey of approximately 44.85 acres (18.15 hectares [ha]) of roadway in support of the Seward Junction Loop North Improvement Project (project) in Liberty Hill, Williamson County, Texas. This project represents approximately 2.15 miles (3.46 kilometers [km]) of roadway (including spurs at Sunset Ridge Drive) and will include six-lane main lanes from United States Highway (US) 183 on the west to State Highway (SH) 29 to Williamson County Road (CR) 260 on the east. The right-of-way (ROW) width for the project will be approximately 150 feet (46 meters [m]) (Figures 1 and 2). Because the project involves lands owned or controlled by Williamson County (a subdivision of the state), the project will be subject to review under the Antiquities Code of Texas (ACT), and the archaeological field investigation will require a Texas Antiquities Permit; therefore, the investigations proposed below are designed to comply with the requirements of the ACT.

In addition, portions of the project are located on private lands that may intersect or be located adjacent to potential anticipated United States Army Corps of Engineers (USACE) jurisdictional waterways that may be subject to USACE permitting (i.e., permit review areas [PRAs]). Future cultural resources investigations, if required, would be intended to satisfy regulatory obligations related to the potential acquisition of a USACE Section 404 permit in accordance with 33 Code of Federal Regulations (CFR) 325, Appendix C, and the National Historic Preservation Act of 1966 (NHPA).

SWCA proposes to conduct an intensive pedestrian survey with subsurface testing of the entire 44.85-acre (18.15-ha) project area. Potential future surveys may be conducted depending on the results of an Aquatic delineation survey. The goal of the work will be to locate any previously recorded prehistoric and historic-age archaeological sites in the project area; locate any previously undiscovered archaeological sites in the project area; establish vertical and horizontal site boundaries, as appropriate with regard to the project area; and evaluate the significance and eligibility of any site recorded in the project area for eligibility for listing in the National Register of Historic Places (NRHP) and for designation as a State Antiquities Landmark (SAL). All work will be conducted in accordance with both the ACT and Section 106 of the NHPA.

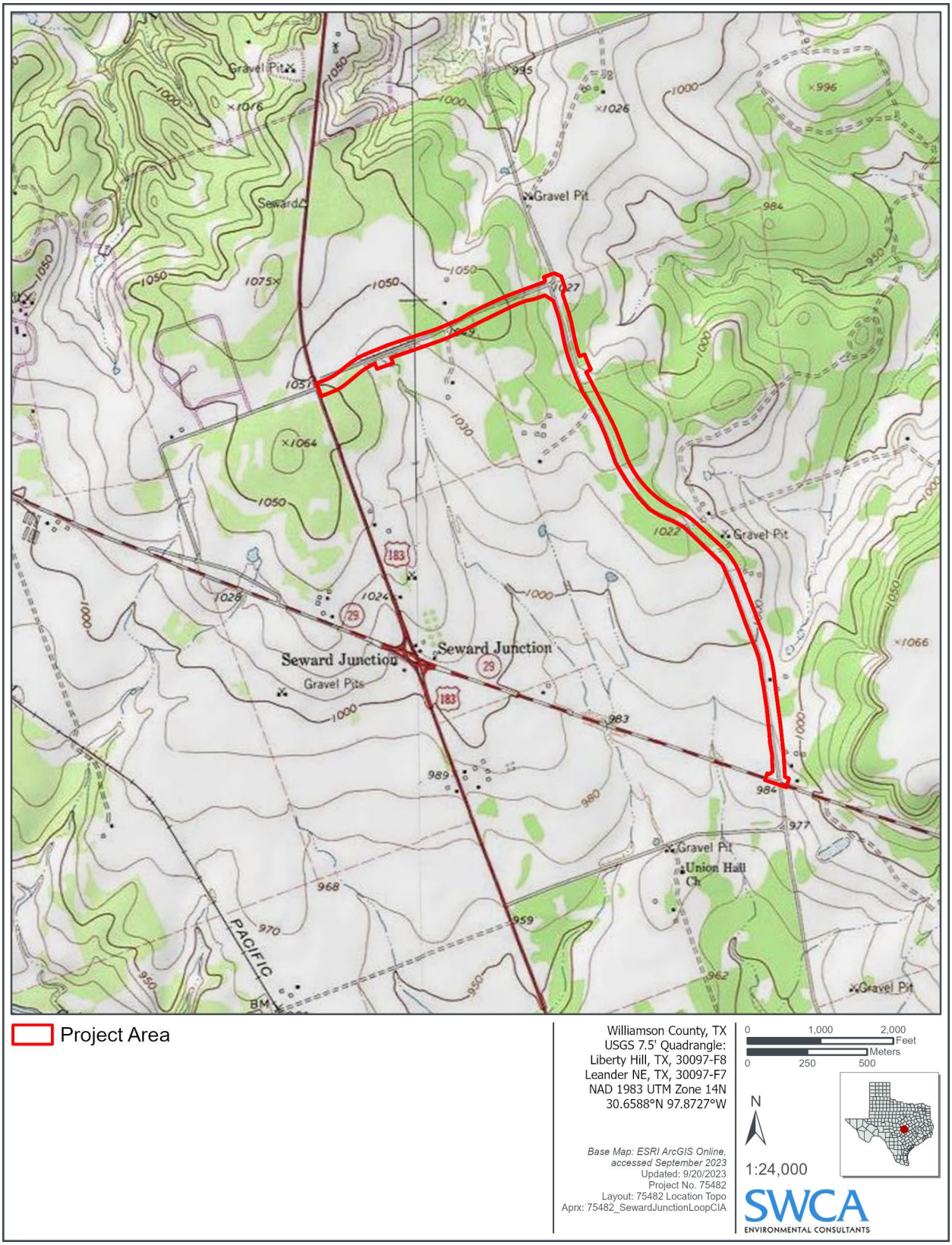


Figure 1. Project location map.

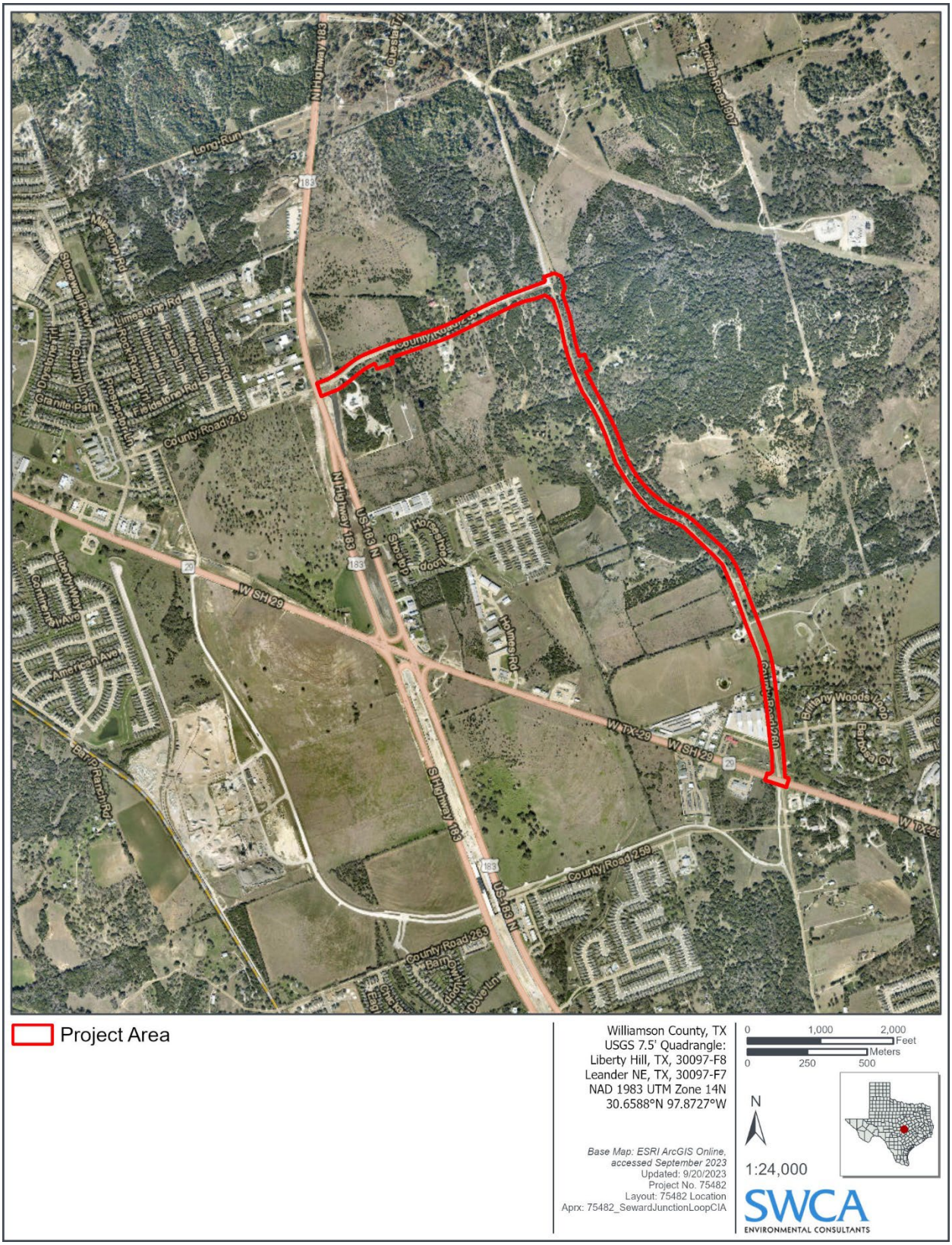


Figure 2. Project area overview map.

Project Description

The project area appears on the *Liberty Hill* (3097-331), and *Leander NE* (3097-324)*, Texas* U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle maps. The project area is located approximately 2.7 miles (4.4 km) east of Liberty Hill, Texas, and approximately 4.6 miles (7.4 km) north of Leander, Texas. The project area consists of the expansion of existing two-lane asphalt roadway and construction of new roadway, which will be expanded to six-lane main lanes from US 183 on the west to SH 29 to CR 260 on the east. The project will be constructed within an approximately 150-foot-wide (46-m) ROW. Overall, the project area encompasses approximately 44.85 acres (18.15 ha) (see Figure 2).

PROJECT SETTING

The project area crosses the Balcones Canyonlands subregion within the Edwards Plateau ecoregion (Griffith et al. 2007). The physiography of the area is described as dissected plateaus and escarpments with stair-stepped topography. Additionally, physiography includes moderate to high gradient streams with bedrock, cobble, and gravel substrates (Griffith et al. 2007:63).

Geology

The underlying geology throughout the project area consists predominantly of Cretaceous-age Walnut Clay formations including Cedar Park (19.75 acres [7.99 ha]), Bee Cave Marl (14.39 acres [5.82 ha]), and the Upper Glen Rose Limestone formation (0.33 acres [0.13 ha]) (Figure 3) (Barnes 1974; USGS 2023a). These marl formations are typically soft, white marls containing megafossils. The Upper Glen Rose Limestone formation consists of alternating beds of limestone, dolomite, and marl in a resistant and recessive pattern to form a stair-stepped topography. The upper part of this formation consists of thin beds with the lower part of the formation consisting of thicker fossiliferous beds (USGS 2023a). The remaining 10.40 acres (4.21 ha) consist of Fluviatile terrace deposits located around waterways.

Soils

According to the Natural Resources Conservation Service (NRCS) (2023), there are five soil series mapped within the project area including: the Fairlie clay; Doss silty clay, moist; Eckrant cobbly clay; Denton silty clay; and Georgetown clay loam (Figure 4; Table 1). None of these soils are alluvial or aggrading, suggesting almost no potential to contain buried archaeological resources; these soils include the following:

- The Fairlie clay, 0 to 2 percent slopes soil series consists of deep, moderately well-drained soils that formed on nearly level to gently sloping uplands. The slope is typically 1 to 3 percent but ranges for 0 to 5 percent (NRCS 2023).

- The Doss silty clay, moist, 1 to 5 percent slopes soil series consists of shallow to weakly cemented limestone. The series is a well-drained, moderately slow permeable soil that forms in calcareous loamy and clayey residuum derived from marls and limestone. These gently to moderately sloping soils occur on hill slopes on dissected plateaus (NRCS 2023).

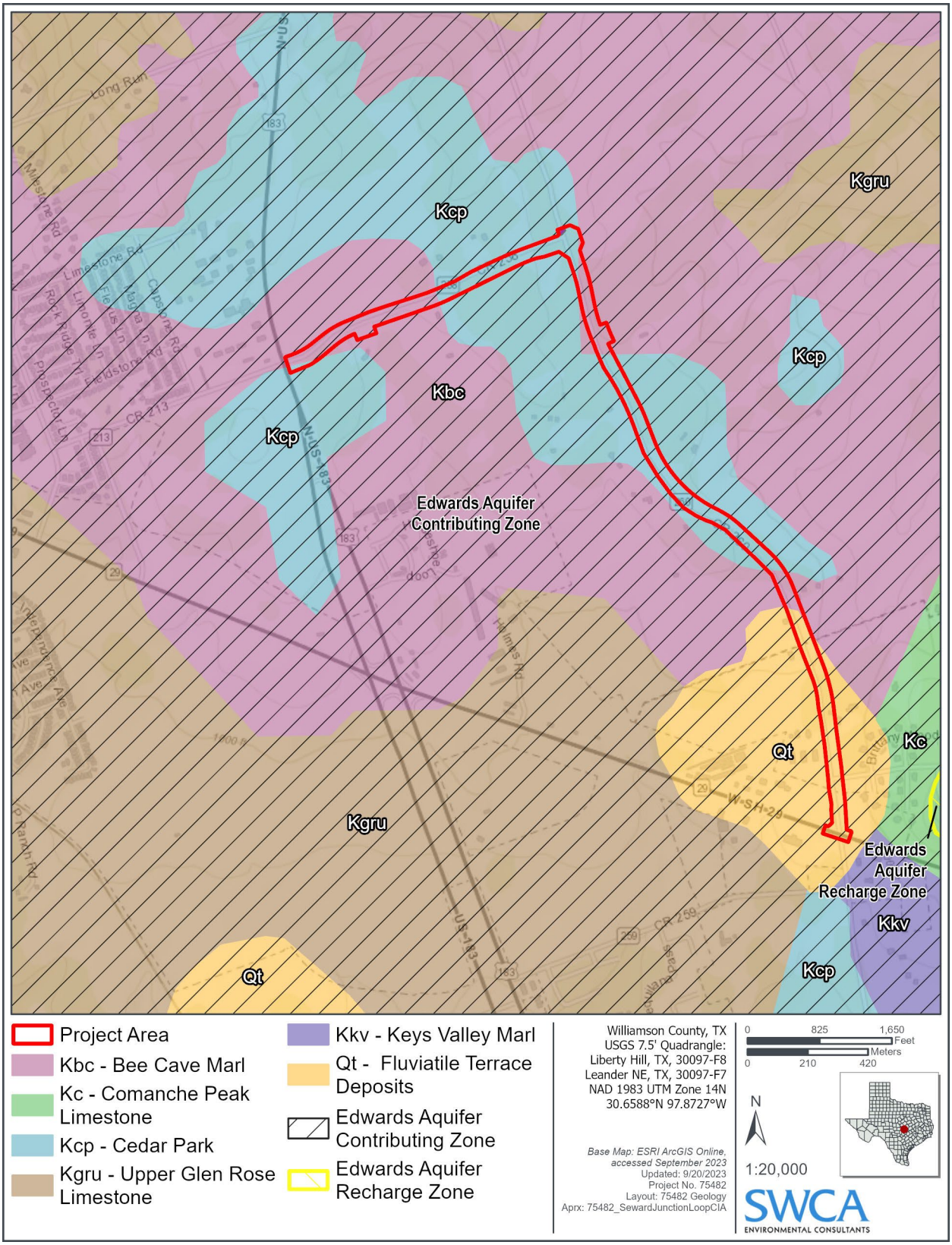


Figure 3. Project area geology map.

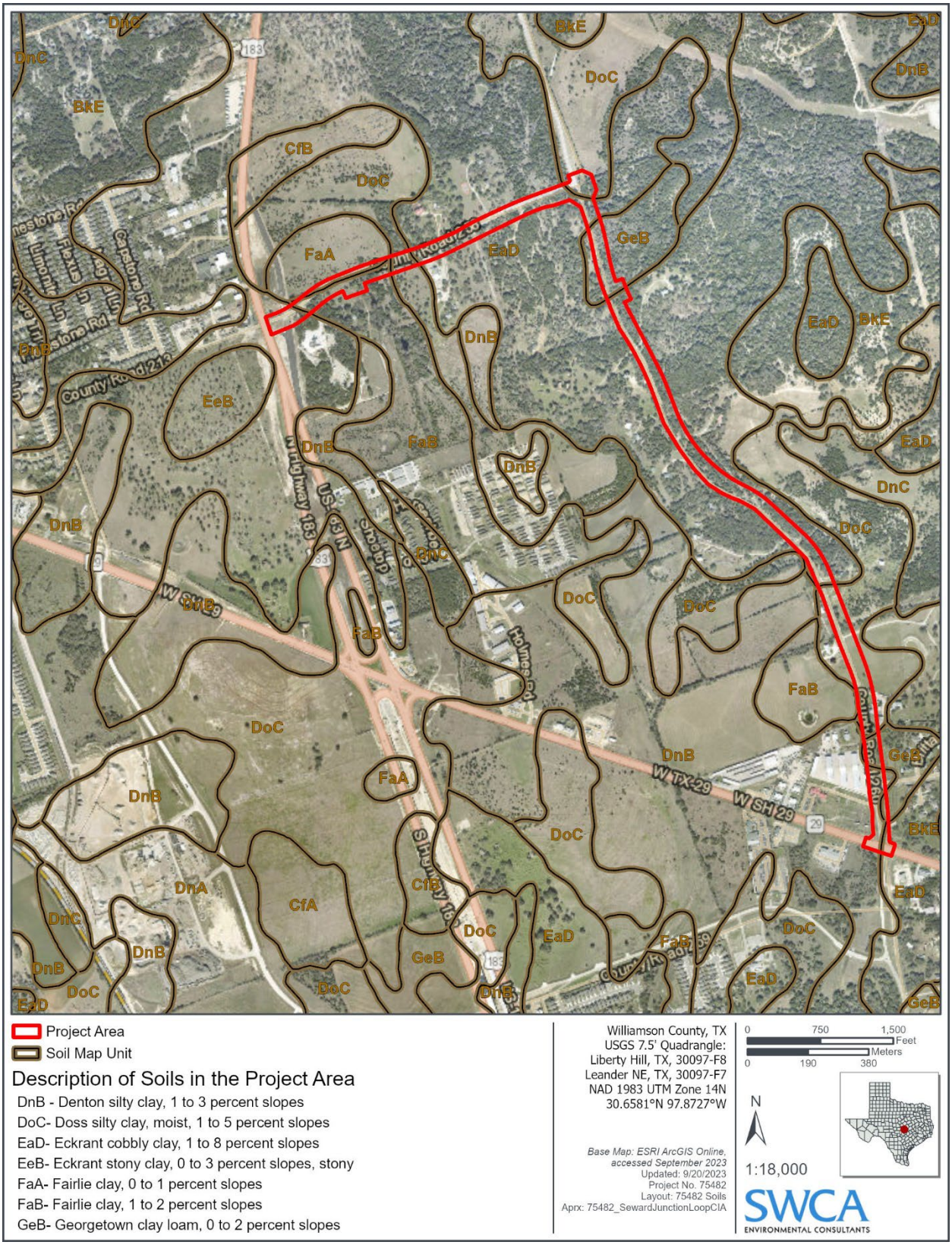


Figure 4. Project area soils map.

- The Eckrant series consists of a well-drained, moderately slowly permeable soils that are very shallow to shallow over indurated limestone bedrock. These soils are nearly level to very steep and form in residuum derived from limestone. These soils occur on summits, shoulders, and backslopes of ridges on dissected plateaus (NRCS 2023).

- The Denton silty clay, 1 to 3 percent slopes consists of deep, well-drained, slowly permeable soils located on gently sloping backslopes and footslopes of ridges. They formed in clayey materials derived from weathered residuum over limestone bedrock (NRCS 2023).

- Finally, the Georgetown clay loam, 1 to 8 percent slopes consists of moderately deep, well drained, very slowly permeable soils located on nearly level to very gently sloping dissected plateaus. They formed over indurated limestone of Cretaceous age (NRCS 2023).

Table 1. Project Area Soils

Name	Symbol	Acres	Percentage
Eckrant cobbly clay, 1 to 8 percent slopes	EaD	24.4	54.3
Doss silty clay, moist, 1 to 5 percent slopes	DoC	8.7	19.4
Georgetown clay loam, 0 to 2 percent slopes	GeB	4.4	9.8
Fairlie clay, 1 to 2 percent slopes	FaB	3.4	7.7
Denton silty clay, 1 to 3 percent slopes	DnB	2.7	6.0
Fairlie clay, 0 to 1 percent slopes	FaA	1.3	2.8
Total		**44.8**	**100**

Source: NRCS (2023).

BACKGROUND REVIEW

An SWCA archaeologist researched the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory, for any previously recorded surveys and historic or prehistoric archaeological sites located in or within 0.6 mile (1.0 km) of the project area (THC 2023). In addition to identifying previously recorded archaeological sites, the Atlas review includes the following types of information: NRHP districts and properties, SALs, Official Texas Historical Markers, Registered Texas Historic Landmarks, cemeteries, and local neighborhood surveys. Listings in Atlas are limited to projects under purview of the ACT or the NHPA; therefore, the Atlas does not necessarily list all previous work conducted within a specific area. However, SWCA made a concerted effort to obtain reports for all previous cultural resources work conducted in the project area. The background review included a review of the Texas Department of Transportation (TxDOT) Aggregator (Aggregator), which maps resources and districts determined eligible for the NRHP, National Historic Landmarks (NHLs), Recorded Texas Historic Landmarks (RTHLs), and local historic districts (TxDOT 2023). The Aggregator also has a dataset for the 1936 Texas Centennial Markers, which are eligible for the NRHP under Criterion A for Social History in the *Monuments and Buildings of the Texas Centennial Multiple Property Submission* (MPS) *Documentation Form* (TxDOT 2023, Wilson and Smith 2018).

There is one designated historic property in the study area, a 1936 Centennial Marker (#5491009093) honoring Manuel Flores which is determined eligible for the NRHP (Figure 4). The marker is directly adjacent to the project area, southeast of the intersection of CR 260 and Rieti Parkway. Within the study area, there is one cemetery, one gravesite, and one OTHM. No NRHP districts or properties, sites designated as RTHLs, SALs, historic trails, neighborhood surveys, local landmarks, or local historic districts were identified within or immediately adjacent (i.e., within 300 feet [91.4 m]) to the proposed project area or within the study area. The 1872 John G. Matthews House, an RTHL (#5491009296), is the nearest historic property to the proposed project (TxDOT 2023). The historic center-passage limestone house and farmstead is 1.4 miles (2.3 km) southwest of the project location, outside of the study area.

Ten previously conducted archaeological surveys and six previously recorded archaeological sites are in the study area. Five mapped previously conducted archaeological surveys and two previously recorded archaeological sites are within 300 feet (91.4 m) of the project area. Three of the previously conducted archaeological surveys are not mapped on the Atlas, but they are listed on previously recorded archaeological site forms; the location and extent of these surveys is unknown. One historic resources survey intersects the project area along the US 183 corridor.

As part of the review, SWCA also examined the TxDOT Historic Overlay, a mapping/geographic information system (GIS) data set with historical maps and resource information covering most portions of the state (Foster et al. 2006), historical USGS quadrangle maps available on the USGS TopoView website (USGS 2023b), and historical aerial photography contained on the Historic Aerials website (Historic Aerials 2023) to determine if any historic-age resources such as potential historical features and/or potential historical structures (PHSs) are located within the project or study area. There are 34 potential historical linear features and 80 PHSs within the study area, based on historical map analysis (see Figure 5) (THC 2023). Fifteen PHSs are located within or immediately adjacent (i.e., within 300 feet) to the project area.

Previous Cultural Resources Surveys

During the background review, 10 previously conducted archaeological surveys were identified within the study area, five of which intersect the project area (see Figure 4) (THC 2023). As previously mentioned, three of the previously conducted archaeological surveys are not mapped on the Atlas, but they are listed on previously recorded archaeological site forms. The surveys were conducted between 2005 and 2021, although the year is unknown for one of the surveys (Table 2). Five of the surveys recorded or revisited the previously recorded archaeological sites within the study area. A historic resources survey for the 183A Project completed by TxDOT and the Central Texas Regional Mobility Authority (CTRMA) was completed in 2019 by Cox McLain Environmental Consulting (Riddle et al. 2019). The 183A Project affirmed the NRHP status of the 1872 Bryson Farmstead (RTHL #5491009323), which was determined eligible for the NRHP in 2006 under Criterion A for Agriculture and Criterion C for Architecture, both at the local level. The 2019 report recommended an additional agricultural resource, a ca. 1890 trough, as a contributing resource to the historic property, as well as the significance area for Criterion A to be changed to Exploration and Settlement (Riddle et al. 2019; Atlas No. 8500082312). No other surveyed resources were recommended eligible for the NRHP (Riddle et al. 2019; Atlas No. 8500082312).

