# NOTICE TO THE PUBLIC WILLIAMSON COUNTY COMMISSIONERS COURT January 23, 2024 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 3-41 )

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

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0405.003005	Ofc Furniture	3000.00
То	0100.0405.004232	Training	3000.00
From	0100.0405.003006	Ofc Equipment	1200.00
То	0100.0405.004232	Training	1200.00

**4.** Discuss, consider and take appropriate action on a line item transfer for Tax/Assessor Collector.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0499.004212	Postage	\$1,420.00
То	0100.0499.004500	Maintenance Services	\$1,420.00

**5.** Discuss, consider, and take appropriate action on a line item transfer for Fleet Services.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	\$150,000
То	0882.0882.003524	Sublets	\$150,000

- **6.** Discuss, consider and take appropriate action on a line item transfer for several Information Technology Services departments related to salary study recommendations previously approved on 1/9/2024.
- 7. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, and any corresponding line item transfers.
- **8.** Discuss, consider, and take appropriate action on approving property tax collections for the month of December 2023 for the Williamson County Tax Assessor/Collector.
- **9.** Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 01/18/2024 for the Williamson County Tax Assessor/Collector.
- **10.** Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152, including:
  - Two 2009 International 7600 SFA 6x4 Truck Tractors: Vin #4957 and Vin #4956;
  - Two 2012 Chevy 3500 Crew Cabs: Vin #9631 and Vin #9837;
  - Two 2008 John Deere 5603 Mowing Tractors: Vin #8546 and Vin #8547;
  - Two 2014 Ford F250 Regular Cabs: Vin #7188 and Vin #7190;
  - One 2004 Caterpillar 120 H-Motograder Vin #0333;
  - One 2016 Ford F250 Ext Cab Vin #4364
  - One 2006 Caterpillar 325C Track Excavator Vin #1942;
  - One 2013 Ford F250 Reg Cab Vin #9247;
  - One 2011 Chevy 2500 R Cab Vin #1294;
  - One 2003 Caterpillar 924GZ-Rubber Tire Articulating Loader Vin #0365;
  - One 2005 Caterpillar D6N Dozer Vin #1353;
  - One 1998 International 3800 School Bus Vin #3804.
- Discuss, consider and take appropriate action regarding the 2023 Racial Profiling Report for Williamson County Constable Pct. 1.
- **12.** Discuss, consider and take appropriate action on the 2023 Racial Profiling Report and Analysis submitted by the Precinct 2 Constables Office.
- **13.** Discuss, consider and take appropriate action regarding the 2023 Racial Profiling Report for the Williamson County Sheriff's Office.
- **14.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, December 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

- **15.** Discuss, consider, and take appropriate action to approve Justice of the Precinct 2 December 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.
- **16.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, December 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
- **17.** Discuss, consider and take appropriate action on appointing Catherine Perry of Round Rock to the Williamson County Child Welfare Board.
- 18. Discuss, consider and take appropriate action on a Lease Agreement between Williamson County, Texas and the Texas Parks & Wildlife Department, for the property designated as 107 Holly Street, Building 101, Georgetown, Texas 78626, for use by Texas Parks & Wildlife Department Game Warden(s) serving Williamson County.
- **19.** Discuss, consider, and take appropriate action on an investment from the Orphan Kitten Club.
- 20. Discuss, consider, and take appropriate action on an investment from Petsmart Charities.
- 21. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Financial Services Well Being & Support Services Education, under RFP #24RFP28.
- 22. Discuss, consider, and take appropriate action on approving Quote #202510 from Election Systems & Software for Williamson County Elections to purchase and ship one hundred (100) ExpressVote Printers for the total amount of \$81,590.00, pursuant to BuyBoard Contract #710-23.
- 23. Discuss, consider and take appropriate action on authorizing the extension of contract #2022195, Auto-Chlor Services, renewal option period 2, for the same terms and conditions as the existing contract, but with a price increase per attached documentation and spreadsheet, with Auto-Chlor Systems, for the 12-month term of 01/29/2024 01/28/2025.
- 24. Discuss, consider, and take appropriate action on awarding RFP # 24RFP3 RFP for Consulting Services for HazMat Response Team Organizational Assessment, Gap Analysis and Strategic Plan to Emergency Medical Solutions, Inc., in the amount of \$71,180.00 and authorize execution of the agreement.
- **25.** Discuss, consider, and take appropriate action on approving the Purchase #202499 between Williamson County and Galls, LLC for the amount of \$74,942.00, pursuant to BuyBoard contract #670-22.
- **26.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Jail Pharmaceuticals for the County Jail, under #24RFP27.