Previously Recorded Archaeological Sites

Six previously recorded archaeological sites (i.e., 41WM458, 41WM782, 41WM1154, 41WM1439, 41WM1440, and 41WM1461) were identified within the study area (see Figure 4; Table 3) (THC 2023). Of these, one site (i.e., 41WM782) intersects the project area, and another site (i.e., 41WM1440) is immediately adjacent (i.e., within 300 feet [91.4 m]) to the project area. Three of the sites (i.e.,

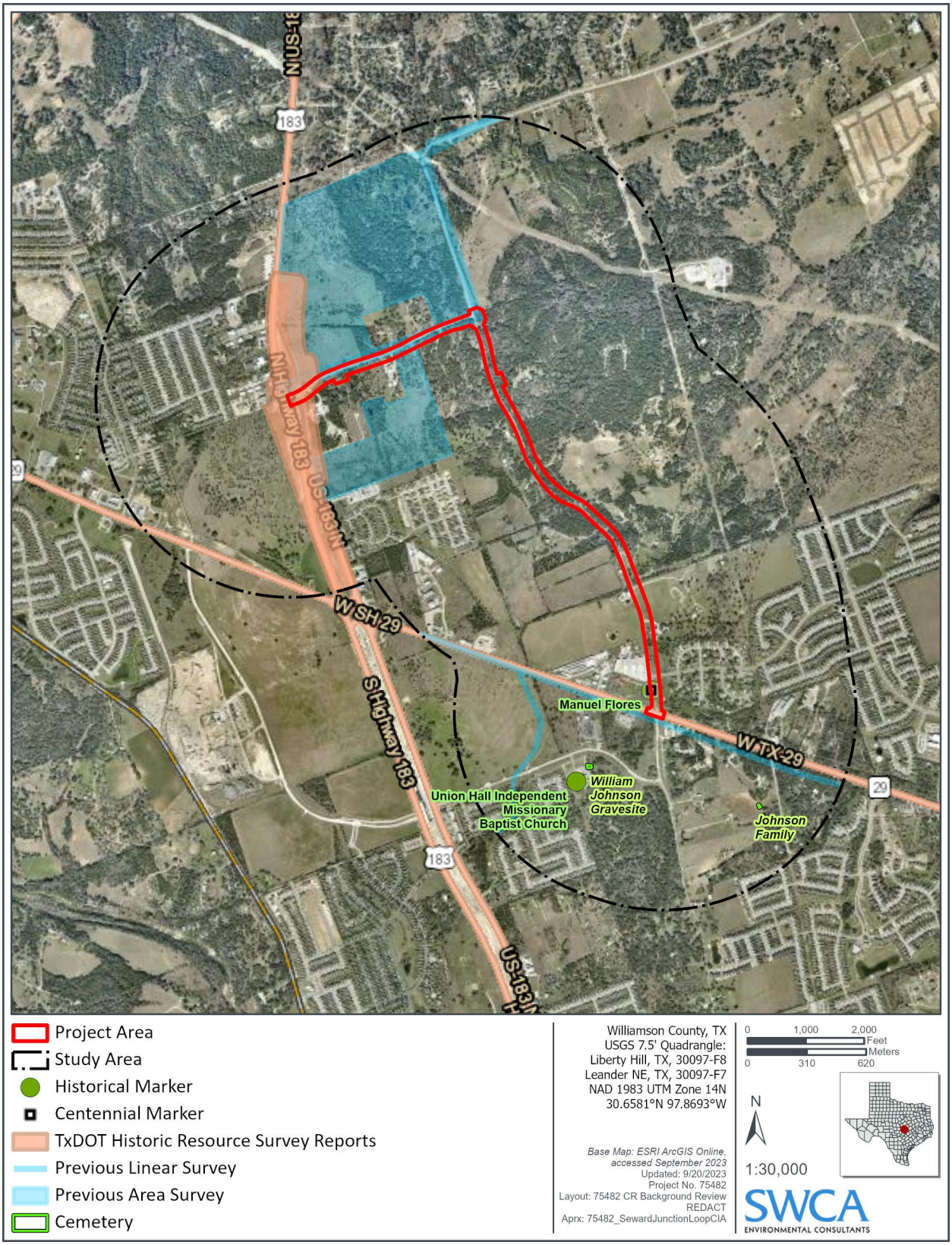


Figure 4. Cultural resources background review results map.

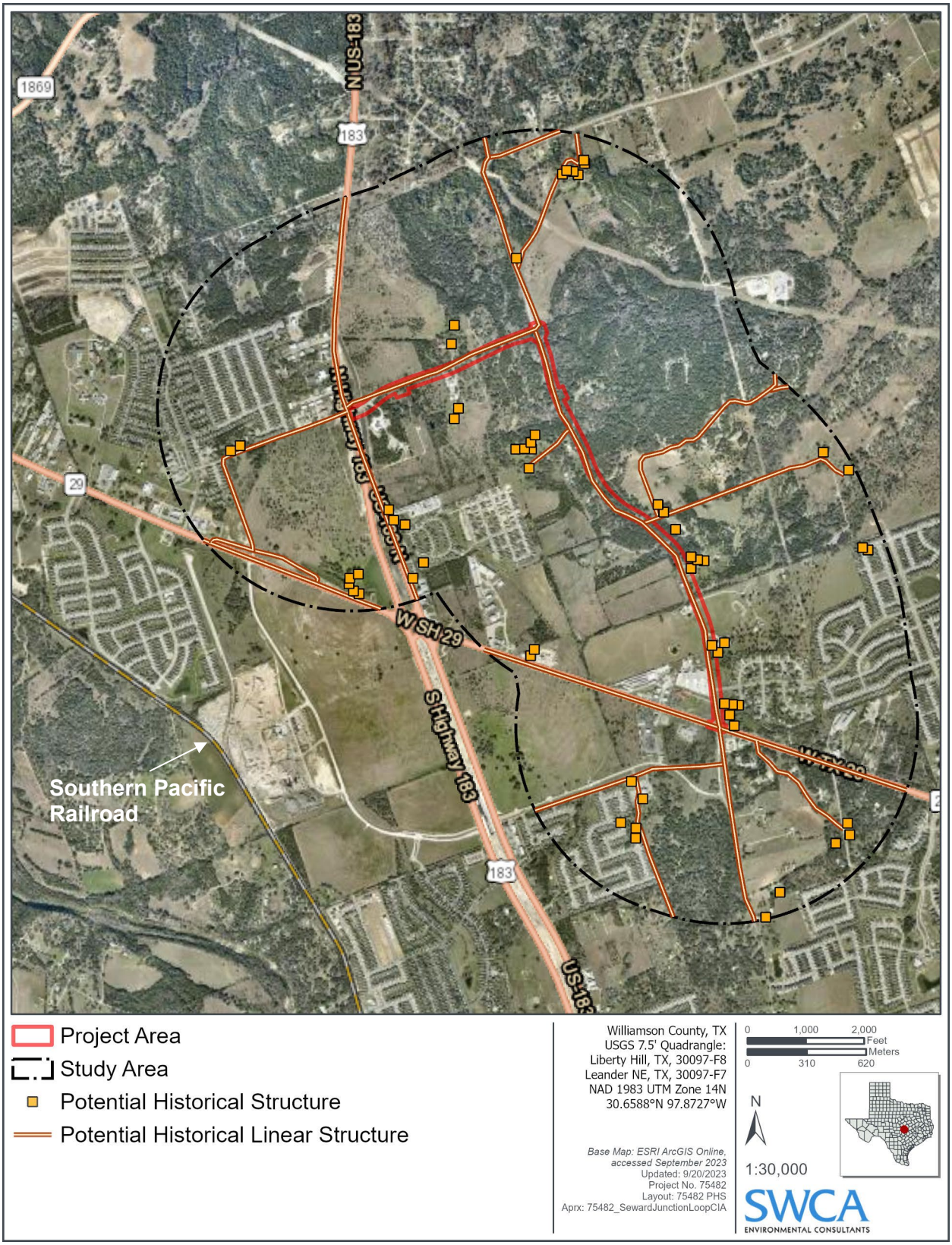


Figure 5. Map of potential historical features and structures within the study area.

Table 2. Previously Conducted Cultural Resources Surveys within the Study Area.

Atlas No.	Distance	Year	Type	ACT Permit No.	Project	Investigators	Agency/Sponsor	Comments
8400004226	Intersects	n/a	Linear Survey	-	-	-	-	No cultural resources recorded within current project area during investigations.
-	-	1999	Linear Survey	2103	Andice to Leander Transmission Line Rebuild Project	Lower Colorado River Authority (LCRA)	LCRA	41WM458 revisited during investigations. Survey not mapped on the Atlas.
8500011956	Intersects	2005	Area Survey	3825	Archaeological Survey of Williamson County Road 258 Improvement Project: A 1.5-mile Segment, North of Seward Junction	Archaeological & Cultural Sciences Group (AGSG)	Williamson County	No cultural resources recorded during investigations.
-	-	2007	n/a	4248	Archeological Investigations of US 183 Improvements from US 183/US 183-A Interchange to SH 29	Hick & Company	Texas Department of Transportation/ Federal Highway Administration	Site 41WM1154 recorded during survey. Survey not mapped on the Atlas.
8500019360	Within 1 km	2010	Area Survey	5775	Cultural Resources Survey of Proposed Liberty Hill Gravity Flow Wastewater System	Cedar Valley Environmental Services	Environmental Protection Agency, Texas Water Development Board, and City of Liberty Hill	No cultural resources recorded during investigations.
8500020659	Within 1 km	2012	Area Survey	6344	Intensive Archeological Survey of Proposed Improvements to County Road 258 from Sunset Ridge to Ronald Reagan Boulevard	Blanton & Associates	Williamson County	No cultural resources recorded during investigations.
8500082312	Intersects	2019	Historic Resources Survey	N/A	Reconnaissance historic resources survey of US 183 from Hero Way to SH 29	Cox McLain Environmental Consulting	TxDOT/CTRMA	Made recommendations to the Bryson Farmstead NRHP property. CSJ: 0914-05-192
8500082167	Intersects	2021	Area Survey	9799	Archeological Survey of the Proposed Liberty Hill ISD	Tejas Archaeology.	Liberty Hill Independent School District	Site 41WM1439 and 41WM1440 recorded during survey.

Atlas No.	Distance	Year	Type	ACT Permit No.	Project	Investigators	Agency/Sponsor	Comments
					New School Expansions			
-	Within 1 km	2021	n/a	30325	Butler Farms Offsite Cultural Resources Survey	Burns & McDonnell Engineering Company, Inc.	Texas Department of Transportation	Site 41WM458 revisited and not relocated within project area during survey. Survey not mapped on the Atlas.
8500082248	Intersects	2021	Area Survey	30389	Archaeological Survey of the Proposed Liberty Hill ISD 95.61-Acres New School Expansions	Tejas Archaeology	Liberty Hill Independent School District	Site 41WM1461 recorded during survey.
8500082446	Intersects	2021	Area Survey	30390	Archaeological Survey of the Proposed Liberty Hill ISD 79.23-Acres New School Expansions	Tejas Archaeology	Liberty Hill Independent School District	No cultural resources recorded during investigations.

Table 3. Previously Recorded Cultural Resources within the Study Area

Site Trinomial/ Name	Distance	Type	Time Period	NRHP/SAL Eligibility	Comments
41WM458	Within 1 km	Prehistoric Lithic Scatter	Unknown Prehistoric	Recommended Not Eligible (THC Determination n/a)	Recorded as lithic procurement site utilizing local tabular chert with cores, flakes, and chunks. Not relocated within project area during 2021 revisit, destroyed by SH 29 and parking lot.
41WM782	**Intersects**	**Prehistoric Lithic Quarry Site**	**Unknown Prehistoric**	**Undetermined (THC Determination n/a)**	**Prehistoric lithic scatter lacking cultural features or temporally diagnostic artifacts.**
41WM1154	Within 1 km	Historic Debris Scatter	Early Twentieth Century	Not Eligible within ROW (THC 8/15/2007)	Contains two large limestone rock piles of undetermined use. Historic-age debris scatter with few temporally diagnostic artifacts including purpled or manganese-bleached glass predating WWI and clear or arsenic-bleached glass manufactured after WWII to present day. East half of site destroyed by US 183.
41WM1439	Within 1 km	Prehistoric Lithic Scatter and Historic Artifact Scatter	Unknown Prehistoric and Late Nineteenth to Twentieth Century	Not Eligible (THC 5/7/2021)	Prehistoric lithic scatter lacking cultural features or temporally diagnostic artifacts. Historic-age artifact scatter associated with an 1870s house site.
41WM1440	**Within 300 feet**	**Prehistoric Lithic Scatter**	**Unknown Prehistoric**	Not Eligible **(THC 5/7/2021)**	**Shallowly buried prehistoric lithic scatter lacking cultural features or temporally diagnostic artifacts.**

Site Trinomial/ Name	Distance	Type	Time Period	NRHP/SAL Eligibility	Comments
41WM1461	Within 300 feet	Prehistoric Lithic Scatter	Unknown Prehistoric	Not Eligible (THC 12/21/2021)	Shallowly buried prehistoric lithic scatter lacking cultural features or temporally diagnostic artifacts.
Manuel Flores	**Within 300 feet**	**Object/ Centennial Marker**	**Historic**	**Eligible**	**A 1936 Texas Centennial Marker honoring the 1839 death of Mexican emissary Manuel Flores.**
Johnson Family Cemetery	Within 1 km	Site/ Cemetery	Historic	Undetermined	A mid-nineteenth to twentieth century family cemetery.
William Johnson Gravesite	Within 1 km	Site/ Grave	Historic	Undetermined	An 1888 gravesite of William Johnson.
Union Hall Independent Missionary Baptist Church	Within 1 km	Building/ OTHM	Historic	Undetermined	A 1924 Baptist church with a congregation dating to 1888.

Source: THC (2023).

Note: Bold rows indicate previously recorded sites within or immediately adjacent (i.e., within 300 feet) to the project area.

41WM1439, 41WM1440, and 41WM1461) have been determined not eligible for the NRHP or designation as an SAL (THC 2023). The remaining three sites were recommended not eligible within a previous project's ROW (i.e., 41WM1154) but are undetermined outside that ROW or lack official determinations (i.e., 41WM458 and 41WM782). Sites 41WM458 and 41WM782 are considered undetermined regarding their NRHP and SAL eligibility. All these sites warrant avoidance or further investigations except for the three sites determined not eligible for the NRHP.

Cemeteries/Gravesites

Two burial sites are in the study area but are not within or adjacent (within 300 feet) to the project area (see Figure 4). Neither site is a Historic Texas Cemetery (HTC) or has any other historic designation.

The Johnson Family Cemetery (WM-C051, Atlas #7491005103) at 9975 SH 29, east of Seward Junction between the Highline ROW and CR 266, dates to the mid-nineteenth century (THC 2023; Find A Grave 2007). The site is several hundred yards south of a residence accessed from SH 29 (Find A Grave 2007). The cemetery has 14 known graves (Find A Grave 2007).

The William Johnson gravesite (WM-C050, Atlas #7491005003) is 185 feet (56.4 m) south of CR 259 northeast of the Union Hall Baptist Church (THC 2023). Following the Civil War, Johnson (1804–1888) established a community camp at this site, later donating 7.5 acres (3.0 ha) for a church and school (Find A Grave 2010).

Historical Markers

Two historical markers are located within the study area, one of which is immediately adjacent to the project area (see Figure 4). The markers commemorate the early settlement history in the area (see below).

Centennial Marker

The Manuel Flores historical marker is immediately adjacent (i.e., within 1.5 feet [0.5 m]) to the project area situated along CR 260 (THC 2023). The gray granite slab (subtype #2) historical marker was erected in 1936 and reads as follows:

> "In this vicinity, Manuel Flores, an emissary of the Mexican government, with a small group of men conveying ammunition to the Indians on the Lampasas River, was surprised by Rangers under Lieutenant J. O. Rice in May 1839 and killed." (# 5491009093).

Almost 500 Centennial Markers were erected throughout the state to celebrate the centennial of the 1836 Republic of Texas. This Centennial Marker is eligible for the NRHP under Criterion A for Social History at the state level of significance in the *Monuments and Buildings of the Texas Centennial MPS* (TxDOT 2023, Wilson and Smith 2018).

OTHM

An OTHM for the 1924 Union Hall Independent Missionary Baptist Church (OTHM # 5507015115) is within the study area. The historical marker was erected in 1986 (THC 2023). During the late-nineteenth century, a group of Liberty Hill Baptists built a schoolhouse in this location called Union Hall (THC 2023). In 1888, a church was built next to the schoolhouse, which was later rebuilt in 1924 (HMDB 2023). The William Johnson gravesite is also on the grounds of the historical property.

Historical Map Review

Sixty PHSs were identified within the study area (Figure 5). Fifteen PHSs were identified immediately adjacent (i.e., within 300 feet [91.4 m]) to the project area; this includes one gravel pit. One PHS was identified within the project area. All structures are depicted on reviewed historical maps dating from 1893 to 1966 (see Figure 5) (Foster et al. 2006; Historic Aerials 2023; USGS 2023b). Note that the overall total includes five gravel pits, the Union Hall Church, and a windmill.

An architectural historian conducted a desktop review using Google Street View to identify historical resources adjacent to the project area (Google Earth 2023). Preliminary analysis identified a ca. 1945 Minimal Traditional-style house at 340 CR 260 that would be directly impacted from the project. A ca. 1930 pyramidal cottage and associated agricultural resources at 450 CR 260, adjacent to the project area, is another possible constraint if determined eligible for the NRHP. Additional resources adjacent to the project area may also possess significance and may be recommended eligible for the NRHP following a historic resources survey.

Ten potential historical linear features were identified that intersect the project area (see Figure 5). All 10 are formerly mapped unimproved roads, levees, and primary or secondary highways identified on historical topographic maps from 1962 (USGS 1962). These linear features consist of former road infrastructure that have significantly changed since 1962 (Google Earth 2023).

PROPOSED SCOPE OF WORK

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of the portions of the 2.15-mile-long (3.46-km-long) project area on state lands; the total acreage of the survey area is 44.85 acres (18.15ha). The field survey will be performed by a team of SWCA archaeologists walking the proposed project area. SWCA will incorporate approximately 100-foot-wide (30.5-m) transects with archaeologists examining the ground surface for artifacts and features. The survey will be of sufficient

intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be approximately 12 inches (30 centimeters [cm]) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface or culturally sterile deposits, whichever comes first. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a sub-meter accurate GPS receiver, and each test will be recorded on appropriate project field forms. Shovel tests will be excavated according to THC standards. For linear projects, THC standards require a minimum of 16 shovel tests per linear mile of approximately 100-foot-wide (30.5-m) ROW. Any deviations from these standards will be clearly discussed and explained in the resulting report for the investigation. Based on these standards, a minimum of 80 shovel tests will be required for this project. Areas with previously recorded sites or other cultural resources revealed in the archival research will require additional shovel testing to explore the nature of the cultural deposits. In the event that shovel test excavations determine the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that would require deep testing (i.e., backhoe trenching) if future impacts from the proposed project are anticipated to be deeper than 31 inches (80 cm) below surface. If deep testing is determined to be necessary, an amendment detailing this proposed methodology would be submitted to this ACT permit.

A review conducted by SWCA geoarchaeologist, Analise Hollingshead, M.S., determined that no crossings warranting deep test investigations are present within the proposed project area. The project area is located within a broad, dissected limestone plateau located east of the drainage divide between the major Colorado and Brazos Rivers. The soils and geology data do not indicate the presence of deep Holocene-aged deposits, but rather shallow, rocky soils primarily derived from colluvial slope wash overlying shallowly buried bedrock.

Site Documentation

If an archaeological site is encountered during the investigation, it will be explored as much as possible with consideration to land access constraints. All recorded sites will be mapped in detail and plotted on USGS 7.5-minute topographic quadrangle maps with a hand-held, sub-meter accurate GPS unit and appropriate project maps for planning purposes. All discovered sites will be assessed regarding potential significance so that recommendations can be made for property management (i.e., avoidance, non-avoidance, or further work). Existing standing structures more than 45 years in age within the project area viewshed will be photographed and documented. A review of historic aerial maps will be conducted, and a preliminary assessment of the structures will be conducted by a Secretary of the Interior-qualified architectural historian to determine their potential significance and age. The analysis will follow National Park Service (NPS) guidelines (NPS 1983, Little et al. 2000).

All discovered cultural resources will be delineated and recorded following CTA standards promulgated by the THC. Upon encountering an archaeological site in the proposed project area, it will be explored as much as possible with consideration of land access constraints. An archaeological site is defined as physical evidence of human activity that is at least 50 years old and contain, or are characterized, by one or more of the following criteria:

- Ten or more artifacts (of any class and type) within a 50-foot (15-m) diameter area. Fire-cracked rock or artifacts that all appear to originate from a single source (e.g., one ceramic pot drop, one broken glass bottle) are not considered a site; however, discrete, single knapping episodes (activity areas) are also treated as a site.

- One or more datable archaeological features (with or without associated artifacts);
- Two or more undatable archaeological features within 100 feet (30.5 m) of each other; or
- A single undatable feature with associated artifacts.

If an archaeological site is discovered during the investigation, SWCA will excavate a minimum of six shovel tests within the site and two delineation shovel tests that are negative for cultural material in each cardinal direction (n=8). All discovered sites will be assessed for their potential significance so that recommendations can be made for proper management (i.e., avoidance, non-avoidance, or further work). Cultural manifestations observed greater than 100 feet (30.5 m) apart will be considered spatially unrelated, and cultural materials that do not fit within the aforementioned archaeological site criteria will be considered Isolated Occurrences (IO). As such, occurrences will be recorded noting the type and quantity of materials, as well as the size and shape of any features, architectural/construction details, possible function, and any potential relationship to nearby cultural materials. Additionally, guidelines set forth by the THC's *Guidance for Studying Late 19th-Century and Early 20th-Century Sites* (THC 2023b) will be followed for any historic-age sites documented within the project area.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

Reporting and Curation

SWCA will prepare a draft report of the investigation within 4 weeks of completion of the field survey. The archaeological report will conform to THC and CTA reporting standards. The report will document the general nature of the project area, the methodology used in the investigation, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and SAL status.

SWCA will submit a digital draft copy of the report to Williamson County for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as project area shapefiles, to the THC, and complete an Abstracts in Texas Contract Archeology Summary form and abstract text online. Field records will be curated at an approved curatorial facility which, in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

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Commissioners Court - Regular Session **80.**

Meeting Date: 11/21/2023

2019 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2019 Road Bond Transfer to move $280,000 from P399 (2019 Road Bond Non Departmental) to P620 (FM 973 Signal at Taylor High School).

Background

Please see the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Memo

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 11:08 AM
Form Started By: Tomika Lynce		Started On: 11/16/2023 10:52 AM
Final Approval Date: 11/16/2023		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

November 13, 2023

Re: 2019 Road Bond Budget Allocation

Dear Ms. Lynce,

Please make the following budget allocations for the 2019 Road Bond Program:

- Move $280,000.00 from P399 Unallocated Interest to P620 FM 973 Signal at Taylor High School.

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen A. Eschberger, P.E.

Cc: Julie Kiley, Williamson County Auditor
Pam Navarrette, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Michael J. Weaver, HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **81.**

Meeting Date: 11/21/2023

CR 314 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Lorey Stabeno for 0.556 acres needed as right of way on the CR 314 project (Parcel 22). Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 09:17 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 04:34 PM
Final Approval Date: 11/16/2023		

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **LOREY STABENO, as her sole and separate property** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.556 acre (24,227 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 22):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of ONE HUNDRED TWENTY-ONE THOUSAND ONE HUNDRED FORTY and 00/100 Dollars ($121,140.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before December 15, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(d) It is expressly understood and agreed that Seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

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) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 15, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

Lory Stabeno

~~Lory~~ Stabeno
Lorey

Address: 1020 Old 1460 Tr,

Georgetown, TX 78626

Date: 11-10-2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.556 ACRE (24,227 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 22.245 ACRE TRACT OF LAND DESCRIBED IN A GIFT DEED TO LOREY STABENO, RECORDED IN VOLUME 635, PAGE 612 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.556 ACRE (24,227 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found on the existing southerly right-of-way (ROW) of County Road 314 (C.R. 314) (ROW varies), for the northeast corner of that certain called 3.715 acre tract conveyed to Theron Vaughan and Ellie Vaughan by Warranty Deed of record in Document No. 2020009605, said Official Public Records, for the northwest corner of said 22.245 acre tract, (Grid Coordinates determined as N=10,263,865.33, E=3,155,639.44), and for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which point a 1/2 inch iron rod found in the existing southerly ROW line of C.R. 314, for the northwest corner of said 3.715 acre tract, bears S 68°31'59" W, a distance of 94.89 feet;

1) **THENCE**, **N 68°31'59" E**, with the existing southerly ROW line of C.R. 314, same line being the north boundary line of said 22.245 acre tract of land, a distance of **606.09 feet** to a 1/2 inch iron rod found at the intersection of said C.R. 314, and the west ROW line of County Road 315 (C.R. 315), for the northeast corner of said 22.245 acre tract, and for the northeast corner of the herein described parcel;

2) **THENCE, S 21°17'33" E,** departing the existing ROW line of said C.R. 314, with the common boundary line of said 22.245 acre tract and C.R. 315, a distance of **38.73 feet**, to a calculated point, being 68.00 feet right of C.R. baseline station 109+18.99, for the southeast corner of the herein described parcel;

THENCE, over and across said 22.245 acre tract, the following two (2) courses and distances:

3) **S 68°21'24" W,** a distance of **416.92 feet**, to a calculated point of curvature to the left and being 68.00 feet right of C.R. baseline station 105+02.07;

4) along a curve to the left, having a radius of **5,932.00 feet**, a delta angle of **01°49'36",** an arc length of **189.13 feet**, and a chord which bears **S 67°26'36" W,** a distance of **189.13 feet**, to a calculated point, on the west boundary line of said 22.245 acre tract, same line being the east boundary line of said 3.715 acre tract, and being 68.00 feet right of C.R baseline station 103+10.77;

5) **THENCE, N 21°25'25" W,** with the common boundary line of said 22.245 acre tract and said 3.715 acre tract, a distance of **43.61 feet**, to the **POINT OF BEGINNING**, containing 0.556 acres (24,227 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

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

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001

Date

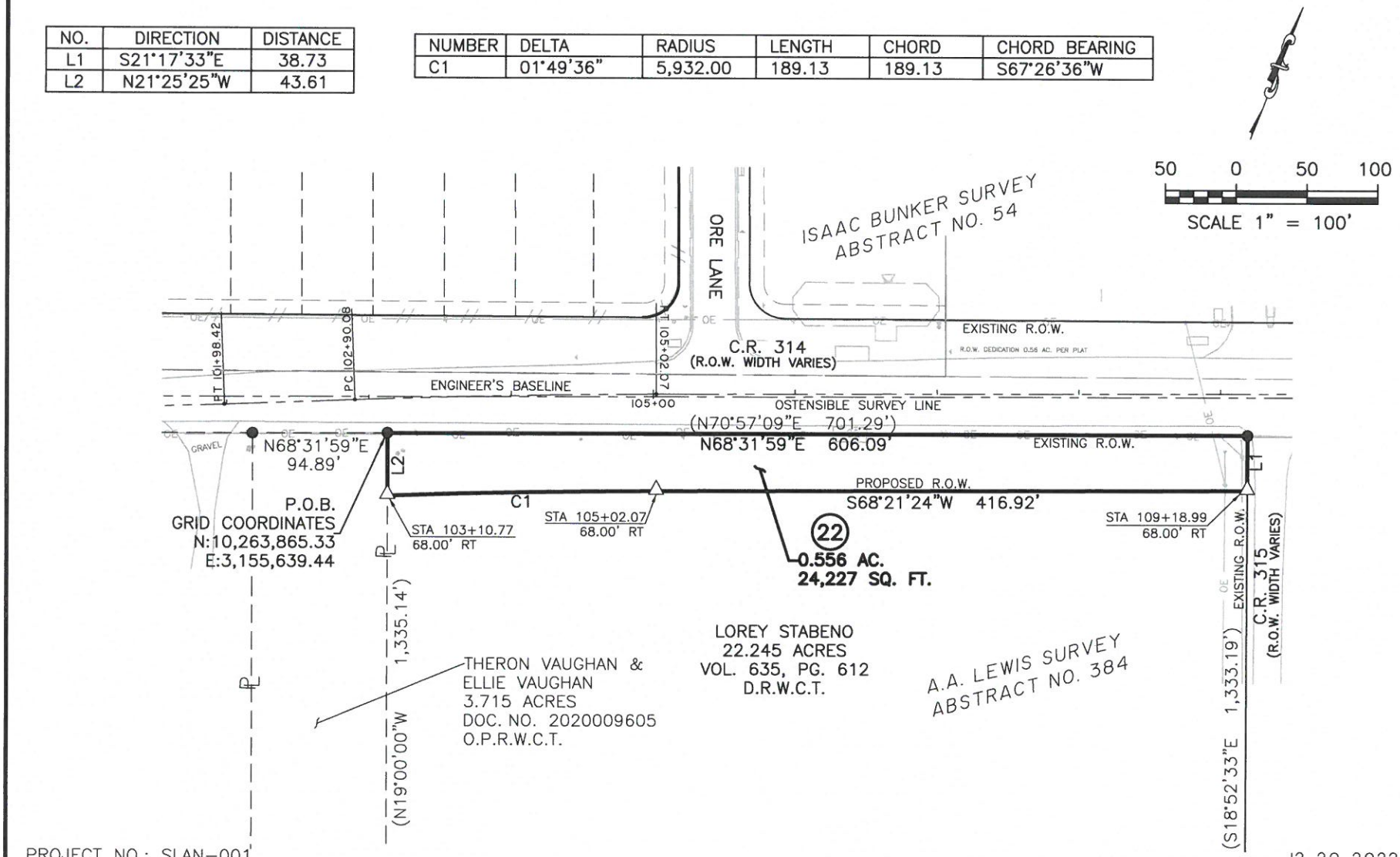
PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/12/2023

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	S21°17'33"E	38.73
L2	N21°25'25"W	43.61

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°49'36"	5,932.00	189.13	189.13	S67°26'36"W



PROJECT NO.: SLAN-001

12-20-2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

LOREY STABENO

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

PARCEL 22
0.556 AC.
24,227 SQ. FT.

S:\SEILER-LANKES\C.R. 314\4-Drawings\PARCEL 22-STABENO.dwg

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

▣	TXDOT TYPE II MON FOUND
◉	1/2" IRON ROD WITH CAP FOUND
●	1/2" IRON ROD FOUND
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
✪	COTTON GIN SPINDLE FOUND
△	CALCULATED POINT
ℙ	PROPERTY LINE

P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
( )	RECORD INFORMATION
	BREAKLINE

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/12/2023

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

PROJECT NO.: SLAN-001

12-20-2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

LOREY STABENO

PARCEL 22
0.556 AC.
24,227 SQ. FT.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

S:\SEILER-LANKES\CR 314\4-Drawings\PARCEL 22-STABENO.dwg

EXHIBIT "B"

Parcel 22

DEED
County Road 314 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 **LOREY STABENO, as her sole and separate property,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.556 acre (24,227 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No.384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 22)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2023.

[signature page follows]

GRANTOR:

_____
Lorey Stabeno, as her sole and separate property

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Lorey Stabeno, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **82.**

Meeting Date: 11/21/2023

CR 314 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with John B. Schwertner for 0.456 acres needed as right of way on the CR 314 project (Parcel 7). Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contraact

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 09:18 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 04:36 PM
Final Approval Date: 11/16/2023		

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JOHN B. SCHWERTNER** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.456 acre (19,862 square foot) tract of land, out of and situated in the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 7):**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property, any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of SEVENTY-ONE THOUSAND ONE HUNDRED TEN and 00/100 Dollars ($71,110.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions

2.03. Replacement Drives. As an obligation which shall survive the Closing of this Contract, Purchaser agrees that it shall cause replacement driveway facilities to be constructed at its sole cost as part of the proposed CR 314 roadway improvement project upon the Property, in the locations and in substantial compliance with the specifications as shown in Exhibit "B" attached hereto and incorporated 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 Longhorn Title Company on or before November 30, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(d) It is expressly understood and agreed that Seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

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) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after November 30, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

John Schwertner

Address: 1171 CO. RD. 314

JARREL TX. 76537

Date: 11-3-2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.456 ACRE (19,862 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 14.238 ACRE OF LAND DESCRIBED IN A SPECIAL WARRANTY GIFT DEED TO JOHN B. SCHWERTNER RECORDED IN DOCUMENT NO. 2008086836, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.456 ACRE (19,862 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, being on the proposed northerly right-of-way (ROW) line of County Road 314 (C.R. 314) (ROW width varies), said point being on a boundary line of that called 81.949 acre tract of land described in a Warranty Deed with Vendor's Lien to Pale Rider LP recorded in Document No. 2019091043, of the Official Public Records of Williamson County, Texas, same line being on the existing westerly boundary line of said 14.238 acre tract, (Grid Coordinates determined as N=10,263,030.94, E=3,153,309.00), and being 68.00 feet left of C.R. 314 baseline station 78+37.88, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, with the proposed northerly ROW line of said C.R. 314, through the interior of said 14.238 acre tract, the following three (3) courses:

1) **N 69°04'07 E**, for a distance of **324.34** feet to a calculated point for the beginning point of a curve to the left and being 68.00 feet left of C.R. 314 baseline station 81+62.21;

2) along a curve to the left, having a radius of **5,932.00** feet, a delta angle of **00°54'53"**, an arc length of **94.70** feet, and a chord which bears **N 68°36'40" E** a distance of **94.70** feet to a calculated point of tangency and being 68.00 feet left of C.R. 314 baseline station 82+58.00;

3) **N 68°09'14 E**, for a distance of **318.92** feet to a calculated point, said point being on a boundary line of said 81.949 acre tract, same line being the existing easterly boundary line of said 14.238 acre tract and being 68.00 feet left of C.R. 314 baseline station 85+76.92;

4) **THENCE, S 21°24'51" E,** departing said proposed northerly ROW line, with a boundary line of said 81.949 acre tract, same line being the existing easterly boundary line of said 14.238 acre tract, for a distance of **28.61** feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 1817" found, being on the existing northerly ROW line of C.R. 314 (ROW width varies), being an ell corner in the southerly boundary line of said 81.949 acre tract, same point being the southeasterly corner of said 14.238 acre tract, for the southeasterly corner of the herein described parcel;

5) **THENCE, S 68°39'01" W,** with said existing northerly ROW line of C.R. 314, same line being the existing southerly boundary line of said 14.238 acre tract, for a distance of **737.94** feet to a 1/2 inch iron rod with plastic cap stamped "RPLS 1817" found, being an ell corner in the southerly boundary line of said 81.949 acre tract, same line being the southwesterly corner of said 14.238 acre tract, for the southwesterly corner of the herein described parcel;

6) **THENCE, N 21°24'51" W,** departing said existing northerly ROW line of C.R. 314, with a boundary line of said 81.949 acre tract, same line being the existing westerly boundary line of said 14.238 acre tract, for a distance of **28.15** feet to the **POINT OF BEGINNING**, containing 0.456 acre (19,862 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

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

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001

Date

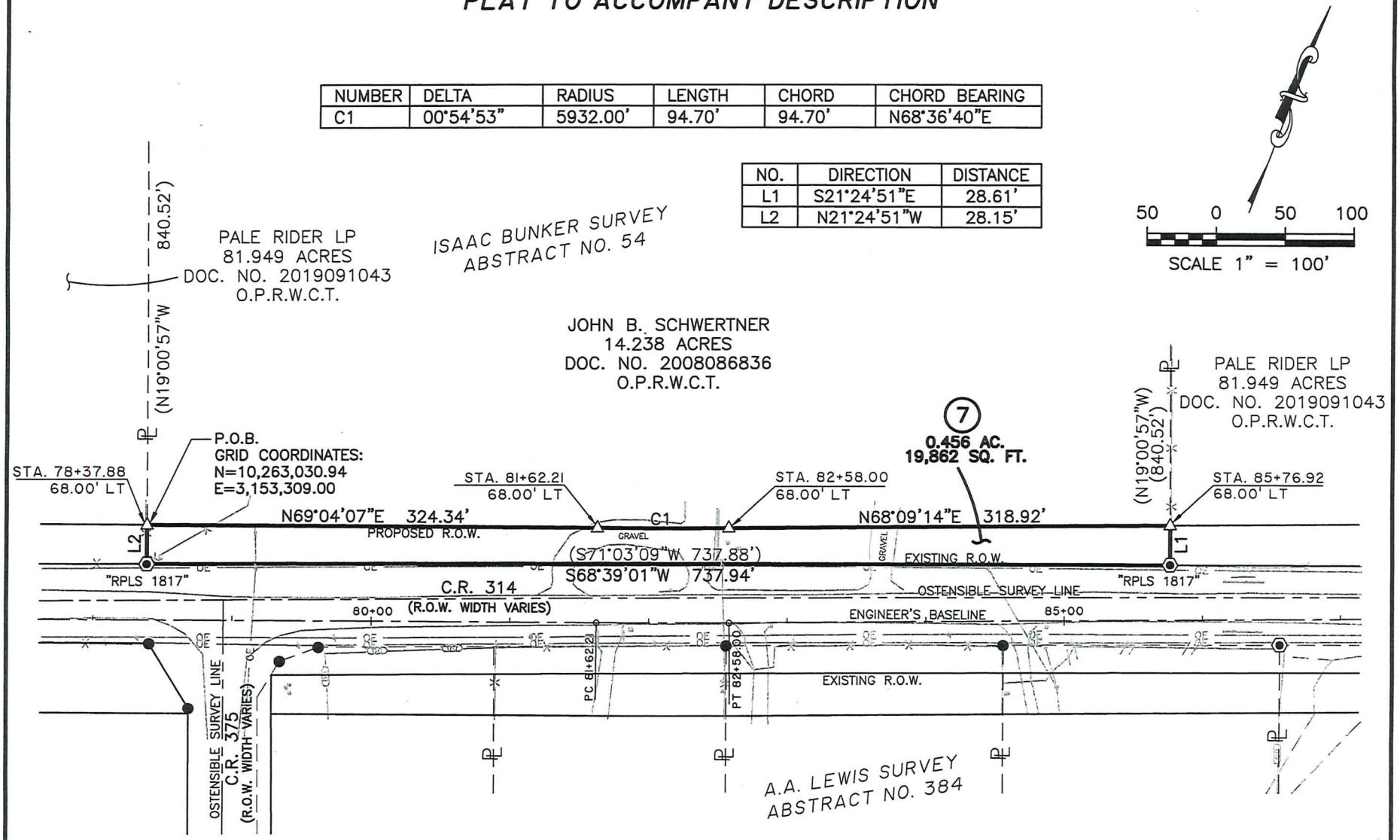
PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
12/10/2022

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°54'53"	5932.00'	94.70'	94.70'	N68°36'40"E

NO.	DIRECTION	DISTANCE
L1	S21°24'51"E	28.61'
L2	N21°24'51"W	28.15'



PROJECT NO.: SLAN-001

12-02-2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JOHN B. SCHWERTNER

PARCEL 7
0.456 AC.
19,862 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-Drawings\PARCEL 7-SCHWERTNER.dwg

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

▣	TXDOT TYPE II MON FOUND
◉	1/2" IRON ROD WITH CAP FOUND
●	1/2" IRON ROD FOUND
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
✪	COTTON GIN SPINDLE FOUND
△	CALCULATED POINT
℄	PROPERTY LINE

P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
( )	RECORD INFORMATION
	BREAKLINE

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
12/10/2022

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

PROJECT NO.: SLAN-001

12-02-2022

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JOHN B. SCHWERTNER

PARCEL 7
0.456 AC.
19,862 SQ. FT.

SCALE 1" = 100'

WILLIAMSON COUNTY

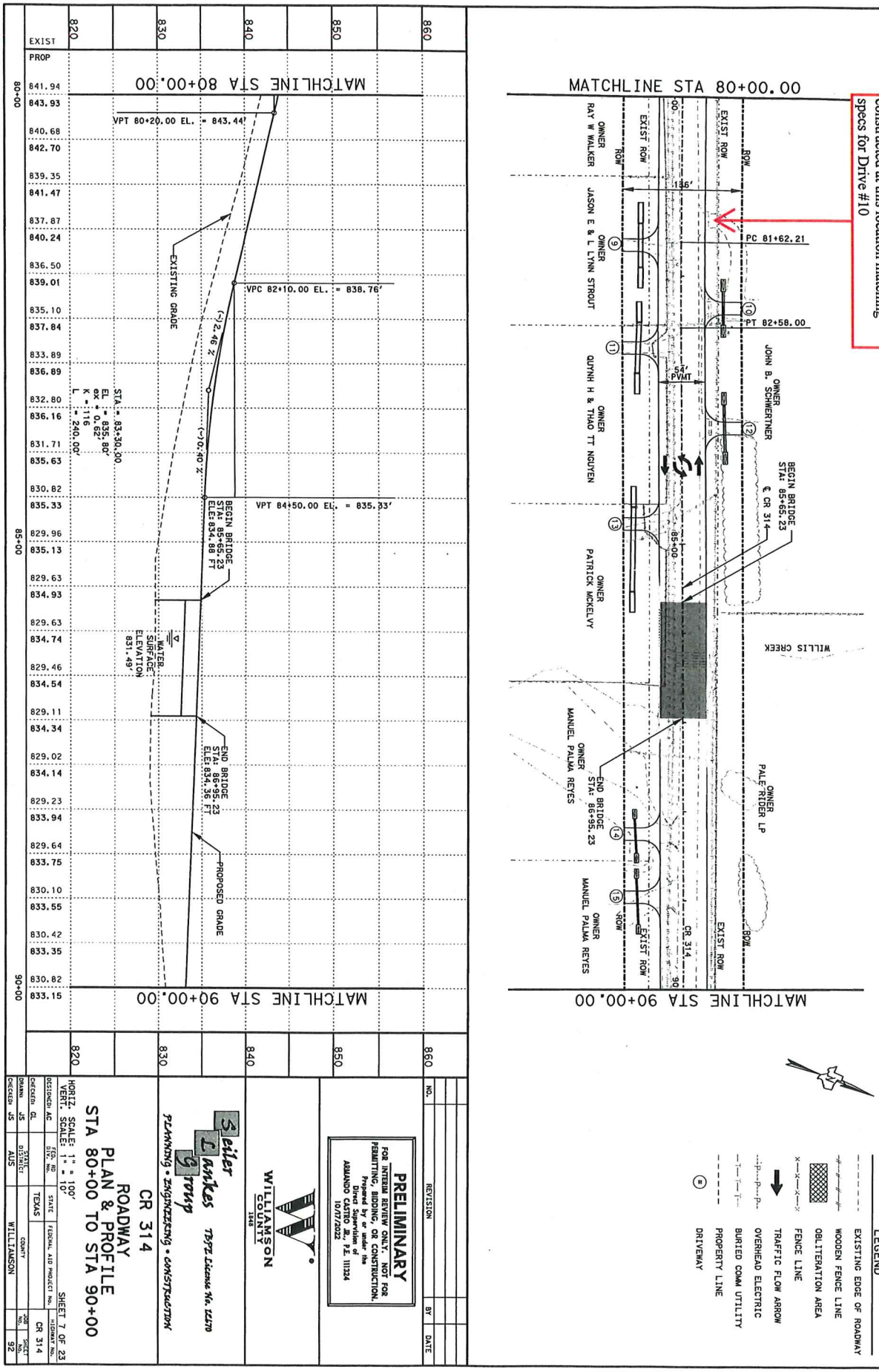
PROJECT C.R. 314

S:\SEILER-LANKES\CR 314\4-Drawings\PARCEL 7-SCHWERTNER.dwg

60% SUBMITTAL

EXHIBIT "B"

USER: mcastro
DATE: 10/17/2022 6:38
SCRIPT: pw://server.alg-eng.com:Sig-ds/Documents/WILC0301-CR314/Design_Data/4 - Design/Miscellaneous/CR314_lpkt.pen
FILE: pw://server.alg-eng.com:Sig-ds/Documents/WILC0301-CR314/Design_Data/4 - Design/Plan_Set/03. Roadway/CR314_PP_07.dgn



NO.	REVISION	BY	DATE

PRELIMINARY
FOR INTERIM REVIEW ONLY, NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by, or under the Direct Supervision of
ARMANDO CASTRO JR., P.E. 111324
10/17/2022

WILLIAMSON COUNTY
1848

Seiler Lankes Group
TBPE License No. 12570
PLANNING • ENGINEERING • CONSTRUCTION

CR 314
ROADWAY
PLAN & PROFILE
STA 80+00 TO STA 90+00

DESIGNED: AC	DETAILED: GL	CHECKED: GL	DRAWN: JS	CHECKED: JS	HORIZ. SCALE: 1" = 100' VERT. SCALE: 1" = 10'

DISTRICT	COUNTY	FEDERAL AID PROJECT NO.	SHEET NO.
AUS	WILLIAMSON	CR 314	7 OF 23

EXHIBIT "C"

Parcel 7

DEED
County Road 314 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 **JOHN B. SCHWERTNER,** a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.456 acre (19,862 square foot) tract of land, out of and situated in the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 7)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

_____
John B. Schwertner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by John B. Schwertner, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **83.**

Meeting Date: 11/21/2023

CR 255 Purchase Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Michael J. and Florence Tomjack for 1.202 acres needed as right of way for the CR 255 project (Parcel 5). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 09:19 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 04:41 PM
Final Approval Date: 11/16/2023		

REAL ESTATE CONTRACT
CR 255 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MICHAEL J. AND FLORENCE TOMJACK**(referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 1.202-acres (52,346 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of EIGHTY-EIGHT THOUSAND NINE HUNDRED NINETY and 00/100 Dollars ($88,990.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of FIFTY-NINE THOUSAND SIX HUNDRED NINETY-SIX and 00/100 Dollars ($59,696.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to the Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before December 15, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the 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 insure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLERS:

Michael J. Tomjack

Michael J. Tomjack

Date: 11/3/2023

Address: 3750 County Road 255
Georgetown, TX 78633

Florence Tomjack

Florence Tomjack

Date: 11/3/2023

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

1.202 ACRE RIGHT-OF-WAY PARCEL NO. 05
MICHAEL J. TOMJACK
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 1.202 ACRES (APPROXIMATELY 52,346 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 0.398 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. TOMJACK, IN A DEED DATED AUGUST 2, 1991 AND RECORDED IN VOLUME 2040, PAGE 515, DEED RECORDS WILLIAMSON COUNTY, TEXAS AND THAT CERTAIN CALLED 10.00 ACRE TRACT OF LAND CONVEYED TO MICHAEL J. TOMJACK IN A DEED DATED JANUARY 18, 2001 AND RECORDED IN DOCUMENT NO. 2001004093, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.202 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found in the East right-of-way line of County Road 255 (right-of-way width varies), for the Southwest corner of the herein described tract, the Southwest corner of said Tomjack tract, and the Northwest corner of a called 37.50 acre tract of land as described in the deed conveyed to Stephen P. Walker and Margaret R. Walker filed of record in Document No. 9757288, Official Public Records Williamson County, Texas, from which a ½ inch iron rod found in the East line of said County Road 255 at the most westerly southwest corner of a tract of land as conveyed in the deed to Willis Daulton and Cheryl S. Halliburton filed of record in document number 199715678, official public records, Williamson County, Texas bears South 20°58'31" East a distance of 99.90 feet;

THENCE North 20°07'49" West with the East right-of-way line of said County Road 255 and the West line of said Tomjack tract a distance of 95.91 feet to an angle point;

THENCE North 12°06'38" West with the East right-of-way line of said County Road 255 and the West line of said Tomjack tract a distance of 344.25 feet to an angle point;

THENCE North 06°22'58" West with the East right-of-way line of said County Road 255 and the West line of said Tomjack tract a distance of 248.25 feet to an angle point;

THENCE North 07°31'30" West with the East right-of-way line of said County Road 255 and the West line of said Tomjack tract a distance of 26.47 feet to the Northwest corner of the herein described tract for the Northwest corner of said Tomjack tract and the Southwest corner of a called 11.00 acre tract of land as described in the deed conveyed to Sasha M. Tingle filed of record in Document No.: 2019059921, Official Public Records, Williamson County, Texas from which a ½" iron rod with plastic cap marked "B&G Surveying" found at the Northwest corner of said Tingle tract bears North 06°09'39" West a distance of 51.57 feet;

THENCE North 69°39'26" East with the North line of said Tomjack tract and the South line of said Tingle tract a distance of 50.44 feet to the Northeast corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" from which the northeast corner of a called 0.40 acre Tomjack tract bears North 69°39'26" East distance of 521.34 feet and from which a ½ inch iron rod bears South 20°17'21" East a distance of 0.11 feet;

THENCE in a southeasterly direction across said Tomjack tract with a curve to the left an arc distance of 708.35 feet (having a radius of 4,612.00 feet, a chord bearing of South 14°03'05" East, chord distance of 707.65 feet, and a delta of 08°48'00") to the Southeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" , set in the South line of said Tomjack tract, and the North line of said Walker Tract, from which a ½ inch iron rod found at the Southeast corner of said Tomjack tract bears North 69°39'30" East a distance of 598.45 feet,

THENCE South 69°39'30" West with the South line of said Tomjack tract and the North line of said Walker tract a distance of 88.30 feet to the **POINT OF BEGINNING**, containing 1.202 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075054-02-PARCEL 05-PT1.