- 27. Discuss, consider, and take appropriate action on Consent to Contract Assignment between Williamson County, Austin Welder & Generator Service, Inc. dba Austin Generator Service (the Assignor), and GenServe LLC (the Assignee) in relation to Contract #23RFP64 Standby Generator and Automatic Transfer Switch Preventative Maintenance, Repair & Rental Services for Facilities Management, awarded on October 01, 2023 and Contract #23RFP43 Standby Generator for Data Service Center for Facilities Management and IT Department, awarded on March 28, 2023, and authorizing the execution of the Consent to Assignment.
- 28. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for HVAC Maintenance and Repair Services for Williamson County, Texas under RFP #24RFP30.
- 29. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Thomas Crockett for specific projects, with general authority to approve invoices and change orders for designated Williamson County Facilities Management projects for any increase or decrease in cost of \$25,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price my not be increased by more than 25% and the original contract price may not be decreased by 18% or more without consent of the contractor.
- 30. Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services with Talex, Inc. Engineers for the Jail Court, Elevator and Chiller 9 (P540) for \$14,500.
- 31. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$46,495.00 to expire on March 31, 2025 under Williamson County Contract for Engineering Services between K.C. Engineering, Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for the Central Maintenance Facility. Funding source: 01.0200.0210.004100.
- **32.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for ICR 283 Foam Asphalt Stabilization Roadway and Drainage Improvements, under IFB #24IFB29.
- 33. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB CR 200 HMAC Widening from Lackey Creek to CR 203, under IFB #24IFB32. The funding source is P641.
- **34.** Discuss, consider and take appropriate action on ratifying and approving of the revised preliminary plat for the Saddleback at Santa Rita Ranch Phase 1 subdivision (revision 3) Precinct 2.
- **35.** Discuss, consider and take appropriate action on approving the final plat for the Augustine Way subdivision Precinct 2.
- **36.** Discuss, consider and take appropriate action on ratifying and approving of the preliminary plat for the Sunset Ridge Ranch subdivision Precinct 2.
- **37.** Discuss, consider and take appropriate action on approval of the preliminary plat for the Santa Rita Ranch Phase 8 subdivision Precinct 3.

- **38.** Discuss, consider and take appropriate action on ratifying and approving the replat for Lot 15 of the Brushy Bend Park Section 2 Phase 2 subdivision Precinct 3.
- **39.** Discuss, consider and take appropriate action on ratifying and approving the final plat for the Cool Water Ph 5 Sections 1 & 2 subdivision Precinct 4.
- **40.** Discuss, consider and take appropriate action on approval of the final plat for the Rancho Del Cielo Phase 2B Section 1 subdivision Precinct 4.
- **41.** Discuss, consider and take appropriate action on approval of the final plat for the Rancho Del Cielo Phase 2B Section 2 subdivision Precinct 4.