Charles G. Walker Date: October 2, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 1.202 ACRES (APPROXIMATELY 52,346 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO MICHAEL J. TOMJACK, IN A DEED DATED DECEMBER 12, 1995 RECORDED IN DOCUMENT NO. 1995055493 AND 2001004093 DATED JANUARY 18, 2001 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2301760 issued by Texan Title Insurance Company on May 23, 2023, 8:00am, with an effective date of May 18, 2023, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10.

c. Right of Way Easement dated January 28, 1981, executed by Leona Farris to Chisholm Trail Water Supply Corp., recorded in Volume 867, Page 159, Deed Records, Williamson County, Texas. (Does NOT affect)

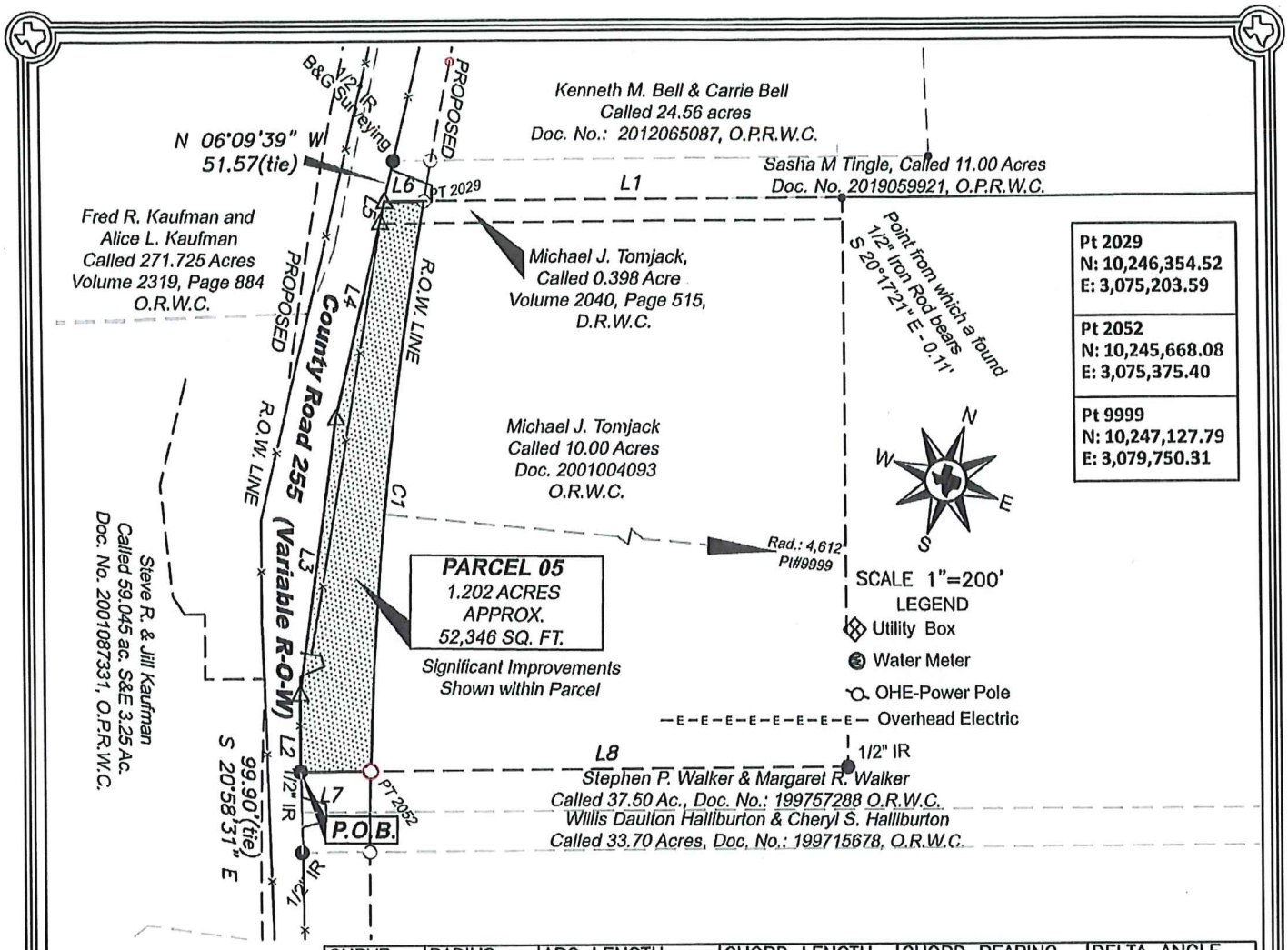
d. Right of Way Easement dated September 7, 1983, executed by Oliver W. Crinkelmeyer to Chisholm Trail, WSC, recorded in Volume 944, Page 778, Deed Records, Williamson County, Texas. (Does NOT affect)

LEGEND

○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
△	CALCULATED POINT
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
—X—	FENCE LINE
( )	RECORD INFORMATION

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	4612.00'	708.35'	707.65'	S 14°03'05" E	8°48'00"

LINE	BEARING	DISTANCE
L1	N 69°39'26" E	521.34'
L2	N 20°07'49" W	95.91'
L3	N 12°06'38" W	344.25'
L4	N 06°22'58" W	248.25'
L5	N 07°31'30" W	26.47'
L6	N 69°39'26" E	50.44'
L7	S 69°39'30" W	88.30'
L8	N 69°39'30" E	598.45'

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

CHARLES G. WALKER, TX. RPLS # 5283.
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: OCTOBER 2, 2022
DRAWING NO.: 0750504-02-PARCEL 05
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

Exhibit "B"

Parcel 5

DEED

County Road 255 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **MICHAEL J. AND FLORENCE TOMJACK**, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 1.202-acre (52,346 square foot) tract of land, out of and situated in the James Northcross Survey, Abstract No. 478, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 5**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2023.

[signature page follows]

GRANTORS:

_____
Michael J. Tomjack

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Michael J. Tomjack in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

_____
Florence Tomjack

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023 by Florence Tomjack in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **84.**

Meeting Date: 11/21/2023

Hero Way Possession and Use Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Possession and Use Agreement for Transportation Purposes with Brian Olson, Charity M. Olson, Gregory Olson and Hattie E. Olson for 0.403 acres needed as right of way and 0.441 acres needed as a high voltage transmission line (HVTL) easement for the Hero Way project (Parcel 332/332E). Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 09:21 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 04:45 PM
Final Approval Date: 11/16/2023		

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	
	§	Parcel No.: 332/332E
COUNTY OF WILLIAMSON	§	Project: Hero Way/RM 2243

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **BRIAN OLSON, CHARITY M. OLSON, GREGORY OLSON AND HATTIE E. OLSON** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing the Hero Way/RM 2243 roadway project and related appurtenances, drainage facility/grading and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat maps, or other descriptions attached hereto as Exhibits "A" and "B" and are made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use, the County will tender to the Grantor payment in the amount of **TWO HUNDRED TWELVE THOUSAND EIGHT HUNDRED SIXTY and no/100 DOLLARS ($212,860.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount of the Entry Deposit, then the Grantor agrees that the

difference between the amount of the Entry Deposit tendered and the amount of such final settlement or judgment for acquisition of the Property represents an overpayment and, upon written notice from the County, the Grantor will promptly refund the difference between the Entry Deposit and the amount of the settlement or judgment to the County.

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to a title company acting as escrow agent for the transaction (the "Effective Date").

4. The Grantor warrants and represents by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

   The above-made warranties are made by Grantor and accepted by the County subject to the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Effective Date.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be January 17, 2024.

6. This Agreement is made with the understanding that the County will continue to proceed with the acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all as the Property exists on the Effective Date of this Agreement. The County's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain

proceedings, except as such removal or construction of improvements may impact or damage the Remainder. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until the entry of judgment.

8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of 100% of the Entry Deposit. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.

10. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.

11. There shall be no drinking liquor, hunting, or fishing on the Property or any of Grantor's lands by the County, its officers, agents, employees, contractors, invitees, guests, or representatives at any time. No firearms or fishing equipment shall be taken on the property by the County, its officers, agents, employees, contractors, invitees, guests or representatives at any time. The County, its contractors, and any and all persons entering the Property under this Agreement shall not perform disorderly conduct and a portable sanitary facility shall be made available for the County's contractors and any and all persons entering the Property under this agreement.

12. The County shall have the right to remove any fence that now crosses the Property. Prior to cutting any fence, however, the County shall give timely notice to the Grantor to brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. If applicable, the County shall take reasonable steps to ensure that cattle, horses and/or other livestock cannot stray from the fenced pastures, including but not limited to informing Grantor of any fence removal and allowing for reasonable time to relocate said livestock. The County and its designated contractors, employees, and invitees agree to keep any and all gates and fences closed and locked at all

times except when passing through same.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

14. It is agreed the County will record this document.

15. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within sixty (60) days of the date that the Special Commissioners' Award is entered.

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

GRANTOR:

BRIAN OLSON

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 5TH day of November, 2023, by Brian Olson, in the capacity and for the purposes and consideration recited herein.

CRISTINA HOLMES
Notary ID #132202463
My Commission Expires
October 8, 2027

Cristina Holmes
Notary Public, State of Texas

GRANTOR:

Charity M. Olson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 5TH day of November, 2023, by Charity M. Olson, in the capacity and for the purposes and consideration recited herein.

CRISTINA HOLMES
Notary ID #132202463
My Commission Expires
October 8, 2027

Cristina Holmes
Notary Public, State of Texas

GRANTOR:

Gregory Olson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 5TH day of November, 2023, by Gregory Olson, in the capacity and for the purposes and consideration recited herein.

CRISTINA HOLMES
Notary ID #132202463
My Commission Expires
October 8, 2027

Cristina Holmes
Notary Public, State of Texas

GRANTOR:

Hattie E. Olson

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 5TH day of November, 2023, by Hattie Olson, in the capacity and for the purposes and consideration recited herein.

CRISTINA HOLMES
Notary ID #132202463
My Commission Expires
October 8, 2027

Cristina Holmes
Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2023, by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

EXHIBIT __A

County: Williamson
Parcel: 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;

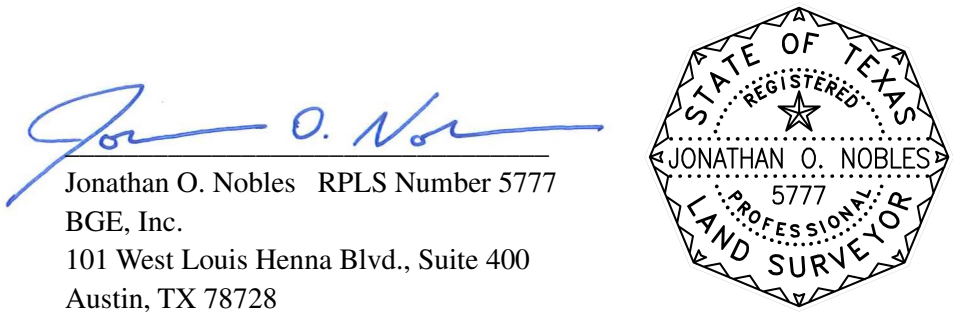
THENCE, with the west line of said Olson Tract and the east line of the remainder of said 13.371 acre Hoskins Tract, N 21°39'01" W a distance of 55.43 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,085.78, E: 3,086,233.31) set at the beginning 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.

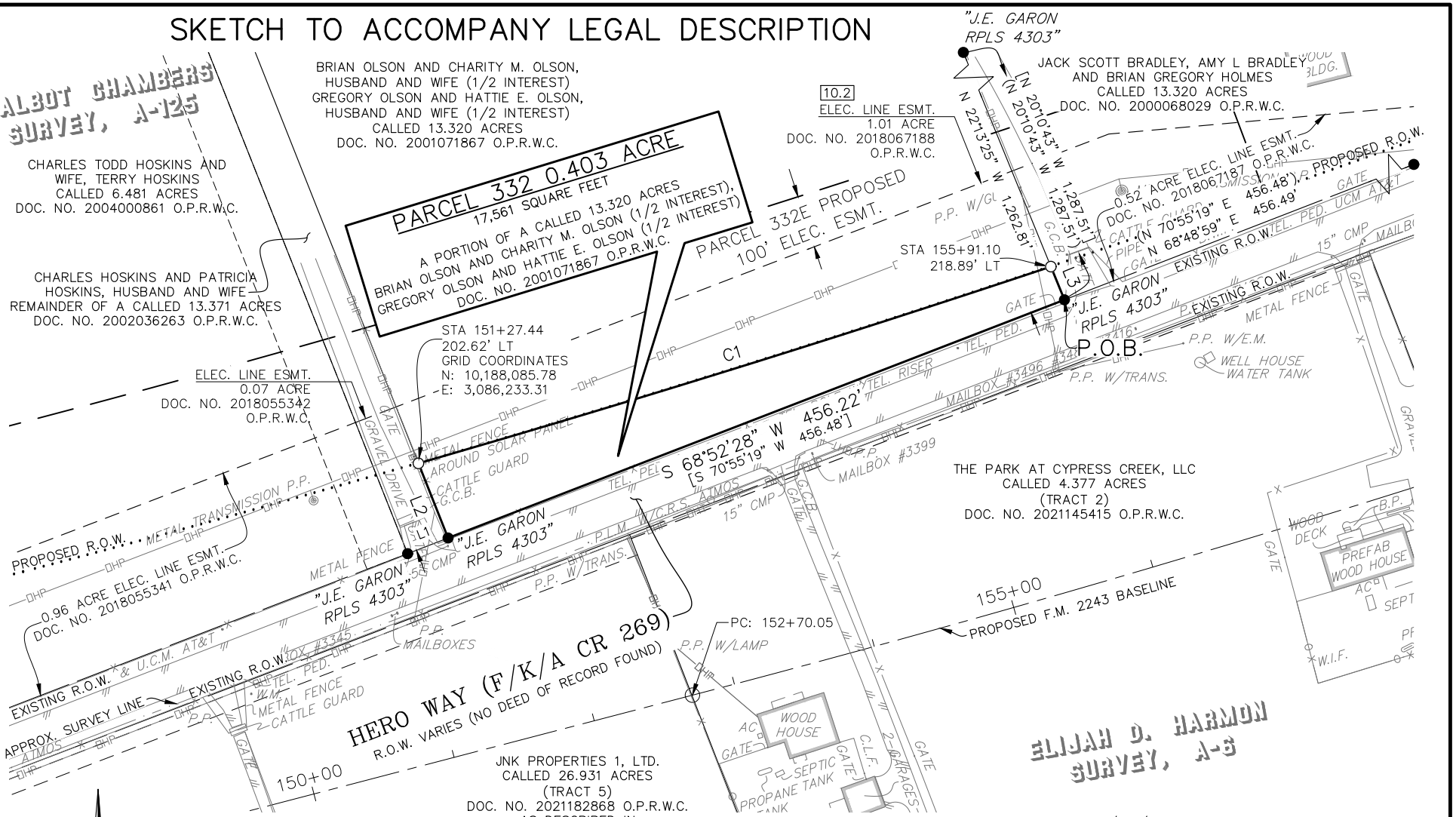


08/09/2023
Date

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

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 332
0.403 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	06/03/2022	3 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P332_EX1.dwg, 8/8/2023 9:54 AM, Damian Fisher

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P332_EX1.dwg, 8/8/2023 9:54 AM, Damian Fisher

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

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.

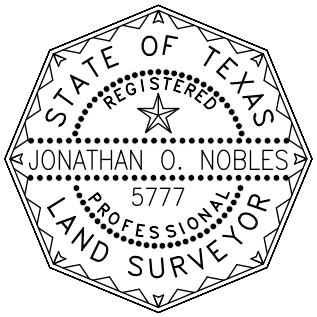
RESTRICTIVE COVENANT AND EASEMENT NOTES:

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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PARCEL PLAT
SHOWING PARCEL 332
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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.

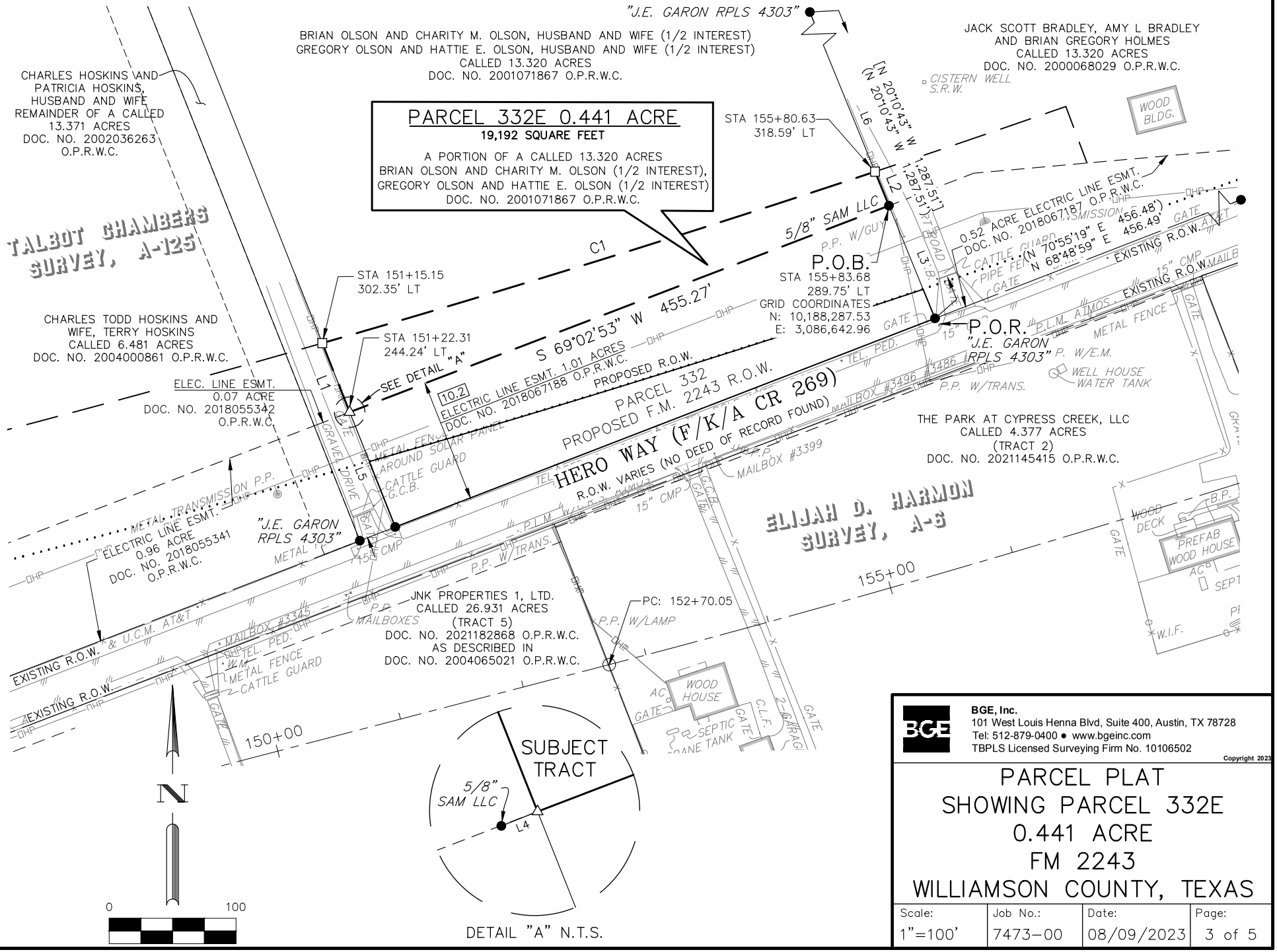
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

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
SHOWING PARCEL 332E
0.441 ACRE
FM 2243
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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FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/09/2023	4 of 5

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-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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101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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Meeting Date: 11/21/2023

CR 255 Relocation Claims

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 2 relocation claims on the CR 255 project with Janet Jennings (Parcel 40) for a housing supplement and incidental costs related to the purchase of a replacement home.
Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RHP

claim

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 09:22 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 04:54 PM
Final Approval Date: 11/16/2023		

CLAIM FOR PAYMENT OF

☐ Down Payment ☒ Housing Supplement

Print or Type All Information - Read Rules on Reverse Side

1. Name of Claimant(s):
Janet Jennings and David Stephenson

Parcel No.: 40 | County: Williamson

Project: CR 255

2. Property Acquired by Williamson County
By: ☒ Negotiation ☐ Condemnation
Address:

3. Replacement Housing Address:
[redacted]
[redacted]s 78611

4. Occupancy of County-Acquired Property
From (Date): 2014
To (Date of Move):
☒ Owner-Occupant ☐ Tenant
☒ House ☐ Apartment
☐ Mobile Home ☐ Sleeping Room

5. Replacement Housing Data
a. Date of Physical Occupancy of Replacement Housing:
b. Filing Date of Instrument of Conveyance:
c. Purchase Price of Replacement Dwelling:
$295,000

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiations	06	14	2023
b. Date Property Acquired			2023
c. Date Required to Move	11	10	2023

7. Type and Amount of Claim:
a. Housing Supplement: $70,000
b. Down Payment: $

8. Payment of this claim in the amount shown in Block 7 is requested. I certify that this move was made as a result of the acquisition of property for highway purposes. The information submitted herewith is true and correct and that the dwelling I now occupy meets the standards for decent, safe and sanitary housing to the best of my knowledge and belief.

10-6-2023 — Date of Claim — Janet Jennings — Claimant

10-6-2023 — David Stephenson — Claimant

Spaces Below to be Completed by Williamson County

Show computations necessitated by previous payments or awards in condemnation on reverse side

The dwelling at the address under Block 3 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

11-1-2023 — Date of Inspection — Inspected By - Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment as follows:

Amount of $70,000

Date: 11-7-2023 By: Relocation Agent

Date: By: Williamson County Judge

REPLACEMENT HOUSING INSPECTION

Name of Claimant: Janet Jennings and David Stephenson	Parcel No.: 40	County: Williamson
		Project: CR 255

Address:
[redacted]

Number of Displaced Persons in Family: 2 — Purchase Price or Monthly Rent: $295,000

Replacement Dwelling

House ☒ Duplex ☐ Apartment ☐ Sleeping Room ☐

Mobile Home: Width:	Length:	Other:	
Floor Space: 2000 sq. ft.	No. Rooms: 8	No. Bedrooms: 3	No. Baths: 2

Dwelling Inspection

Yes	No		Yes	No	
☑	☐	1. Meets all applicable building codes	☑	☐	6. Has Provisions for artificial lighting in each room
☑	☐	2. Has required potable water	☑	☐	7. Is structurally sound, in good repair and adequately maintained
☑	☐	3. Has required kitchen facilities	☑	☐	8. Has required safe means of egress
☑	☐	4. Has required heating system	☑	☐	9. Has required habitable floor space
☑	☐	5. Has required bathroom facilities			

Comments:

The dwelling at the address above has been inspected and, in my opinion, meets the standards for decent, safe and sanitary housing.

11-1-2023
Date of Inspection

Inspected By - Signature

Replacement Housing Standards

A **decent, safe and sanitary dwelling** is any dwelling which meets the applicable housing and occupancy codes for the area in which the dwelling is located. However, if any of the following are not met by the applicable code, such following standards shall apply. The dwelling shall:

1. Be structurally sound, weathertight, and in good repair and shall contain a safe electrical wiring system adequate for lighting and other customary electrical devices. A replacement dwelling may reflect some physical defects and deferred maintenance if the flaws are easily correctable and do not threaten the general fitness, functional condition or habitability of the structure.

2. Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system.

3. Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced person. There shall be a separate, well lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.

4. Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.

5. For a handicapped displacee, be free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by such a displaced person.

CERTIFICATION OF ELIGIBILITY

Project: CR255
Parcel: 40

Displacee: Janet Jennings

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Janet Jennings
Claimant

Date: 8-9-23

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated un applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

CERTIFICATION OF ELIGIBILITY

Project: CR255
Parcel: 40

Displacee: David Stephenson

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

David Stevenson
Claimant

Date: AUG-9-2023

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

ONE TO FOUR FAMILY RESIDENTIAL CONTRACT (RESALE)

NOTICE: Not For Use For Condominium Transactions

11-07-2022

1. **PARTIES:** The parties to this contract are Quest Trust Company FBO Eddie Gant IRA #1017821 (Seller) and Janet Jennings (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** The land, improvements and accessories are collectively referred to as the Property (Property).
   A. LAND: Lot 1 Block 12 CASSIE Addition, City of Burnet, County of Burnet, Texas, known as 111 Buckboard Trail 78611 (address/zip code), or as described on attached exhibit.
   B. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.
   C. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.
   D. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____
   E. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. **SALES PRICE:**
   A. Cash portion of Sales Price payable by Buyer at closing ..... $ 295,000.00
   The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
   B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ..... $ _____
   C. Sales Price (Sum of A and B) ..... $ 295,000.00

4. **LEASES:** Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property. (Check all applicable boxes)
   ☐ A. RESIDENTIAL LEASES: The Property is subject to one or more residential leases and the Addendum Regarding Residential Leases is attached to this contract.
   ☐ B. FIXTURE LEASES: Fixtures on the Property are subject to one or more fixture leases (for example, solar panels, propane tanks, water softener, security system) and the Addendum Regarding Fixture Leases is attached to this contract.
   ☐ C. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party.
      ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
      ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. **EARNEST MONEY AND TERMINATION OPTION:**

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Independence Title/Dusti Herman (Escrow Agent) at 14362 West State Highway 29, Suite , Liberty Hill, TX 78642 (address): $ 3,000.00 as earnest money and $150.00 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of $ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 8 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. **TITLE POLICY AND SURVEY:**

A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Independence Title Company- Dusti Herman (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

(1) Restrictive covenants common to the platted subdivision in which the Property is located.

(2) The standard printed exception for standby fees, taxes and assessments.

(3) Liens created as part of the financing described in Paragraph 3.

(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.

(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.

(6) The standard printed exception as to marital rights.

(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.

(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:

☐ (i) will not be amended or deleted from the title policy; or

☒ (ii) will be amended to read, "shortages in area" at the expense of ☒ Buyer ☐ Seller.

(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

[X] (1) Within 10 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at [X] Seller's [ ] Buyer's expense no later than 3 days prior to Closing Date.

[ ] (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

[ ] (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: _____

Buyer must object the earlier of (i) the Closing Date or (ii) 7 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property [X] is [ ] is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2A in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, or operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. **If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association(s) should be used.**

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

(11) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): **Burnet County Groundwater District**

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice): (Check one box only)

[X] (1) Buyer has received the Notice.

[ ] (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.

[ ] (3) The Seller is not required to furnish the notice under the Texas Property Code.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

[X] (1) Buyer accepts the Property As Is.

[ ] (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete the repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a provider or administrator licensed by the Texas Department of Licensing and Regulation. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $ 750.00. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. **BROKERS AND SALES AGENTS:**

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before November 21, 2023, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

(5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION:

A. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: [X] upon closing and funding [ ] according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. SMART DEVICES: "Smart Device" means a device that connects to the internet to enable remote use, monitoring, and management of: (i) the Property; (ii) items identified in any Non-Realty Items Addendum; or (iii) items in a Fixture Lease assigned to Buyer. At the time Seller delivers possession of the Property to Buyer, Seller shall:

(1) deliver to Buyer written information containing all access codes, usernames, passwords, and applications Buyer will need to access, operate, manage, and control the Smart Devices; and

(2) terminate and remove all access and connections to the improvements and accessories from any of Seller's personal devices including but not limited to phones and computers.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) **This property is in the Burnet County Tax Records as PID 8254**

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed $ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money

will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
    A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
    B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
    C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.
    D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
    E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 2460 CR 255	**To Seller at:** 17171 Park Row #100
Georgetown, TX 78633	Houston, Texas 77084
Phone: (512)698-9882	Phone:
E-mail/Fax: janetjennings79@gmail.com	E-mail/Fax:
E-mail/Fax:	E-mail/Fax:
With a copy to Buyer's agent at: jon@braniganteam.com	With a copy to Seller's agent at: thomaslsaunders@remax.net

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (Check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☒ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Addendum for Authorizing Hydrostatic Testing
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Addendum Regarding Residential Leases
- ☐ Addendum Regarding Fixture Leases
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment
- ☒ Other (list): Non-Realty Addendum

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is:	Seller's Attorney is:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:

DocuSign Envelope ID: 446ED51D-51A4-4DD3-8B3D-35D2B90090D2

EXECUTED the 26 day of October, 2023 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Real Estate Specialist

10/25/2023
Buyer Janet Jennings

Juan Quintanilla
Juan Quintanilla (Oct 26, 2023 10:53 CDT)
Seller Quest Trust Company FBO Eddie Gant IRA #1012821

Buyer

Eddie Gant
Eddie Gant (Oct 26, 2023 10:50 CDT)
Seller Read & Approved

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 20-17. This form replaces TREC NO. 20-16.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Straight Realty, LLC. — Other Broker Firm	9001824 — License No.
RE/MAX Associates Northeast — Listing Broker Firm	90005459 — License No.
represents ☒ Buyer only as Buyer's agent ☐ Seller as Listing Broker's subagent	represents ☐ Seller and Buyer as an intermediary ☒ Seller only as Seller's agent
Jon Branigan — Associate's Name	489225 — License No.
Thomas Saunders — Listing Associate's Name	514825 — License No.
Team Name	Team Name
jon@braniganteam.com — Associate's Email Address	Phone
thomaslsaunders@remax.net — Listing Associate's Email Address	Phone
Crystal Parker — Licensed Supervisor of Associate	601144 — License No.
Buddy Wall — Licensed Supervisor of Listing Associate	249872 — License No.
210 Dillo Trail — Other Broker's Address	Phone
2940 Oak St — Listing Broker's Office Address	(281)358-8888 — Phone
Liberty Hill — City	TX — State	7864278 — Zip
Kingwood — City	TX — State	77339 — Zip
	Selling Associate's Name — License No.
	Team Name
	Selling Associate's Email Address — Phone
	Licensed Supervisor of Selling Associate — License No.
	Selling Associate's Office Address
	City — State — Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (5% _____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

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CK # 5421232 in the amount of $3,150.00

OPTION FEE RECEIPT

Receipt of $ 3150.00 (Option Fee) in the form of Cashiers CK # 5421232 is acknowledged.

Escrow Agent Independence Title/Dusti Herman — Date 10/27/23

EARNEST MONEY RECEIPT

Receipt of $ 3,000.00 Earnest Money in the form of Cashiers CK # 5421232 is acknowledged.

Independence Title — Escrow Agent; Received by; teamherman@independencettle.com — Email Address; 10/27/23 — Date/Time

14362 W. SH 29 # 202 — Address; 512-515-0110 — Phone

Liberty Hill — City; TX — State; 78642 — Zip; 512-515-0115 — Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Independence Title — Escrow Agent; Received by; teamherman@independencettle.com — Email Address; 10/26/23 — Date

14362 W. SH 29 # 202 — Address; 512-515-0110 — Phone

Liberty Hill — City; TX — State; 78642 — Zip; 512-515-0115 — Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of $ _____ additional Earnest Money in the form of _____ is acknowledged.

Escrow Agent; Received by; Email Address; Date/Time

Address; Phone

City; State; Zip; Fax

DocuSign Envelope ID: 446ED51D-51A4-4DD3-8B3D-35D2B90090D2

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-07-2022

ADDENDUM FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS ASSOCIATION

(NOT FOR USE WITH CONDOMINIUMS)

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

111 Buckboard Trail Burnet
(Street Address and City)

Cassie POA (254) 527-3339
(Name of Property Owners Association, (Association) and Phone Number)

A. SUBDIVISION INFORMATION: "Subdivision Information" means: (i) a current copy of the restrictions applying to the subdivision and bylaws and rules of the Association, and (ii) a resale certificate, all of which are described by Section 207.003 of the Texas Property Code.
(Check only one box):

☐ 1. Within _____ days after the effective date of the contract, Seller shall obtain, pay for, and deliver the Subdivision Information to the Buyer. If Seller delivers the Subdivision Information, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer does not receive the Subdivision Information, Buyer, as Buyer's sole remedy, may terminate the contract at any time prior to closing and the earnest money will be refunded to Buyer.

☐ 2. Within _____ days after the effective date of the contract, Buyer shall obtain, pay for, and deliver a copy of the Subdivision Information to the Seller. If Buyer obtains the Subdivision Information within the time required, Buyer may terminate the contract within 3 days after Buyer receives the Subdivision Information or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer. If Buyer, due to factors beyond Buyer's control, is not able to obtain the Subdivision Information within the time required, Buyer may, as Buyer's sole remedy, terminate the contract within 3 days after the time required or prior to closing, whichever occurs first, and the earnest money will be refunded to Buyer.

☐ 3. Buyer has received and approved the Subdivision Information before signing the contract. Buyer ☐ does ☐ does not require an updated resale certificate. If Buyer requires an updated resale certificate, Seller, at Buyer's expense, shall deliver it to Buyer within 10 days after receiving payment for the updated resale certificate from Buyer. Buyer may terminate this contract and the earnest money will be refunded to Buyer if Seller fails to deliver the updated resale certificate within the time required.

☒ 4. Buyer does not require delivery of the Subdivision Information.

The title company or its agent is authorized to act on behalf of the parties to obtain the Subdivision Information ONLY upon receipt of the required fee for the Subdivision Information from the party obligated to pay.

B. MATERIAL CHANGES. If Seller becomes aware of any material changes in the Subdivision Information, Seller shall promptly give notice to Buyer. Buyer may terminate the contract prior to closing by giving written notice to Seller if: (i) any of the Subdivision Information provided was not true; or (ii) any material adverse change in the Subdivision Information occurs prior to closing, and the earnest money will be refunded to Buyer.

C. FEES AND DEPOSITS FOR RESERVES: Buyer shall pay any and all Association fees, deposits, reserves, and other charges associated with the transfer of the Property not to exceed $ ~~400.00~~ $0 and Seller shall pay any excess. This paragraph does not apply to: (i) regular periodic maintenance fees, assessments, or dues (including prepaid items) that are prorated by Paragraph 13, and (ii) costs and fees provided by Paragraphs A and D.

D. AUTHORIZATION: Seller authorizes the Association to release and provide the Subdivision Information and any updated resale certificate if requested by the Buyer, the Title Company, or any broker to this sale. If Buyer does not require the Subdivision Information or an updated resale certificate, and the Title Company requires information from the Association (such as the status of dues, special assessments, violations of covenants and restrictions, and a waiver of any right of first refusal), ☒ Buyer ☐ Seller shall pay the Title Company the cost of obtaining the information prior to the Title Company ordering the information.

NOTICE TO BUYER REGARDING REPAIRS BY THE ASSOCIATION: The Association may have the sole responsibility to make certain repairs to the Property. If you are concerned about the condition of any part of the Property which the Association is required to repair, you should not sign the contract unless you are satisfied that the Association will make the desired repairs.

Real Estate Specialist

Buyer

Juan Quintanilla
Seller Quest Trust Company FBO Eddie Gant IRA #1017821

Buyer

Eddie Gant
Seller Read & Approved

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (www.trec.texas.gov) TREC No. 36-10. This form replaces TREC No. 36-9.

DocuSign Envelope ID: 446ED51D-51A4-4DD3-8B3D-35D2B90090D2

APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 10-10-11
FOR VOLUNTARY USE

NON-REALTY ITEMS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

111 Buckboard Trail, Burnet, TX 78611
(Address of Property)

A. For an additional sum of $ **-0-** and other and good valuable consideration, Seller shall convey to Buyer at closing the following personal property (specify each item carefully, include description, model numbers, serial numbers, location, and other information):

Washer, Dryer and 2 Refrigerators

B. Seller represents and warrants that Seller owns the personal property described in Paragraph A free and clear of all encumbrances.

C. Seller does not warrant or guarantee the condition or future performance of the personal property conveyed by this document.

Real Estate Specialist

DocuSigned by:
10/25/2023
Buyer
Janet Jennings

Juan Quintanilla
Juan Quintanilla (Oct 26, 2023 10:55 CDT)
Seller
Quest Trust Company FBO Eddie Gant IRA #1017821

Buyer

Eddie Gant
Eddie Gant (Oct 26, 2023 10:50 CDT)
Seller Read & Approved

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (HYPERLINK "http://www.trec.texas.gov" http://www.trec.texas.gov)

TREC NO. OP-M

DocuSign Envelope ID: C4CD4C3A-482B-4E42-B2AB-C02D55F11832
DocuSign Envelope ID: C46E94B0-398F-49A6-AE47-753E1E39D311

TEXAS REALTORS

INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT 111 Buckboard Trail Burnet, 78611

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

(1) Type of Treatment System: [X] Septic Tank [ ] Aerobic Treatment [ ] _____ [ ] Unknown

(2) Type of Distribution System: _____ [X] Unknown

(3) Approximate Location of Drain Field or Distribution System: _____ [X] Unknown

(4) Installer: _____ [X] Unknown

(5) Approximate Age: original with the house [ ] Unknown

B. MAINTENANCE INFORMATION:

(1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? [ ] Yes [X] No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard" on-site sewer facilities.)

(2) Approximate date any tanks were last pumped? June 2022 - per previous owner

(3) Is Seller aware of any defect or malfunction in the on-site sewer facility? [ ] Yes [X] No
If yes, explain: _____

(4) Does Seller have manufacturer or warranty information available for review? [ ] Yes [X] No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

(1) The following items concerning the on-site sewer facility are attached:
[ ] planning materials [ ] permit for original installation [ ] final inspection when OSSF was installed
[ ] maintenance contract [ ] manufacturer information [ ] warranty information [ ] _____

(2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.

(3) **It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.**

Information about On-Site Sewer Facility concerning 111 Buckboard Trail Burnet, 78611

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

Facility	Usage (gal/day) without water-saving devices	Usage (gal/day) with water-saving devices
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.

DocuSigned by: Eddie Gant 6/1/2023
Signature of Seller Date
Quest Trust Company FBO Eddie Gant IRA #1017821

Signature of Seller Date

Receipt acknowledged by:
DocuSigned by: 10/24/2023
Signature of Buyer Date

Signature of Buyer Date

EXP Realty, 10706 Drexel Ridge Lane Cypress, TX 77429 Phone: 9038064400 Fax: 9038064400
ROB TRIGG
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

DocuSign Envelope ID: 446ED51D-51A4-4DD3-8B3D-35D2B90090D2

CENTRAL TEXAS GROUNDWATER CONSERVATION DISTRICT

NOTICE TO PURCHASER

TO PURCHASER SHOWN BELOW:

The real property described below, which you are about to purchase, is located in the Central Texas Groundwater Conservation District (CTGCD), Burnet County, Texas. The District has taxing authority separate from any other taxing authority. The adopted tax rate for Tax Year 2022 is $0.0057 per $100.00 assessed valuation.

The legal description of the property which you are acquiring is as follows:

_____

_____

The purpose of the CTGCD is to conserve, preserve, protect, and recharge the groundwater resources of Burnet County, and to prevent waste and degradation of quality of those groundwater resources. **If an active or abandoned water well of any type is located on your property, you are required by CTGCD to register the well and/or transfer well ownership.** Before any new well may be drilled or completed it must be registered with the CTGCD and receive specific authorization to commence drilling. There is no need to register a well that has been permanently plugged. Depending on the type of well, it is possible that the well will additionally require an operating permit. Forms and information regarding this process can be found at centraltexasgcd.org/notice-to-purchaser/

The undersigned purchaser hereby acknowledges receipt of the foregoing notice prior to closing of the purchase of the real property described in such notice.

Purchaser

_____

Purchaser

_____

P.O. Box 870 • 225 S. Pierce, Suite 104 • Burnet, Texas 78611• Phone: 512-756-4900 • Fax: 512-756-4997
www.centraltexasgcd.org • district@centraltexasgcd.org

PROPERTY OWNER'S CLAIM FOR PAYMENT
INCIDENTAL EXPENSES OF PURCHASE OF REPLACEMENT DWELLING

1. Name of Claimant(s) Janet Jennings	Parcel No.: 40	County: Williamson Project: CR 255		
2. Occupancy of County-Acquired Property: From (Date): 2014 To (Date):	3. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	06	14	2023
4. Address of Replacement Property: [redacted]	b. Property Acquired by County			
	c. Replacement Property Acquired			
	d. Occupancy of Replacement Property			

5. Expenses (List below each item included in claim - attach receipts or closing documents to support each cost.)

Item	Amount
Escrow Fee to Independence Title	$550.00
T-R OP	$93.00
T-19.1 Res	$93.00
Recording Fee	$34.00
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	Total $770.00

6. Payment of this claim in the amount shown in Block 5 above is requested. I certify these incidental expenses were necessary in the purchase of my replacement dwelling and that I have not and will not accept reimbursement or payment from any other source for these expenses. I further certify that all information shown above is true and correct, and that the replacement dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief.

10-6-2023
Date of Claim

Janet Jennings
Claimant

Claimant

Spaces Below to be Completed by Williamson County

7. The dwelling at the address under Block 4 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

11-1-2023
Date of Inspection

Inspected By - Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment.

Amount of $770.00

11-7-2023
Date

Relocation Agent

Date

Williamson County Judge

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance 7. ☒ Cash Sale.	6. File Number **2339132-LBH**	7. Loan Number	8. Mortgage Ins Case Number

C. **Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
Janet Jennings [redacted] [redacted], TX 78633	[redacted] [redacted] Houston, TX 7784	

G. Property Location	H. Settlement Agent Name
Cassie, Lot 30, Blk 12, Burnet County, TX **111 Buckboard Trail** **Burnet, TX 78611**	**Independence Title** **5900 Shepherd Mountain Cove, Bldg 2, Ste. 200** **Austin, TX 78730 Tax ID: 20-8050955** **Underwritten By: Old Republic National Title Insurance Co**
	Place of Settlement **Independence Title** **14362 W. State Highway 29, Suite 202** **Liberty Hill, TX 78642**
	I. Settlement Date **11/21/2023** Fund: **11/21/2023**

J. Summary of Borrower's Transaction		**K. Summary of Seller's Transaction**	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$295,000.00**	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$770.00**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. Property taxes 11/22/23 thru 12/31/23	**$85.69**	406. Property taxes 11/22/23 thru 12/31/23	
107. City property taxes		407. City property taxes	
108. County property taxes		408. County property taxes	
109. School property taxes		409. School property taxes	
110. HOA Dues		410. HOA Dues	
111. MUD Taxes		411. MUD Taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$295,855.69**	**420. Gross Amount Due to Seller**	
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money	**$3,150.00**	501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff to to	
205.		505. Payoff to to	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. Property taxes		510. Property taxes	
211. City property taxes		511. City property taxes	
212. County property taxes		512. County property taxes	
213. School property taxes		513. School property taxes	
214. HOA Dues		514. HOA Dues	
215. MUD Taxes		515. MUD Taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$3,150.00**	**520. Total Reduction Amount Due Seller**	
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$295,855.69**	601. Gross Amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	**$3,150.00**	602. Less reductions in amt. due seller (line 520)	
303. Cash From Borrower	**$292,705.69**	**603. Cash To Seller**	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

L. Settlement Charges					
700. Total Sales/Broker's Commission based on price			@ % =	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703.					
704. The following persons, firms or	to				
705. corporations received a portion	to				
706. of the real estate commission amount	to				
707. shown above:	to				
800. Items Payable in Connection with Loan					
801. Loan Origination Fee %	to				
802. Loan Discount %	to				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee	to				
806. Mortgage Insurance Application	to				
807. Underwriting Fee	to				
808. Flood Cert Fee	to				
809. Processing Fee	to				
810. Tax Services	to				
900. Items Required by Lender To Be Paid in Advance					
901. Interest from **11/21/2023** to **12/1/2023** @ **$0**/day					
902. Mortgage Insurance Premium for months	to				
903. Hazard Insurance Premium for years	to				
904. 2nd Lien Interest	to				
1000. Reserves Deposited With Lender					
1001. Hazard insurance		months @	per month	**$0.00**	
1002. Mortgage insurance		months @	per month	**$0.00**	
1003. Property Taxes		months @	per month	**$0.00**	
1004. City Property Taxes		months @	per month	**$0.00**	
1005. County Property taxes		months @	per month	**$0.00**	
1006. School Property Taxes		months @	per month	**$0.00**	
1007. MUD Taxes		months @	per month	**$0.00**	
1008. HOA Dues		months @	per month	**$0.00**	
1011. Aggregate Adjustment					
1100. Title Charges					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to **Hancock McGill & Bleau, LLLP**				
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:)					
1108. Title insurance	to **Independence Title Co.**				
(includes above items numbers:)					
1109. Lender's coverage	**$0.00/$0.00**				
1110. Owner's coverage	**$295,000.00/$2,046.00**				
1111. State of Texas Policy Guaranty Fee	to **Texas Title Insurance Guaranty Association**			**$0.00**	
1112. Escrow Fee	to **Independence Title Co.**			**$550.00**	
1113. Courier Fee	to **Independence Title Co.**				
1114. e-Recording	to **Independence Title Co.**				
1115. Area&BndryAmend T-1R OP	to **Independence Title Co.**			**$93.00**	
1116. End T-19.1 RES +AreaBnd Amd	to **Independence Title Co.**			**$93.00**	
1200. Government Recording and Transfer Charges					
1201. Recording Fees	Deed **$34.00** ; Mortgage ; Rel		to **Independence Title Co.**	**$34.00**	
1202. City/county tax/stamps	Deed ; Mortgage		to		
1203. State tax/stamps	Deed ; Mortgage		to		
1204.	to				
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest Inspection	to				
1303. HOA Transfer Fee	to				
1304. Home Warranty	to				
1305. Property Taxes 2023	to **Burnet County Tax Office**				
1306. Tax Certificate	to **Texas Real Tax Services, Ltd.**				
1307. MUD Certificate	to **Texas NTP, LLC**				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				**$770.00**	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Janet Jennings

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

CERTIFICATION OF ELIGIBILITY

Project: CR 255
Parcel: 40

Displacee: David Stephenson

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

David Stevenson
Claimant

Date: AUG-9-2023

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

CERTIFICATION OF ELIGIBILITY

Project: CR255
Parcel: 40

Displacee: Janet Jennings

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Janet Jennings
Claimant

Date: 8-9-23

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated un applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

Commissioners Court - Regular Session **86.**

Meeting Date: 11/21/2023

TRZ Public Hearing

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Conduct a public hearing pursuant to Section 22.107(e), Texas Transportation Code, regarding creation of the Williamson County Transportation Reinvestment Zone No. 1, including designation of zone, discussion of benefits to the County and possible tax abatements of property within the zone.