#### **REGULAR AGENDA**

- Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Tina Harriet Threlkeld) who passed away in Williamson County, Texas where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.
- **43.** Discuss, consider, and take appropriate action on recognizing Clinical Practice Division Commander Terri King for her 24 years of service to Williamson County EMS.
- **44.** Discuss, consider and take appropriate action on adopting the Williamson County Public Affairs Communication Policy.
- **45.** Discuss, consider and take appropriate action on approving a Notice of Termination of Contract for Construction Management At-Risk Project Delivery for the Williamson County Justice Complex Improvements Project, by and between QA Construction Services, Inc. and Williamson County, Texas, being dated effective September 26, 2023.
- **46.** Discuss, consider and take appropriate action on approving Purchase #2024103 for the purchase of a cloud vault subscription from FreeIT Data Solutions in the amount of \$110,530.00, pursuant to DIR contract #DIR-CPO-4696, and authorizing execution of the quote.
- Discuss, consider and take appropriate action on accepting a report from G2 Construction. This change order is for the construction/remodel of the Road & Bridge new yard shed. Department point of contact is Daryl Mutz, Project Manager, Facilities Management. On March 22, 2022, the Williamson County Commissioners Court approved Williamson County Architect, Trenton Jacobs, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project will be 4509.1026.

- 48. Receive and acknowledge approval of Change Order No. 1 from G2 CSI for the Sheriff's Office Lighting Upgrade Project in the amount of \$15,142.00, which was approved by Williamson County Facilities Architect, Trenton Jacobs, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.
- 49. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Daryl Mutz for specific projects, with general authority to approve invoices and change orders for designated Williamson County Facilities Management projects for any increase or decrease in cost of \$25,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price my not be increased by more than 25% and the original contract price may not be decreased by 18% or more without consent of the contractor.
- Discuss, consider, and take appropriate action on approving a 2024 CIP transfer to close P637 (Fleets Parts Room Expansion) and move the remaining funds of \$1,500,000 to P608 (Fleet Shop Addition).
- 51. Discuss, consider and take appropriate action on approving a LTP transfer per HNTB, to transfer \$200,000 from P461 (Corridor F/US 183) to P457 (LTP ROW), \$190,000 from P457 (LTP ROW) to P385 (Ronald Reagan Corridor Segment A), \$42,000 from P457 (LTP ROW) to P388 (Ronald Reagan Corridor), \$2,000,000 from P457 (LTP ROW) to P463 (Southeast Corridor Study), \$200,000 from P457 (LTP ROW) to P599 (Chandler Corridor Segment 1) and \$100,000 from P457 (LTP ROW) to P600 (Chandler Corridor Segment 2).
- **52.** Discuss, consider, and take appropriate action on transferring \$230,000 from P623 (CR 313) to P645 (CR 143 Bridge and Roadway Realignment).
- **53.** Discuss, consider, and take appropriate action to approve a 2019 Road Bond Transfer to move funds between the attached projects.
- **54.** Receive the January 2024 Construction Summary Report and PowerPoint Presentation.
- **55.** Discuss, consider, and take appropriate action on awarding IFB #24IFB6 Cross Culvert Replacements for FY24 to the lowest and best bidder, SJ&J Construction, LLC, in the not to exceed amount of \$554,554.07 and authorize execution of the ensuing agreement.
- 56. Discuss, consider and take appropriate action on Contract Amendment No. 3 to the CR 129 contract between Williamson County and Garver, LLC relating to the 2019 Road Bond Program. Project: P375 Fund Source: Road Bonds
- Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 24IFB14 CR 332 Realignment, a Road Bond program in Commissioner Pct. 4 Project: P366 Funding Source: Road Bond.
- Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 24IFB15 Liberty Hill Bypass, a Road Bond program in Commissioner Pct. 2 Project: P346 Funding Source: Road Bond.