Background

Fiscal Impact

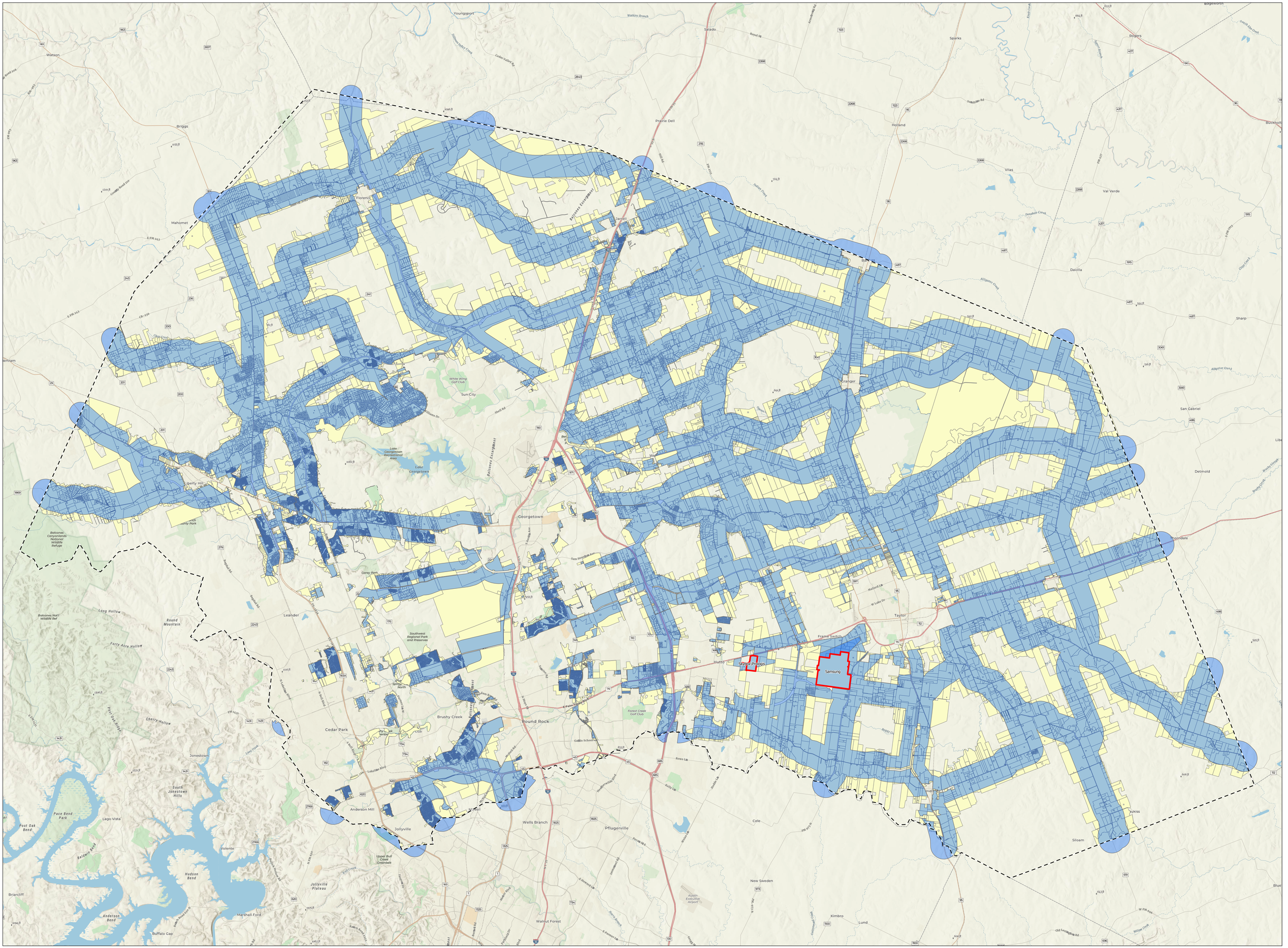
From/To	Acct No.	Description	Amount

Attachments

Map

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 11:07 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 05:05 PM
Final Approval Date: 11/16/2023		


Youngsport
Watson
Briggs
Florence
Mahomet
Prairie Dell
Salado
Sparks
Rogers
Holland
Vilas
Val Verde
Jarrell
Bartlett
Davilla
Granger
Sharp
Sun City
White Wing Golf Club
Georgetown
San Gabriel
Detmold
Liberty Hill
Lake Georgetown
Lake Georgetown Recreational Area
Balcones Escarpment
Prairie Dell
Taylor
Frame Switch
Samsung
Hutto
Round Rock
Cedar Park
Leander
Brushy Creek
Jonestown
Lago Vista
Jollyville
Anderson Mill
Wells Branch
Pflugerville
Austin Executive Airport
New Sweden
Walnut Forest
Kimbro
Lund
Cele
Thorndale
Buckholts
Siloam
Lukiss
Taylor
Briarcliff
Buffalo Gap
Marshall Ford
Volente
Hudson Bend
Anderson Bend
Pace Bend Park
Post Oak Bend
Baldwin Bend
Balcones Canyonlands National Wildlife Refuge
Balcones Nat'l Wildlife Ref
Round Mountain
Long Hollow
Forty Acre Hollow
Cherry Hollow
Post Oak Ridge
South Jonestown Hills
Jollyville Plateau
Upper Bull Creek Greenbelt
Southwest Regional Park and Preserves
Forest Creek Golf Club
Gattis School Rd
Sam Bass Rd
Rowe Ln
Kelly Ln
Hutto Ln
Wells Ln
Mallard Ln
W Lake Dr
Old Lexington Rd
Donahoe Creek
Alligator Creek
Clear Creek
Brushy Creek
Willow Creek
Gabriel River
Lake Creek
Bull Creek
Jollyville Rd
Parmer Ln
Howard Ln
Lakeline Blvd
Anderson Mill Rd
Ronald Reagan Blvd
Sam Houston Ave
Austin Ave
Main St
Hwy 79
Hwy 95
Hwy 36
FM 437
FM 971 N
FM 1431
FM 2243
FM 1325
FM 1826
FM 3349
FM 3405
FM 486
FM 619
CR 236
CR 201
CR 200
CR 279
CR 175
CR 110
CR 112
CR 486
CR 679
CR 606
CR 609
CR 600
Swamp Creek
Brushy Creek
Gabriel River
Willow Creek
Brushy Creek
Elm Creek
Lake Creek
Long Creek
Clear Creek
Alligator Creek
Donahoe Creek
Gattis School Rd
Sam Bass Rd
Rowe Ln
Kelly Ln
Hutto Ln
Wells Ln
Mallard Ln
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FM 1431
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FM 3349
FM 3405
FM 486
FM 619
CR 236
CR 201
CR 200
CR 279
CR 175
CR 110
CR 112
CR 486
CR 679
CR 606
CR 609
CR 600

Meeting Date: 11/21/2023

East Wilco Highway (SE Loop) Segment 2 Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (1.919 acres) required for the construction of the East Wilco Highway (SE Loop) Segment 2 project. (Simon Homes, Inc./ Parcel 58) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 10:33 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 04:57 PM
Final Approval Date: 11/16/2023		

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 1.919 acres (Parcel 58) described by metes and bounds in Exhibit "A" owned by **SIMON HOMES, INC.** for the purpose of constructing, reconstructing, maintaining, and operating the Southeast Loop Segment 2 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

County: Williamson
Parcel No.: 58
Tax ID: R021374
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

September 27, 2022

PROPERTY DESCRIPTION FOR PARCEL 58

DESCRIPTION OF A 1.919 ACRE (83,600 SQ. FT.) PARCEL OF LAND LOCATED IN THE CHARLES J. GERLACH SURVEY, SECTION NO. 16, ABSTRACT NO. 261, AND THE MATHIAS WILBARGER SURVEY, SECTION NO. 15, ABSTRACT NO. 663, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A CALLED 16.747 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO SIMON HOMES, INC., A TEXAS CORPORATION, RECORDED NOVEMBER 23, 2021 IN DOCUMENT NO. 2021178546, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 1.919 ACRE (83,600 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 found 874.24 feet left of Southeast Loop Engineer's Centerline Station (E.C.S.) 196+67.49 on the existing east right-of-way line of C.R. 137, a variable width right-of-way, no record information found, for the northwest corner of said 16.747 acre tract;

THENCE, with the existing east right-of-way line of said C.R. 137, the following two (2) courses and distances:

S 07°37'57" W, a distance of 161.47 feet to a calculated point, and

S 07°55'30" W, a distance of 396.75 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,159,081.25, E=3,173,642.19) set 316.04 feet left of Southeast Loop E.C.S 196+62.75 on the proposed north right-of-way line of Southeast Loop, for the northwest corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE, departing the existing east right-of-way line of said C.R. 137, with the proposed north right-of-way line of said Southeast Loop, over and across said 16.747 acre tract, the following eleven (11) courses and distances numbered 1-11:

1) S 82°38'43" E, a distance of 28.70 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 316.04 feet left of Southeast Loop E.C.S 196+91.45, for an angle corner of the parcel described herein,

2) S 07°21'17" W, a distance of 36.88 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 279.16 feet left of Southeast Loop E.C.S 196+91.45, for an angle corner of the parcel described herein,

3) S 37°11'11" E, a distance of 64.14 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.44 feet left of Southeast Loop E.C.S 197+36.44, for an angle corner of the parcel described herein, said point being the beginning of a curve to the right,

4) With said curve to the right, an arc distance of 145.86 feet, through a delta of 00°53'05", having a radius of 9,445.00 feet, and a chord that bears S 81°09'43" E, a distance of 145.86 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 229.66 feet left of Southeast Loop E.C.S 198+82.25, for an angle corner of the parcel described herein,

5) S 80°43'10" E, a distance of 170.50 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 223.93 feet left of Southeast Loop E.C.S 200+52.65, for an angle corner of the parcel described herein,

6) S 80°05'40" E, a distance of 87.05 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 220.06 feet left of Southeast Loop E.C.S 201+39.61, for an angle corner of the parcel described herein,

7) S 82°31'04" E, a distance of 73.57 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 219.90 feet left of Southeast Loop E.C.S 202+13.18, for an angle corner of the parcel described herein, said point being the beginning of a curve to the right,

8) With said curve to the right, an arc distance of 40.40 feet, through a delta of 04°03'01", having a radius of 571.50 feet, and a chord that bears S 80°29'33" E, a distance of 40.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 218.38 feet left of Southeast Loop E.C.S 202+53.54, for an angle corner of the parcel described herein, said point being the beginning of a curve to the left,

9) With said curve to the left, an arc distance of 225.10 feet, through a delta of 01°22'37", having a radius of 9,366.50 feet, and a chord that bears S 79°09'21" E, a distance of 225.09 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 204.68 feet left of Southeast Loop E.C.S 204+78.22, for an angle corner of the parcel described herein,

10) N 48°08'56" E, a distance of 140.08 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 310.73 feet left of Southeast Loop E.C.S 205+69.74, for an angle corner of the parcel described herein, and

11) S 80°46'44" E, a distance of 138.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 306.22 feet left of Southeast Loop E.C.S 207+08.14 on the proposed north right-of-way line of said Southeast Loop, same being the common line of said 16.747 acre tract and a called 20.92 acre tract of land, described in a deed to Bland B. Davis, Jr. and Susan J. Davis, husband and wife, recorded in Document No. 9658603, O.R.W.C.TX., for the northeast corner of the parcel described herein;

12) **THENCE** S 07°34'43" W, continuing with the proposed north right-of-way line of said Southeast Loop, passing at a distance of 109.95 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 196.27 feet left of Southeast Loop E.C.S 207+07.71, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said 16.747 acre tract and said 20.92 acre tract a total distance of 148.39 feet to a 1/2-inch iron rod found, for the northeast corner of a called 8.114 acre tract of land, described in a deed to Jacaruso Holdings LLC, recorded in Document No. 2017078585, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the southeast corner of said 16.747 acre tract and the parcel described herein;

13) **THENCE** N 82°22'33" W, departing the common line of said 16.747 acre tract and said 20.92 acre tract, with the common line of said 16.747 acre tract and said 8.114 acre tract, a distance of 1,046.35 feet to a 1/2-inch iron rod with a plastic cap stamped "DIAMOND SURVEY" found on the existing east right-of-way line of said C.R. 137, for the northwest corner of said 8.114 acre tract, same being the southwest corner of said 16.747 acre tract and the parcel described herein;

14) **THENCE** N 07°55'30" E, departing the common line of said 16.747 acre tract and said 8.114 acre tract, with the existing east right-of-way line of said C.R. 137, a distance of 153.30 feet to the **POINT OF BEGINNING**, and containing 1.919 acres (83,600 sq. ft.) of land, more or less.

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 §

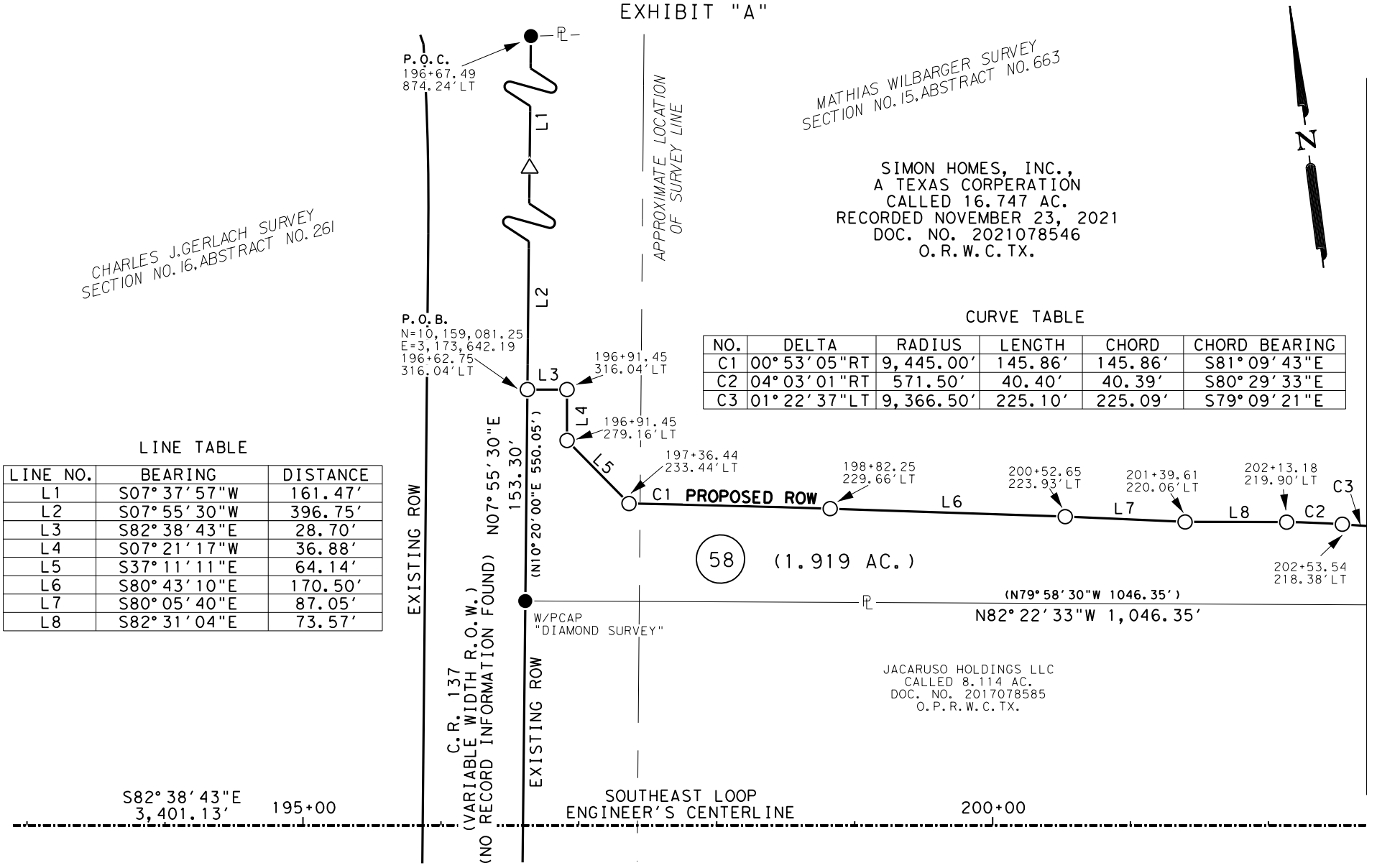
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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 9/27/2022
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°53'05"RT	9,445.00'	145.86'	145.86'	S81°09'43"E
C2	04°03'01"RT	571.50'	40.40'	40.39'	S80°29'33"E
C3	01°22'37"LT	9,366.50'	225.10'	225.09'	S79°09'21"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S07°37'57"W	161.47'
L2	S07°55'30"W	396.75'
L3	S82°38'43"E	28.70'
L4	S07°21'17"W	36.88'
L5	S37°11'11"E	64.14'
L6	S80°43'10"E	170.50'
L7	S80°05'40"E	87.05'
L8	S82°31'04"E	73.57'

REF. FIELD NOTE NO. 49111

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\58\PLAT\02\P-58_1.dgn

100 0 50 100

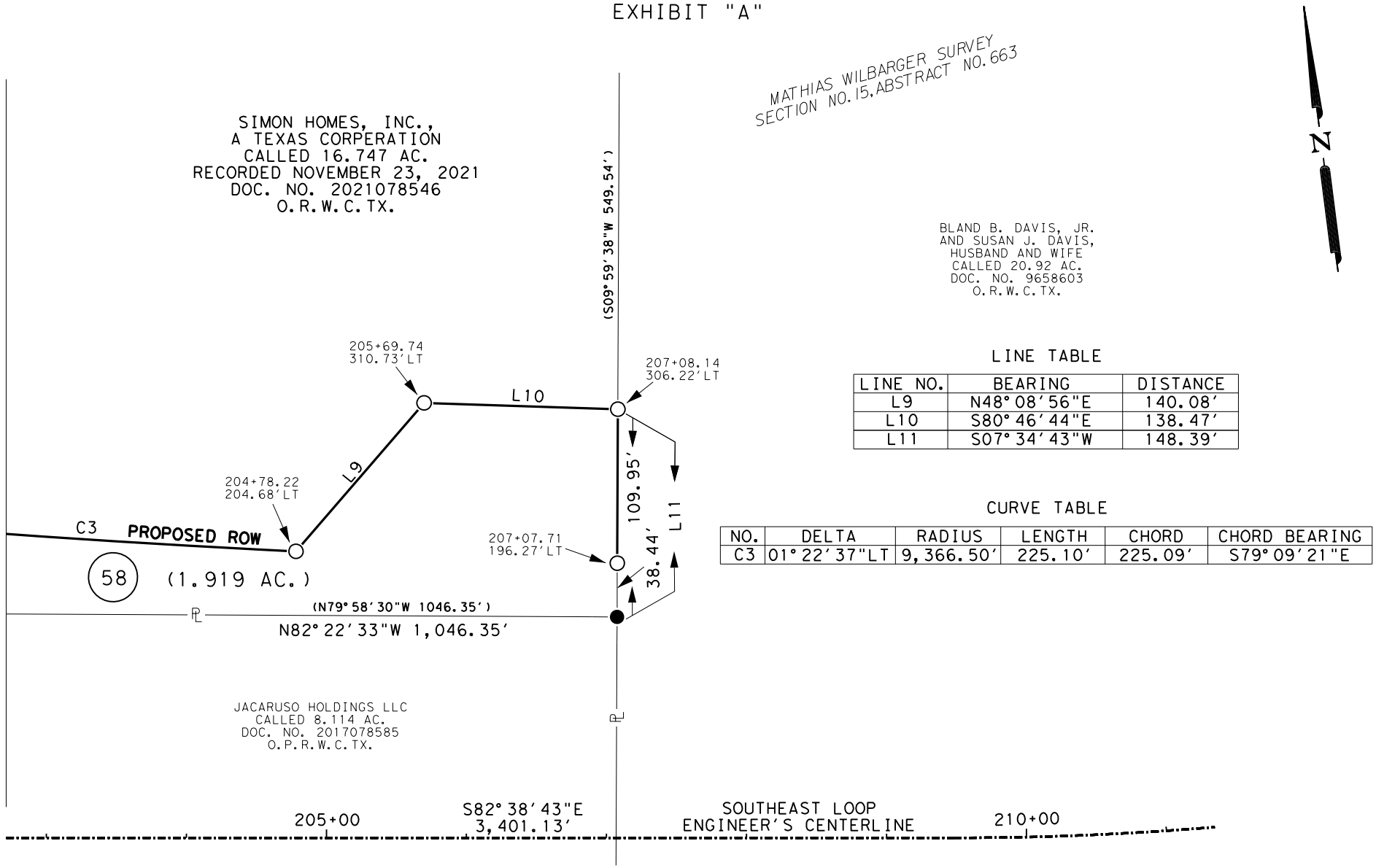
GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

EXISTING	16.7471 AC.	ACQUIRE	1.919 AC.	REMAINING	14.828 AC. LEFT

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
SIMON HOMES, INC.,
A TEXAS CORPERATION
TAX ID: R021374
PARCEL 58
1.919 AC. (83,600 SQ. FT.)

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L9	N48°08'56"E	140.08'
L10	S80°46'44"E	138.47'
L11	S07°34'43"W	148.39'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C3	01°22'37"LT	9,366.50'	225.10'	225.09'	S79°09'21"E

REF. FIELD NOTE NO. 49111

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100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

EXISTING	16.7471 AC.	ACQUIRE	1.919 AC.	REMAINING	14.828 AC. LEFT

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PARCEL 58
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EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-159162, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 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. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 348, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

2. A WATER AND/OR FLOOD CONTROL EASEMENT GRANTED TO BRUSHY CREEK WCID #1 AS DESCRIBED IN VOLUME 423, PAGE 693 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

3. A ROAD EASEMENT AS DESCRIBED IN VOLUME 424, PAGE 10 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

4. A PIPELINE EASEMENT GRANTED TO LONE STAR GAS COMPANY AS DESCRIBED IN VOLUME 476, PAGE 236 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. AS AFFECTED BY PARTIAL RELEASE OF EASEMENT RECORDED IN VOLUME 928, PAGE 701 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

5. A WATER LINE EASEMENT GRANTED TO MANVILLE WATER SUPPLY CORPORATION AS DESCRIBED IN VOLUME 650, PAGE 608 AND VOLUME 718, PAGE 15 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

6. A WATER LINE EASEMENT GRANTED TO WILLIAM O. NELSON AND BETTYE DIXON NELSON AS DESCRIBED IN VOLUME 737, PAGE 864 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

7. AN ELECTRIC AND/OR TELEPHONE TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 801, PAGE 257 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

8. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

9. SUBJECT TO THE RESERVATION OF A STATED UNDIVIDED 1/4TH ROYALTY INTEREST IN AND TO ALL OF THE OIL, GAS, AND OTHER MINERALS IN, ON, OR UNDER THE SUBJECT PROPERTY, AS RETAINED IN AN INSTRUMENT OF RECORD IN VOLUME 868, PAGE 275 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S).

10. 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.

11. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)

12. 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)

REF. FIELD NOTE NO. 49111

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\58\PLAT\02\P-58_1.dgn

EXISTING	16.7471 AC.	ACQUIRE	1.919 AC.	REMAINING	14.828 AC. LEFT

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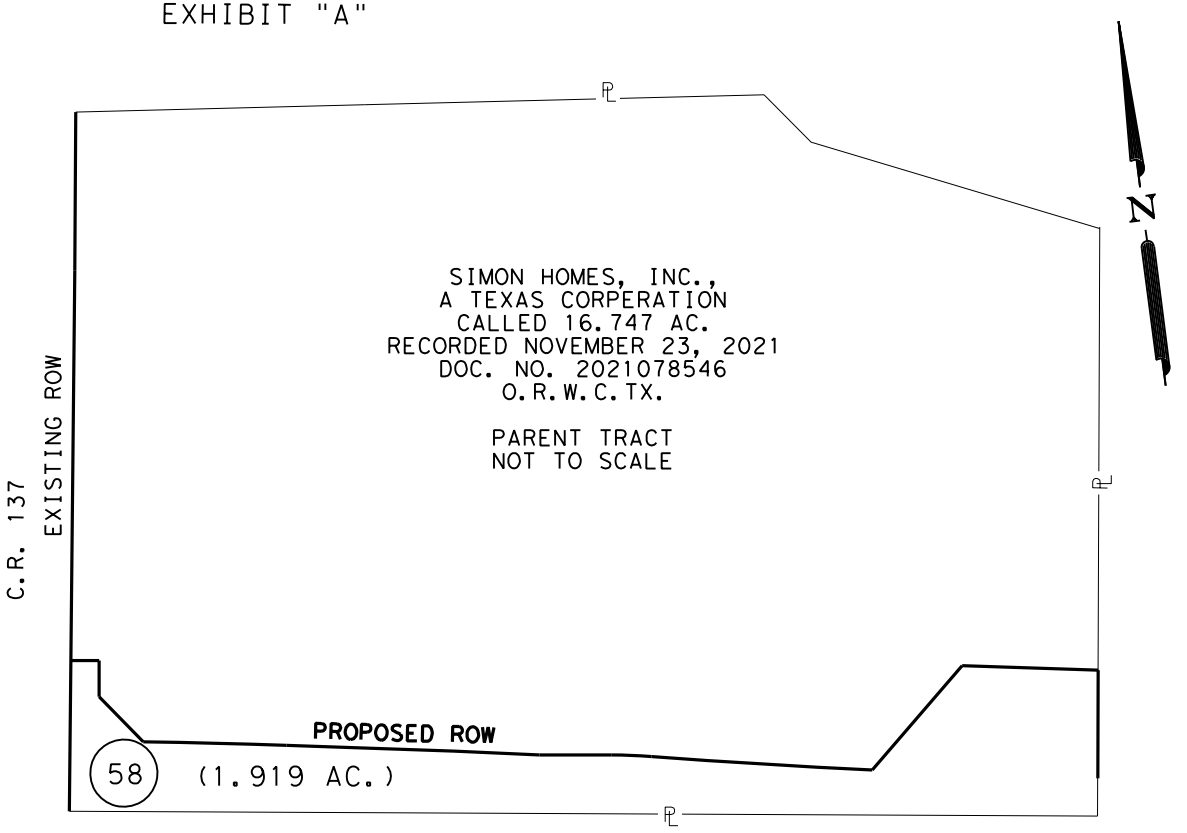
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SIMON HOMES, INC.,
A TEXAS CORPERATION
TAX ID: R021374
PARCEL 58
1.919 AC. (83,600 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)

EXHIBIT "A"



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-159162, EFFECTIVE DATE SEPTEMBER 12, 2022, AND ISSUED DATE SEPTEMBER 20, 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.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 49111

FILE:\\saminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\58\PLAT\02\P-58_1.dgn

EXISTING	16.7471 AC.	ACQUIRE	1.919 AC.	REMAINING	14.828 AC. LEFT

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

9/27/2022
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
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SIMON HOMES, INC.,
A TEXAS CORPERATION
TAX ID: R021374
PARCEL 58
1.919 AC. (83,600 SQ. FT.)

Commissioners Court - Regular Session **88.**

Meeting Date: 11/21/2023

CR 255 Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.431 acres) required for the construction of CR 255. (Larry Lane Roberts/ Parcel 35) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 10:34 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 04:59 PM
Final Approval Date: 11/16/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.431 acres (Parcel 35) described by metes and bounds in Exhibit "A" owned by **LARRY LANE ROBERTS** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.431 ACRE RIGHT-OF-WAY PARCEL NO. 35
LARRY LANE ROBERTS AND WILMA IRENE ROBERTS
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.431 ACRES (APPROXIMATELY 18,794 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 9.899 ACRE TRACT OF LAND CONVEYED TO LARRY LANE ROBERTS AND WILMA IRENE ROBERTS, IN A DEED DATED APRIL 8, 1988, AND RECORDED IN VOLUME 1648, PAGE 361, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND AS DESCRIBED IN THE GENERAL WARRANTY DEED TO DURWOOD D. WATKINS FILED OF RECORD IN VOLUME 1080, PAGE 415, GENERAL WARRANTY DEED RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 0.431 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Southeast corner of the herein described tract in the West right of way line of County Road 255 (variable width right-of-way), the Southeast corner of said Roberts called 9.899 acre tract and the Northeast corner of that certain called 9.901 acres as described in the deed Morris C. Bonnet and Ida M. Bonnet filed of record in Volume 2245, Page 876, Official Public Records, Williamson County Texas, from which a 1/2 inch iron rod found at the southeast corner of that certain tract of land as described in the deed to Randall and Melanie Townsend O'Neill filed of record in instrument number 2021192476, Official Public Records, Williamson County, Texas bears South 20°33'49" East a distance of 379.88 feet and South 20°38'49" East a distance of 166.11 feet;

THENCE South 72°06'35" West with the South line of said Roberts called 9.899 acre tract and the North line of said Bonnet called 9.901 acre tract a distance of 48.23 feet to the Southwest corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY", from which a ½ inch inside diameter pipe found at the Southwest corner of said Roberts tract bears South 72°06'35" West a distance of 1087.50 feet;

THENCE in a Northwesterly direction across said Roberts called 9.899 tract with an arc to the right an arc distance of 366.62 feet, (having a radius of 10,068 feet, a chord bearing of North 19°17'33" West, a chord distance of 366.60 feet, a delta angle of 02°05'11") to the Northwest corner of the herein described tract, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE South 70°33'35" West across said Roberts called 9.899 acre tract a distance of 120.03 feet to a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

THENCE North 18°21'18" West across said Roberts called 9.899 acre tract a distance of 16.18 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Roberts called 9.899 acre tract and in the South line of that certain called 9.89 acre tract as described in the deed to Christopher M. Reeves and Teena L. Reeves filed of record in Document Number 2009069528, Official Public Records, Williamson County, Texas, from which a ½ inch inside diameter pipe found at the northwest corner of said Roberts tract bears South 72°05'50" West a distance of 977.31 feet;

THENCE North 72°05'50" East with the North line of said Roberts called 9.899 acre tract and the South line of said Reeves called 9.89 acre tract a distance of 159.27 feet to the Northeast corner of the herein described tract, the Northeast corner of said Roberts tract and the Southeast corner of said Reeves tract, in the West right of way line of said County Road 255 from which a ½ inch inside diameter pipe found at the Northeast corner of the Powder Horn Subdivision according to the map or plat thereof filed of record in Cabinet "H", Slide 163-164, plat records Williamson County, Texas bears North 20°41'49" West a distance of 380.01 feet and North 20°38'49" West a distance of 379.91 feet;

THENCE South 20°36'49" East with the East line of said Roberts tract and the West right of way line of said County Road 255 a distance of 379.88 feet to the **POINT OF BEGINNING**, containing 0.431 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 35.

Charles G. Walker Date: November 14, 2023
Registered Professional Land Surveyor
State of Texas No. 5283`
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.431 ACRES (APPROXIMATELY 18,794 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO LARRY LANE ROBERTS AND WILMA IRENE ROBERTS, IN A DEED DATED APRIL 8, 1998 AND RECORDED IN DOCUMENT VOLUME 1648, PAGE 361, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2301697 issued by Texan Title Insurance Company on April 17, 2023, 8:00am, with an effective date of April 10, 2023, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10 .

b. ***Easement dated June 15, 1973, to Pedernales Electric Cooperative, Inc., recorded in Volume 571, Page 510, Deed Records, Williamson County, Texas. (Does Affect, as shown)***

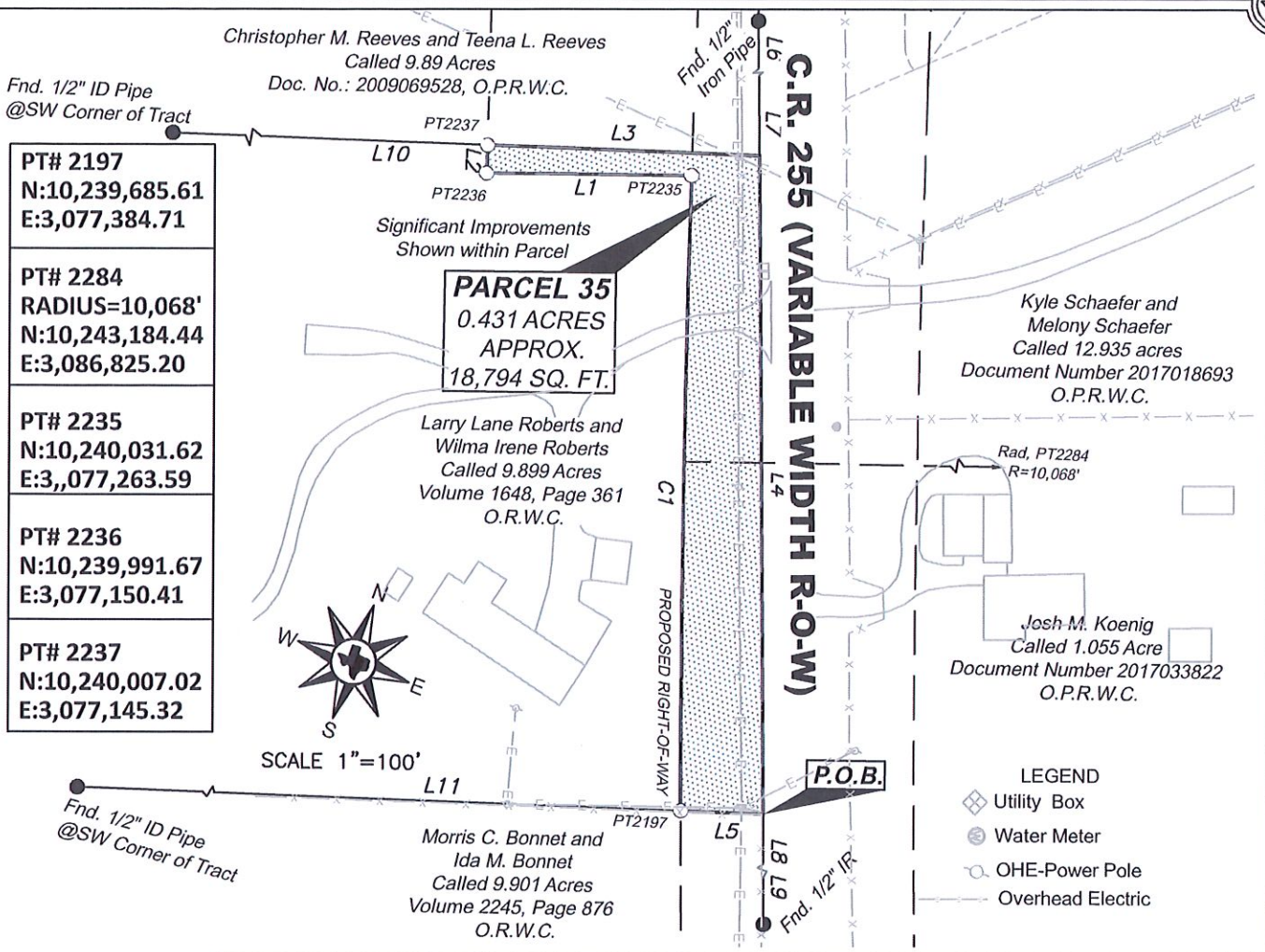
c. Easement dated September 8, 1983, to Chisholm Trail Water Supply Corporation, recorded in Volume 939, Page 189, Deed Records, Williamson County, Texas. (Does NOT affect)

f. Right of Way Easement dated August 191995, executed by Larry L. Roberts to Chisholm Trail Special Utility District, recorded under Document No. 9541479, Official Records, Williamson County, Texas. (Does NOT affect)

LEGEND	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
△	CALCULATED POINT
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	10068.00	366.62	366.60	N 19°17'33" W	2°05'11"

LINE	BEARING	DISTANCE
L1	S 70°33'35" W	120.03
L2	N 18°21'18" W	16.18
L3	N 72°05'50" E	159.27
L4	S 20°36'49" E	379.88
L5	S 72°06'35" W	48.23
L6	N 20°38'49" W	379.91
L7	N 20°41'49" W	380.01
L8	S 20°33'49" E	379.88
L9	S 20°38'49" E	166.11
L10	S 72°05'50" W	977.31
L11	S 72°06'35" W	1087.50

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

STATE OF TEXAS
REGISTERED
CHARLES G. WALKER
5283
PROFESSIONAL
LAND SURVEYOR

CHARLES G. WALKER, TX. RPLS # 5283.
WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: NOVEMBER 14, 2023
DRAWING NO.: 0750504-02-PARCEL 35
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

Commissioners Court - Regular Session **89.**

Meeting Date: 11/21/2023

CR 255 Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.262 acres) required for the construction of CR 255. (Justin and Keisha Akre / Parcel 39) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 10:35 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 05:01 PM
Final Approval Date: 11/16/2023		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.262 acres (Parcel 39) described by metes and bounds in Exhibit "A" owned by **JUSTIN D. AKRE AND KEISHA R. AKRE** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 255 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.262 ACRE RIGHT-OF-WAY PARCEL NO. 39
JUSTIN D. AND KEISHA R. AKRE
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.262 ACRES (APPROXIMATELY 11,406 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PART OF LOT TWO (2) OF LITTLE CREEK ACRES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET EE, SLIDES 265-266, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS. SAID 0.262 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with plastic cap marked "3DS Surveying" found in the East right-of-way line of County Road 255 (right-of-way width varies), for the Southwest corner the herein described tract, the Southwest corner of said Lot 2, of said Akre tract, found in the North line of that certain called 11.52 acre tract of land as described in the deed to Rocking Wilco L.P. filed of record in Document Number 2021191090, Official Public Records Williamson County, Texas;

THENCE North 26°40'52" West with the West line of said Lot 2, and of said Akre tract and the East right of way line of County Road 289 a distance of 261.99 feet to an angle point in the West line of said Lot 2, and said Akre tract and the East right of way line of said County Road 289;

THENCE North 20°38'02" West continuing with the West line of said Lot 2 and said Akre tract and the East right of way line of County Road 289 a distance of 40.48 feet to the Northwest corner of the herein described tract, the Northwest corner of said Lot 2, the Northwest corner of said Akre tract and the Southwest corner of Lot 1, of said Little Creek acres, the Southwest corner of that certain called 10 acre tract as described in the deed to Saebastian Hwang filed of record in Document Number 2021031970, Official Public Records, Williamson County, Texas, from which a ½ inch iron rod with orange plastic cap bears North 20°49'32" West a distance of 613.19 feet;

THENCE North 64°57'40" East with the North line of said Lot 2, the South line of said Lot 1, and the North line of said called 5.558 acre Akre tract and the South line of said 10.00 acre Hwang tract a distance of 39.99 feet to the Northeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Lot 2, the north line of said Akre tract and the South line of said Lot 1, from which a ½ inch iron rod found at the Northeast corner of said Akre tract bears North 64°57'40" East a distance of 475.17 feet and North 68°53'47" East a distance of 230.07 feet;

THENCE in a southeasterly direction across said Lot 2, and said called 5.558 acre Akre tract with a curve to the left having a radius of 9,932.0 feet an arc distance of 305.22 feet (having a chord bearing of South 24°33'31" East, chord distance of 305.20 feet, delta angle of 01°45'39") to the Southeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2" aluminum cap marked "WILLIAMSON COUNTY" set in the South line of said Lot 2, the South line of said Akre tract and the North line of said Rocking Wilco L.P. Tract from which a ½ inch iron rod found at the Southeast corner of said Lot 2 bears North 70°04'04" East a distance of 679.13 feet;

THENCE South 70°04'04" West with the South line of said Lot 2, the South line of said Akre tract and the North line of said Rocking Wilco L.P. tract a distance of 33.17 feet to the **POINT OF BEGINNING**, containing 0.262 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS).

Attachments: Survey Drawing No. 075054-02-PARCEL 39.

I hereby certify that the hereon map and description was performed under my direct supervision:

Charles G. Walker Date: October 27, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.262 ACRES (APPROXIMATELY 11,406 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PART OF LOT TWO (2) OF LITTLE CREEK ACRES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET "EE", SLIDES 265-266, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2301707 issued by Texan Title Insurance Company on April 23, 2023, 8:00am, with an effective date of April 14, 2023 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10.

a. Waterline easement granted to Chisholm Trail WSC, as recorded in Volume 938, Page 575, Deed Records, Williamson County, Texas. (Does Effect).

b. Waterline easement granted to Chisholm Trail WSC, as recorded in Volume 944, Page 762, Deed Records, Williamson County, Texas. (Does Effect).

c. Waterline easement granted to Chisholm Trail Special Utility District, as recorded in Volume 2602, Page 226, Official Records, Williamson County, Texas. (Does Effect).

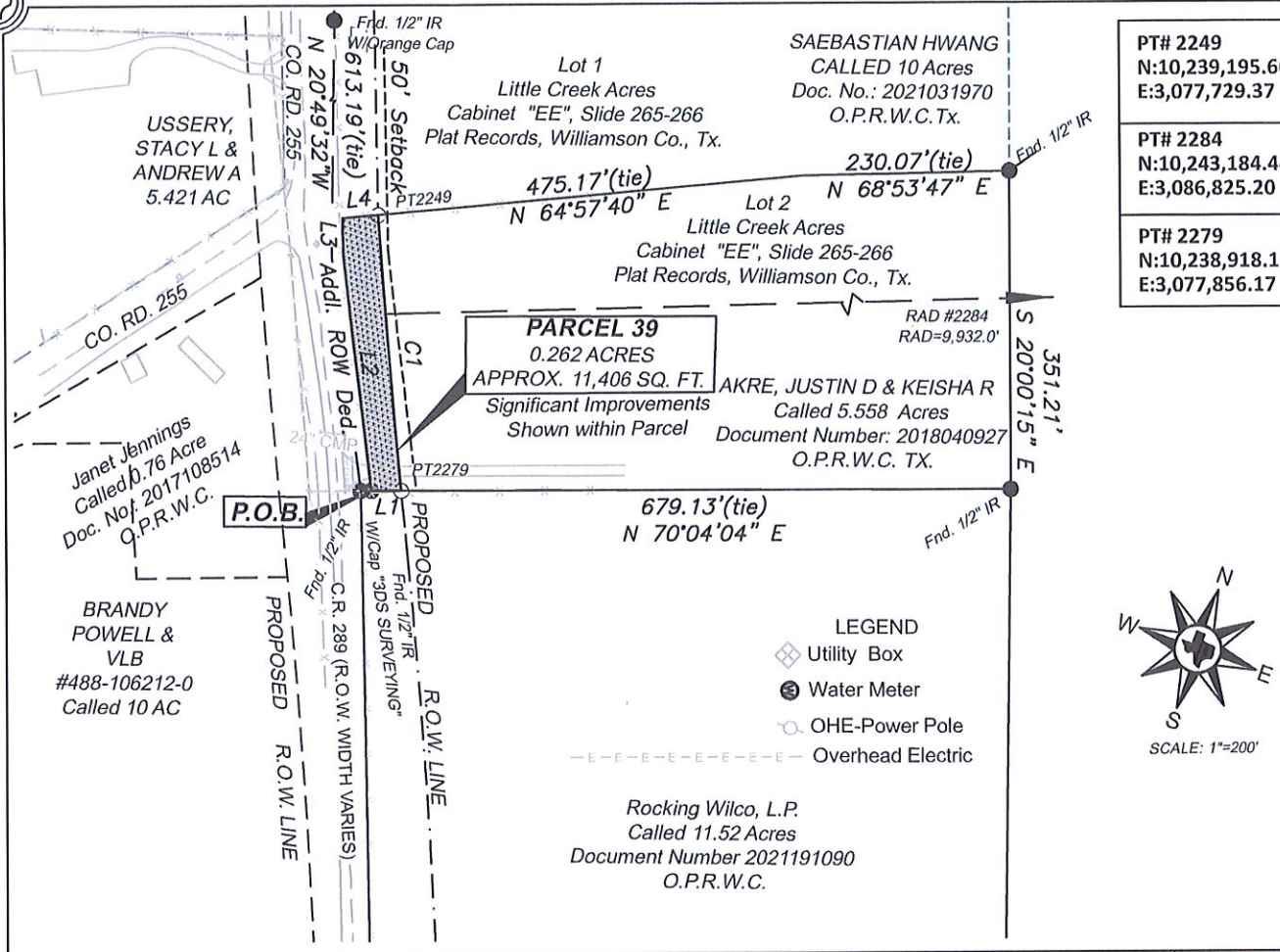
g. A 50' front building setback line as shown on plat recorded in Cabinet EE, Slides 265-266, Plat Records, Williamson County, Texas. (Does Effect-as shown)

h. Area of additional right of way dedicated along County Road 255, as shown on plat of subdivision recorded in Cabinet EE, Slides 265-266, Plat Records, Williamson County, Texas. (Does Effect-as shown)

LEGEND	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● M-H-S	1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
P.R.W.C.T.	PLAT RECORDS WILLIAMSON CO., TX.
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON CO., TX.
( )	RECORD INFORMATION

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



PT# 2249 N:10,239,195.66 E:3,077,729.37
PT# 2284 N:10,243,184.44 E:3,086,825.20
PT# 2279 N:10,238,918.16 E:3,077,856.17

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	9932.00'	305.22'	305.20'	S 24°33'31" E	1°45'39"

LINE	BEARING	DISTANCE
L1	S 70°04'04" W	33.17'
L2	N 26°40'52" W	261.99'
L3	N 20°38'02" W	40.48'
L4	N 64°57'40" E	39.99'
L5	N 70°04'04" E	679.13'

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624
(FOR SURFACE TO GRID CONVERSION)
INVERSE SCALE FACTOR = 1.000115040
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

STATE OF TEXAS REGISTERED CHARLES G. WALKER 5283 PROFESSIONAL LAND SURVEYOR

CHARLES G. WALKER, TX. RPLS # 5283.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800
DATE OF SURVEY: OCTOBER 27, 2023
DRAWING NO.: 0750504-02-PARCEL 39
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

Commissioners Court - Regular Session **90.**

Meeting Date: 11/21/2023

Hero Way Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (3.516 acres and 0.924 acres) required for the construction of Hero Way. (James and Deborah Velchoff/ Parcel 312/312E) 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	11/16/2023 10:35 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 05:02 PM
Final Approval Date: 11/16/2023		

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 3.516 acres (Parcel 312) and 0.924 acres for an electric easement (Parcel 312E) described by metes and bounds in Exhibits "A & B", owned by **JAMES G. AND DEBORAH K. VELCHOFF,** for the purpose of constructing, reconstructing, maintaining, and operating the Hero Way/RM 2243 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel: 312
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 312

METES & BOUNDS DESCRIPTION FOR A 3.516 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 10.00 ACRE TRACT OF LAND AS CONVEYED TO JAMES G. VELCHOFF AND WIFE, DEBORAH K. VELCHOFF BY WARRANTY DEED RECORDED IN VOLUME 2583, PAGE 862 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BY CORRECTION WARRANTY DEED RECORDED IN DOCUMENT NUMBER 9550265 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.516 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 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 at this point) and the west right-of-way line of County Road 270 (width varies) (no deed of record found), at the southeast corner of the above described Velchoff Tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Velchoff Tract, S 66°25'53" W a distance of 28.48 feet to a calculated angle point;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Velchoff Tract, S 68°49'53" W a distance of 372.59 feet to a 1/2-inch iron rod found on the north right-of-way line of Hero Way as dedicated by Document Number 2009087880 of the Official Public Records of Williamson County, Texas, at the southwest corner of said Velchoff Tract, and at the southeast corner of called 1.4665 acre tract of land described as Parcel 6 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract;

THENCE, continuing with the north right-of-way line of said Hero Way and the west line of said Velchoff Tract, N 20°58'21" W a distance of 71.42 feet to a 1/2-inch iron rod found at the northeast corner of said Parcel 6, and at the southeast corner of the remainder of a called 15.783 acre tract of land as conveyed to FM 269 Investors, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2008015124 of the Official Public Records of Williamson County, Texas, for an angle point in the west line of the herein described tract;

THENCE, with the west line of said Velchoff Tract and the east line of said FM 269 Investors Tract, N 20°47'02" W a distance of 293.33 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,043.44, E: 3,082,704.65) set for the beginning of a non-tangent curve to the right and the northwest corner of the herein described tract, 131.51 feet left of FM 2243 baseline station 114+58.85, from which a 1/2-inch iron rod found at the common north corner of said Velchoff Tract and said FM 269 Investors Tract, bears N 20°47'02" W a distance of 721.90 feet;

THENCE, over and across said Velchoff Tract, along said curve to the right, an arc distance of 402.55 feet, having a radius of 4,347.00 feet, a central angle of 05°18'21" and a chord which bears N 64°52'57" E a distance of 402.40 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the west right-of-way line of said County Road 270 and the east line of said Velchoff Tract, for the northeast corner of the herein described tract, 178.23 feet left of FM 2243 baseline station 118+54.20, from which a leaning 1/2-inch iron rod found at the northeast corner of said Velchoff Tract, bears N 20°47'11" W a distance of 693.59 feet;

THENCE, with the west right-of-way line of said County Road 270 and the east line of said Velchoff Tract, S 20°47'11" E a distance of 391.27 feet to the **POINT OF BEGINNING** and containing 3.516 acres (153,144 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.

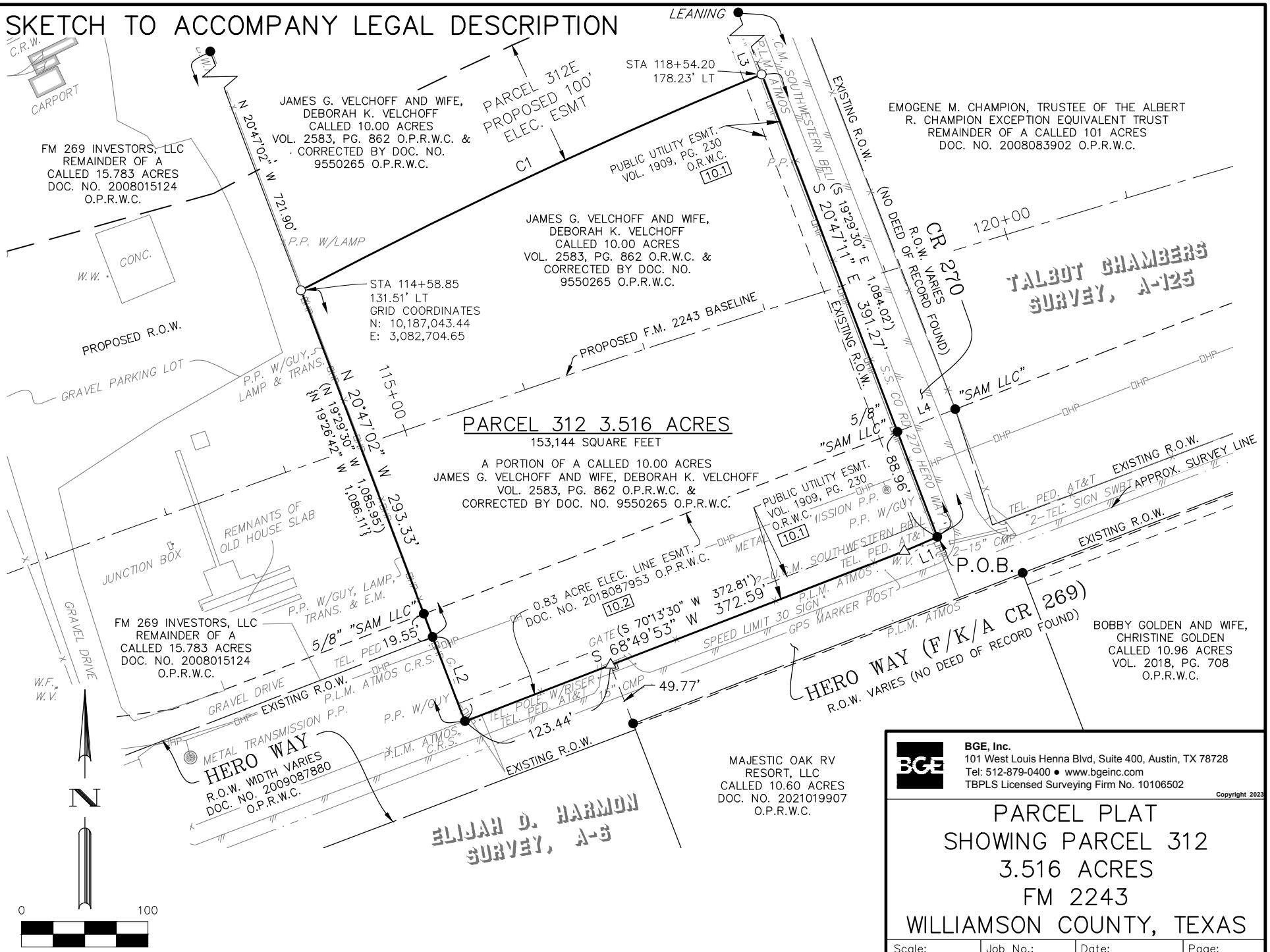
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

11/06/2023
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:	November 6, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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PARCEL PLAT
SHOWING PARCEL 312
3.516 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
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LEGEND

CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ESMT.	EASEMENT
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 9550265 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2009087880 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2008015124 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
▲	FOUND 60D NAIL
△	CALCULATED POINT
—x—	WIRE FENCE
—OHT—	OVERHEAD TELEPHONE
—OHP—	OVERHEAD POWER
—///	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 66°25'53" W	28.48'
L2	N 20°58'21" W	71.42'
L3	N 20°47'11" W	693.59'
L4	S 68°49'36" W	49.12'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	(S 67°49'30" W)	(28.50')
L2	[N 20°42'50" W]	[70.66']

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	402.55'	4,347.00'	5°18'21"	N 64°52'57" E	402.40'

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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 312
3.516 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	11/06/2023	4 of 5

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158428, DATED EFFECTIVE OCTOBER 5, 2022 AND ISSUED ON OCTOBER 13, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. THE RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 A SEWER, WATER AND OTHER UTILITIES LINES EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN VOLUME 1909, PAGE 230 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018087953 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. 2010083093 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058229 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

11/06/2023

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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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 312
3.516 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

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EXHIBIT B

County: Williamson
Parcel: 312E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 312E

METES & BOUNDS DESCRIPTION FOR A 0.924 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 10.00 ACRE TRACT OF LAND AS CONVEYED TO JAMES G. VELCHOFF AND WIFE, DEBORAH K. VELCHOFF BY WARRANTY DEED RECORDED IN VOLUME 2583, PAGE 862 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BY CORRECTION WARRANTY DEED RECORDED IN DOCUMENT NUMBER 9550265 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.924 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 (width varies) as dedicated by Document Number 2009087880 of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Velchoff Tract, and at the southeast corner of called 1.4665 acre tract of land described as Parcel 6 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas; Thence, with the north right-of-way line of said Hero Way and the west line of said Velchoff Tract, N 20°58'21" W a distance of 71.42 feet to a 1/2-inch iron rod found at the northeast corner of said Parcel 6, and at the southeast corner of the remainder of a called 15.783 acre tract of land as conveyed to FM 269 Investors, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2008015124 of the Official Public Records of Williamson County, Texas; Thence, with the west line of said Velchoff Tract and the east line of said FM 269 Investors Tract, N 20°47'02" W a distance of 293.33 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,043.44, E: 3,082,704.65) set for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 131.51 feet left of FM 2243 baseline station 114+58.85;

THENCE, continuing with the west line of said Velchoff Tract and the east line of said FM 269 Investors Tract, N 20°47'02" W a distance of 100.73 feet to a 1/2-inch iron rod with a 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, 232.21 feet left of FM 2243 baseline station 114+56.20, from which a 1/2-inch iron rod found at the common north corner of said Velchoff Tract and said FM 269 Investors Tract, bears N 20°47'02" W a distance of 621.17 feet;

THENCE, over and across said Velchoff Tract, along said curve to the right, an arc distance of 402.48 feet, having a radius of 4,447.00 feet, a central angle of 05°11'08" and a chord which bears N 64°58'50" E a distance of 402.35 feet to a 1/2-inch iron rod with a cap stamped "BGE Inc" set on the west right-of-way line of County Road 270 (width varies) (no deed of record found) and the east line of said Velchoff Tract, for the northeast corner of the herein described tract, 278.12 feet left of FM 2243 baseline station 118+48.83, from which a leaning 1/2-inch iron rod found at the northeast corner of said Velchoff Tract, bears N 20°47'11" W a distance of 593.55 feet;

THENCE, with the west right-of-way line of said County Road 270 and the east line of said Velchoff Tract, S 20°47'11" E a distance of 100.04 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for the beginning of a non-tangent curve to the left and for the southeast corner of the herein described tract, 178.23 feet left of FM 2243 baseline station 118+54.20, from which a 1/2-inch iron rod found at the intersection of the west right-of-way line of said County Road 270 and north right-of-way line of Hero Way (f/k/a County Road 269) (no deed of record found at the point), at the southeast corner of the said Velchoff Tract, bears S 20°47'11" E a distance of 391.27 feet;

THENCE, over and across said Velchoff Tract, along said curve to the left, an arc distance of 402.55 feet, having a radius of 4,347.00 feet, a central angle of 05°18'21" and a chord which bears S 64°52'57" W a distance of 402.40 feet to the **POINT OF BEGINNING** and containing 0.924 acre (40,251 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.