- 59. Discuss, consider and take appropriate action on a Resolution with TXDOT for an Advance Funding Agreement for a Locally Funded Roadway Improvement Project On-System with the Texas Department of Transportation for a project generally described as the Intersection and Operational Improvement of FM 3349 and FM 1660 in Williamson County. Funding Source: Funding Source: Road Bond P392
- Discuss, consider and take appropriate action on a possession and use Agreement for Transportation Purposes with Edgar Castro for right of way needed on the Bagdad @ County Road 279 project (Parcel 15). Funding Source: Road Bonds P343
- Discuss, consider and take appropriate action on a possession and use Agreement for Transportation Purposes with TDW Development, LLC for right of way needed on the Hero Way project (Parcel 339-1). Funding Source: Road Bonds P326
- Discuss, consider and take appropriate action on a possession and use Agreement for Transportation Purposes with James G. Velchoff and Deborah K. Velchoff for right of way needed on the Hero Way project (Parcel 312/312E). Funding Source: TANS P588
- Discuss, consider and take appropriate action on a real estate contract with JBS Holdings, L.P. for 1.918 acres and 0.801 acres of ROW needed on Bagdad @ County Road 279. (Parcels 20 and 22) Funding Source: Road Bonds P343
- 64. Discuss, consider and take appropriate action on a real estate contract with Richard Cantu and Sally Cantu for 0.002 acres of ROW needed on Hero Way. (Parcel 208) Funding Source: Road Bonds P326
- 65. Discuss, consider and take appropriate action on a letter agreement with Jan O'Connell and Patrick O'Connell for a drainage easement needed on the Sam Bass Road /Corridor H project (Parcel 60DE). Funding Source: Road Bonds P462
- **66.** Discuss, consider and take appropriate action on an update regarding the strategic plan.

#### **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)."

67. 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.
- I) 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 the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
  - p) Discuss the acquisition of right of way for Bagdad Road/CR 279.
  - q) Discuss the acquisition of right of way for CR 314.
  - r) Discuss acquisition of right of way for Corridor J.
  - s) Discuss the acquisition of real property for Southwestern Blvd.
  - t) Discuss the acquisition of right-of-way for CR 313.
- 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
- **68.** 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
- k) Project School Bus

69. 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
- 19. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two

#### c. Administrative Complaints:

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

3. EEOC Charge No. 451-2023-01208

#### d. Claims:

1. Legal claims and demands by Chasco Constructors, LTD, LLP in relation to construction work performed on the East Wilco Highway (Southeast Loop Segment 1) Project.

#### 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.
- **70.** 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).
- 71. 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).
- 72. 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)

- 73. Discuss and take appropriate action concerning economic development.
- **74.** Discuss and take appropriate action concerning real estate.
- **75.** 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
- 19. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two

#### c. Administrative Complaints:

- 1. EEOC Charge No. 451-2023-00766 K.B.
- 2. USERRA Case No. TX-2023-00052-40-R
- 3. EEOC Charge No. 451-2023-01208

#### d. Claims:

1. Legal claims and demands by Chasco Constructors, LTD, LLP in relation to construction work performed on the East Wilco Highway (Southeast Loop Segment 1) Project.

#### 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.

- **76.** 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.
- 77. Comments from Commissioners.
- 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 19th day of January 2024 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Meeting Date:** 01/23/2024

Line Item Transfer

Submitted For: Michael Hernandez Submitted By: Misty Cordero-Pierce, Veteran Services

3.

**Department:** Veteran Services

Agenda Category: Consent

#### Information

#### Agenda Item

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

#### **Background**

Requesting to move funds from office furniture and office equipment to training for training purposes.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0405.003005	Ofc Furniture	3000.00
То	0100.0405.004232	Training	3000.00
From	0100.0405.003006	Ofc Equipment	1200.00
То	0100.0405.004232	Training	1200.00

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/10/2024 04:07 PM Budget Office Saira Hernandez 01/11/2024 10:18 AM

Form Started By: Misty Cordero-Pierce Started On: 01/05/2024 11:11 AM

Final Approval Date: 01/11/2024

**Meeting Date:** 01/23/2024

Line Item Transfer

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

Agenda Category: Consent

#### Information

4.

#### Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Tax/Assessor Collector.

#### **Background**

Line Item Transfer requested to cover a budget shortfall due to an unpredictable price increase in maintenance.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0499.004212	Postage	\$1,420.00
То	0100.0499.004500	Maintenance Services	\$1,420.00

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 10:25 AM Budget Office Saira Hernandez 01/18/2024 10:48 AM

Form Started By: Mary Greenway Started On: 01/18/2024 09:52 AM Final Approval Date: 01/18/2024

**Meeting Date:** 01/23/2024

01-23-2024 LIT

Submitted For: Kevin Teller Submitted By: Edward Pospisil, Infrastructure

5.