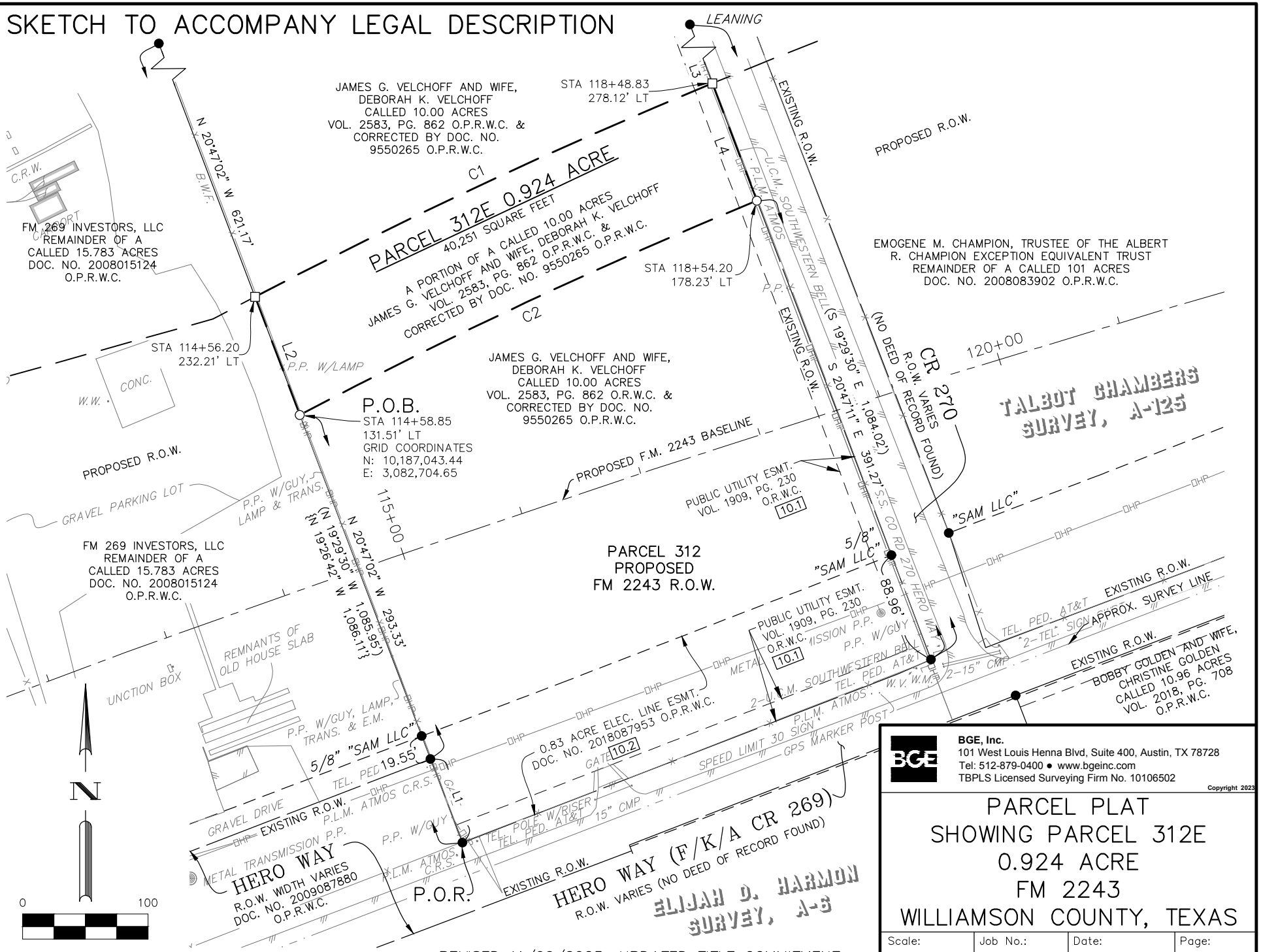
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

11/06/2023
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:	May 27, 2022
Revised:	November 6, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 11/06/2023: UPDATED TITLE COMMITMENT

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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 312E
0.924 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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LEGEND

CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 9550265 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2009087880 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2008015124 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
▲	FOUND 60D NAIL
△	CALCULATED POINT
——X——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 20°58'21" W	71.42'
L2	N 20°47'02" W	100.73'
L3	N 20°47'11" W	593.55'
L4	S 20°47'11" E	100.04'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
[L1]	[N 20°42'50" W]	[70.66']

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	402.48'	4,447.00'	5°11'08"	N 64°58'50" E	402.35'
C2	402.55'	4,347.00'	5°18'21"	S 64°52'57" W	402.40'

REVISED 11/06/2023: 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 312E
0.924 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/27/2022	4 of 5

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158428, DATED EFFECTIVE OCTOBER 5, 2022 AND ISSUED ON OCTOBER 13, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. THE RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 A SEWER, WATER AND OTHER UTILITIES LINES EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN VOLUME 1909, PAGE 230 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.2 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018087953 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083093 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2016058229 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.

11/06/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 11/06/2023: UPDATED TITLE COMMITMENT

BGE, Inc.
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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT
SHOWING PARCEL 312E
0.924 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

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Commissioners Court - Regular Session **91.**

Meeting Date: 11/21/2023

Bagdad Rd./CR 279 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 (0.634 acres) required for the construction of Bagdad Rd./CR 279. (Edward and Jennifer Wolf/ Parcel 10E) Funding Source: Road Bonds P343

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/16/2023 10:36 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 05:04 PM
Final Approval Date: 11/16/2023		

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 an electric easement to that certain tract of land being 0.634 acres (Parcel 10E) described by metes and bounds in Exhibit "A" owned by **EDWARD WOLF AND JENNIFER WOLF** for the purpose of constructing, reconstructing, maintaining, and operating the Bagdad Road/CR 279 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel : 10E – Wolf
Highway: Bagdad Rd (CR 279)

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.634 ACRE (27,613 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 81.69 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO EDWARD WOLF AND JENNIFER WOLF RECORDED IN DOCUMENT NO. 2021036573 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.634 ACRE (27,613 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS PART 1, A 0.373 ACRE (16,234 SQUARE FOOT) PARCEL AND PART 2 A 0.261 ACRE (11,379 SQUARE FOOT) PARCEL AS FOLLOWS:

PART 1 - 0.373 ACRE (16,234 SQUARE FOOT)

COMMENCING at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 150.00 feet right of Bagdad Road Baseline Station 285+47.48 in the proposed easterly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), being in the interior of said 81.69 acre tract;

THENCE, with said proposed ROW line, through the interior of said 81.69 acre tract, N 51°41'07" E, at a distance of 20.66 feet to a calculated point (Grid Coordinates determined as N=10,207,651.64 E=3,059,412.81, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE,** with said proposed easterly ROW, continuing through the interior of said 81.69 acre tract, **S 51°41'07" W,** for a distance of **20.36** feet to a calculated point, for the southwesterly corner of the herein described parcel;

THENCE, departing said proposed ROW line, continuing through the interior of said 81.69 acre tract the following two (2) courses:

2) **N 49°10'17" W,** for a distance of **54.39** feet, to a calculated angle point;

3) **S 85°18'35" W,** for a distance of **16.64** feet, to a calculated point of curvature to the right, in said proposed ROW line;

4) **THENCE,** continuing through the interior of said **0°45'56",** a radius of **1,895.00** feet, an arc length of **25.32** feet and a chord which bears **N 42°30'37" W,** for a distance of **25.32** feet, to a calculated point of non-tangency;

THENCE, departing said proposed ROW line, continuing through the interior of said 81.69 acre tract the following two (2) courses:

5) **N 85°18'35" E,** for a distance of **12.52** feet, to a calculated angle point;

6) **N 49°10'17" W,** for a distance of **120.04** feet, to a calculated point of curvature to the right, in said proposed ROW line;

7) **THENCE,** continuing through the interior of said 81.69 acre tract, with said proposed westerly ROW line with said curve to the right, having a delta angle of **05°48'22",** a radius of **1,895.00** feet, an arc length of **192.03** feet and a chord which bears **S 49°10'17" W,** for a distance of **191.95** feet, to a calculated point of non-tangency;

8) **THENCE, N 49°10'17" W,** for a distance of **403.81** feet, to a calculated point to a calculated point in the approximate centerline of the South Fork of the San Gabriel River, same being the northerly line of said 81.69 acre tract, same being the southerly boundary line of that cited 36 acres, more or less, in Deed Without Warranty to Scott L. I. Helms and Christina A. Helms in Document No. 2020012720 of the Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel;

9) **THENCE, N 65°11'14" E,** with the approximate centerline of the South Fork of the San Gabriel River, same being the common line of said 81.69 acre tract and said cited 36 acre tract, for a distance of **21.95** feet, for the northeasterly corner of the herein described parcel;

THENCE, departing said approximate centerline of the river and said cited 36 acre tract line, through the interior of said 81.69 acre tract the following five (5) courses:

10) **S 49°10'17" E,** for a distance of **730.57** feet, to a calculated angle point;

County: Williamson
Parcel : 10E – Wolf
Highway: Bagdad Rd (CR 279)

11) **N 88°18'44" E,** for a distance of **37.91** feet, to a calculated angle point;

12) **S 04°43'21" E,** for a distance of **10.00** feet, to a calculated angle point;

13) **S 85°16'39" W,** for a distance of **26.08** feet, to a calculated angle point;

14) **S 49°10'17" E,** for a distance of **46.60** feet, to the **POINT OF BEGINNING**, containing 0.373 acres (16,234 square feet) of land, more or less;

PART 2 - 0.261 ACRE (11,379 SQUARE FOOT)

COMMENCING at a capped iron rod stamped "Forest" found, being an angle point in the southerly boundary line of said 81.69 acre tract, same being the northerly line of that called 5.801 acre tract of land described in a Warranty Deed to Elizabeth Ann Lancaster recorded in Volume 1405, Page 431 of the Deed Records of Williamson County, Texas;

THENCE, with the common line of said 81.69 acre tract and said 5.801 acre tract, S 82°51'35" W, at a distance of 297.94 feet to a calculated point (Grid Coordinates determined as N=10,206,928.90 E=3,059,830.21, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE, S 82°51'35" W** with said common boundary line, for a distance of **32.14** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY set 86.08 feet right of Bagdad Road Baseline Station 279+56.88, in the proposed easterly ROW line of Bagdad Road, for the southwesterly corner of the herein described parcel;

THENCE, departing said 5.801 acre tract boundary line, with said proposed easterly ROW line, through the interior of said 81.69 acre tract, the following two (2) courses:

2) **N 24°16'17" W,** for a distance of **203.31** feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY set 86.08 feet right of Bagdad Road Baseline Station 279+56.88, for a point of curvature to the right;

3) With said curve to the right, having a delta angle of **10°34'36",** a radius of **3,000.00** feet, an arc length of **553.79** feet and a chord which bears **N 26°35'52" W,** for a distance of **553.00** feet, for the calculated northerly corner of the herein described parcel;

THENCE, departing said proposed easterly ROW line, through the interior of said 81.69 acre tract, the following twenty two (22) courses:

4) **S 49°10'18" E,** for a distance of **36.65** feet to a calculated angle point;

5) **N 48°22'41" E,** for a distance of **35.58** feet to a calculated angle point;

6) **S 41°37'19" E,** for a distance of **10.00** feet to a calculated angle point;

7) **S 48°22'41" W,** for a distance of **35.88** feet to a calculated angle point;

8) **S 28°50'24" E,** for a distance of **217.72** feet to a calculated angle point;

9) **N 62°44'23" E,** for a distance of **20.14** feet to a calculated angle point;

10) **S 27°15'37" E,** for a distance of **10.00** feet to a calculated angle point;

11) **S 62°44'23" W,** for a distance of **20.15** feet to a calculated angle point;

County: Williamson
Parcel : 10E – Wolf
Highway: Bagdad Rd (CR 279)

12) **S 25°33'37" E,** for a distance of **138.42** feet to a calculated angle point;

13) **N 65°57'35" E,** for a distance of **20.13** feet to a calculated angle point;

14) **S 24°02'25" E,** for a distance of **10.00** feet to a calculated angle point;

15) **S 65°57'35" W,** for a distance of **20.04** feet to a calculated angle point;

16) **S 23°33'17" E,** for a distance of **120.26** feet to a calculated angle point;

17) **N 24°05'50" E,** for a distance of **41.97** feet to a calculated angle point;

18) **S 65°54'10" E,** for a distance of **20.00** feet to a calculated angle point;

19) **S 24°05'50" W,** for a distance of **49.54** feet to a calculated angle point;

20) **N 73°41'12" E,** for a distance of **23.61** feet to a calculated angle point;

21) **S 16°18'48" E,** for a distance of **10.00** feet to a calculated angle point;

22) **S 73°41'12" W,** for a distance of **30.28** feet to a calculated angle point;

23) **S 23°33'52" E,** for a distance of **188.99** feet to a calculated angle point;

24) **N 73°29'52" E,** for a distance of **19.25** feet to a calculated angle point;

25) **S 16°30'08" E,** for a distance of **6.32** feet to the **POINT OF BEGINNING**, containing 0.261 acres (11,379 square feet) of land, more or less;

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83. All distances reported hereon are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00014.

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

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

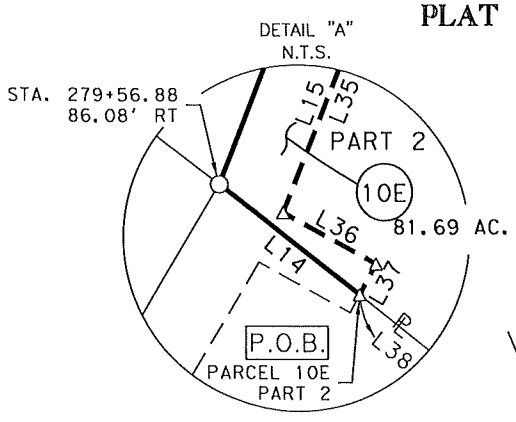
09/24/2023

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
BB-001

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	S51°41'07"W	20.36'
L2	N49°10'17"W	54.39'
L3	S85°18'35"W	16.64'
L4	N42°30'38"W	25.32'
L5	N85°18'35"E	12.52'
L6	N49°10'17"W	120.04'
L7	N65°11'14"E	21.95'
L8	N88°18'44"E	37.91'
L9	S04°43'21"E	10.00'
L10	S85°16'39"W	26.08'
L11	S49°10'17"E	45.60'
L12	N51°41'07"E	20.66'
L13	S51°41'07"W	20.96'
L14	S82°51'35"W	32.14'
L15	N24°16'17"W	203.31'
L16	S49°10'18"E	36.65'
L17	N48°22'41"E	35.58'
L18	S41°37'19"E	10.00'
L19	S48°22'41"W	35.88'
L20	S28°50'24"E	217.72'
L21	N62°44'23"E	20.14'
L22	S27°15'37"E	10.00'
L23	S62°44'23"W	20.15'
L24	S25°33'37"E	138.42'
L25	N65°57'35"E	20.13'
L26	S24°02'25"E	10.00'
L27	S65°57'35"W	20.04'
L28	S23°33'17"E	120.26'
L29	N24°05'50"E	41.97'
L30	S65°54'10"E	20.00'
L31	S24°05'50"W	49.54'
L32	N73°41'12"E	23.61'
L33	S16°18'48"E	10.00'
L34	S73°41'12"W	30.28'
L35	S23°33'52"E	188.99'
L36	N73°29'52"E	19.25'
L37	S16°30'08"E	6.32'
L38	S82°51'35"W	297.94'

SCOTT L. I. HELMS &
CHRISTINA A. HELMS
CITED 36 ACRES
DOC. NO. 2020012720
REMAINDER OF 51.33 ACRE
DOC. NO. 2008011186
O.P.R.W.C.T.

APPROXIMATE ℄ OF THE SOUTH FORK OF THE SAN GABRIEL RIVER & ℞

100' 0' 100' 200'
SCALE 1" = 200'

WILLIAMSON COUNTY
1.78 AC.
VOL. 1405, PG. 331
O.R.W.C.T.

EXISTING R.O.W.
BAGDAD ROAD BASELINE
290+00
N49°10'17"W 403.81'
S49°10'17"E 730.57'
R.O.W.

OLD CR 279
PT 288+76.46

PROPOSED C2 L6

PART 1
10E
0.373 AC.
16,234 SQ. FT.

P.O.B.
PARCEL 10E, PART 1
STA. 285+48.33
129.36' RT
GRID COORDINATES:
N=10,207,651.64
E=3,059,412.81

DETAIL "B"
STA. 285+50.06
88.08' RT
285+00
C3
CONCRETE

P.O.C.
PART 1
STA. 285+47.48
150.00' RT

PART 2
10E
0.261 AC.
11,379 SQ. FT.

HENRY FIELD SURVEY
ABSTRACT No. 233

COUNTY ROAD 279
(BAGDAD ROAD)
(R.O.W. WIDTH VARIES)
PROPOSED R.O.W.
DRIVEWAY
C4 L20 L21 L22 L23 L24

EDWARD WOLF AND
JENNIFER WOLF
81.69 ACRES
DOC. NO. 2021036573
O.P.R.W.C.T.

"FOREST"
280+00
EXISTING R.O.W.
GRAVEL
L25 L26 L27 L28

DETAIL "C"
P.O.B.
PARCEL 10E, PART 2
STA. 277+54.49
122.36' RT
GRID COORDINATES:
N=10,206,928.90
E=3,059,830.21

L15 L35

ELIZABETH ANN LANCASTER
5.801 ACRES
VOL. 1405, PG. 431
O.R.W.C.T.

DETAIL "A"
L38
"FOREST"
P.O.C.
PART 2

08/11/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

EDWARD WOLF AND JENNIFER WOLF

SCALE	PROJECT	COUNTY
1" = 200'	BAGDAD ROAD	WILLIAMSON

PARCEL 10E
PART 1 &
PART 2

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 10-WOLF\PARCEL 10E-WOLF.dgn

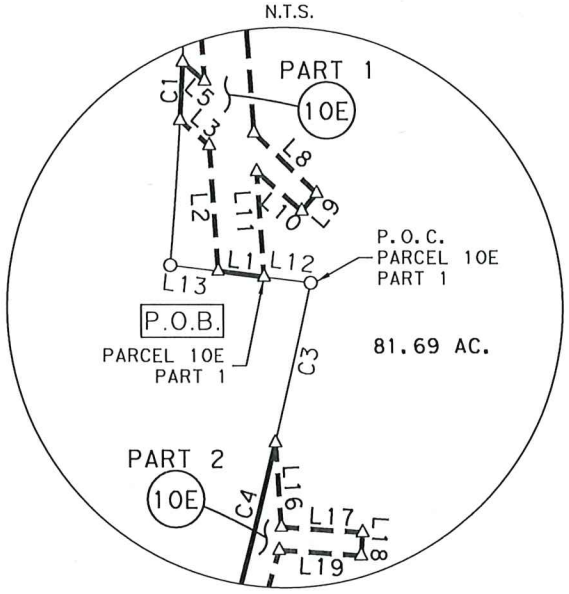
EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

●	½" IRON ROD FOUND UNLESS NOTED
⊙	½" IRON ROD FOUND W/PLASTIC CAP
◉	½" IRON PIPE FOUND UNLESS NOTED
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	½" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE)
℄	PROPERTY LINE
( )	RECORD INFORMATION
—/\—	LINE BREAK
⌇	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS

DETAIL "B"
N.T.S.



1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. T-165823, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

10(2). AN ELECTRIC TRANSMISSION AND DISTRIBUTING LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 241, PAGE 439, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

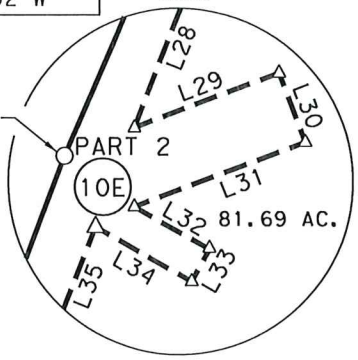
3. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2014037856 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

4. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2020166458 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

6. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN ORDINANCE NO. 05-0-25, RECORDED IN DOCUMENT NO. 2005039348, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00° 45' 56"	1,895.00'	25.32'	25.32'	N42° 30' 37"W
C2	05° 48' 22"	1,895.00'	192.03'	191.95'	N49° 10' 17"W
C3	01° 21' 21"	3,000.00'	70.99'	70.99'	N32° 33' 50"W
C4	10° 34' 36"	3,000.00'	553.79'	553.00'	N26° 35' 52"W

DETAIL "C"
N.T.S.



I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. NO. 4933 FROM JUNE 2020 TO DECEMBER 2021.

09/24/2023

MIGUEL A. ESCOBAR — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

08/11/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

EDWARD WOLF AND JENNIFER WOLF

SCALE	PROJECT	COUNTY
1" = 200'	BAGDAD ROAD	WILLIAMSON

PARCEL 10E
PART 1 &
PART 2

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 10-WOLF\PARCEL 10E-WOLF.dgn

Commissioners Court - Regular Session **92.**

Meeting Date: 11/21/2023

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	11/16/2023 10:37 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 05:08 PM
Final Approval Date: 11/16/2023		

Commissioners Court - Regular Session **93.**

Meeting Date: 11/21/2023

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	11/16/2023 10:38 AM
Form Started By: Charlie Crossfield		Started On: 11/15/2023 05:08 PM
Final Approval Date: 11/16/2023		