**Department:** Infrastructure **Division:** Fleet Services

Agenda Category: Consent

#### Information

#### Agenda Item

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

#### **Background**

Unforeseen major repairs have depleted our sublet funds earlier than anticipated for the current fiscal year.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	\$150,000
То	0882.0882.003524	Sublets	\$150,000

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 12:15 PM Budget Office Saira Hernandez 01/18/2024 01:01 PM

Form Started By: Edward Pospisil Started On: 01/18/2024 11:53 AM

Final Approval Date: 01/18/2024

**Meeting Date:** 01/23/2024

Information Technology Services Salary Study Line Item Transfer

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

**Department: Human Resources** 

Agenda Category: Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on a line item transfer for several Information Technology Services departments related to salary study recommendations previously approved on 1/9/2024.

#### **Background**

Salary study recommended changes were approved on the 1/9/2024 Commissioners Court agenda, under Item #46. Please see details of corresponding line item transfer attached.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

ITS Salary Study LIT

#### Form Review

Inbox

Human Resources (Originator) County Judge Exec Asst.

**Budget Office** 

Form Started By: Kaylan Diederich Final Approval Date: 01/12/2024

**Reviewed By** 

Date Rebecca Clemons 01/11/2024 05:04 PM **Becky Pruitt** 01/12/2024 09:04 AM Saira Hernandez 01/12/2024 09:29 AM

Started On: 01/11/2024 01:15 PM

6.

				(TO)	(F	ROM)
entity	fund	dept	object	dr	cr	
01	0100	0503	001100	\$ 129	,846.52	
01	0100	0503	002010	\$ 9	,933.26	
01	0100	0503	002020	\$ 20	,840.37	
01	0100	0523	001100	\$ 30	,261.25	
01	0100	0523	002010	\$ 2	,314.99	
01	0100	0523	002020	\$ 4	,856.93	
01	0100	0409	001100		\$	160,107.77
01	0100	0409	002010		\$	12,248.24
01	0100	0409	002020		\$	25,697.30
01	0507	0507	001100	\$ 6	,274.83	
01	0507	0507	002010	\$	480.02	
01	0507	0507	002020	\$ 1	,007.11	
01	0507	0507	004419		\$	7,761.97

\$ 205,815.28 \$ 205,815.28

**Meeting Date:** 01/23/2024

Compensation Items

Submitted By: Kayla Marek, Human Resources

**Department:** Human Resources

Agenda Category: Consent

#### Information

#### Agenda Item

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

#### **Background**

See attached documentation for details.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Merit Report Merit LIT

#### Form Review

#### Inbox

Human Resources (Originator) County Judge Exec Asst. Form Started By: Kayla Marek Final Approval Date: 01/18/2024 Reviewed By Date

Laura Cervantes 01/18/2024 08:39 AM Becky Pruitt 01/18/2024 08:47 AM

Started On: 01/17/2024 04:14 PM

7.

			Current			New	Lump-	Pay	Effective
		Emp	Annual	Annual		Annual	sum	Proposal	Date of
Department	Position	Num	Salary	Merit Amt	Merit%	Salary	Merit	Reason	Change
District Clerk	Deputy District Clerk.1852.001100.	16758	\$42,003.25	\$1,680.12	4.00	\$43,683.37	-	MERIT	19-Jan-24
District Clerk	Court Specialist.2028.001100.	16750	\$44,141.70	\$1,765.67	4.00	\$45,907.37	-	MERIT	19-Jan-24
District Clerk	Deputy District Clerk.1851.001100.	16751	\$42,003.25	\$1,680.12	4.00	\$43,683.37	-	MERIT	19-Jan-24
District Clerk	Deputy District Clerk.1192.001100.	00807	\$42,003.25	\$1,680.12	4.00	\$43,683.37	-	MERIT	19-Jan-24
Juvenile Grant	Juv Prob Officer I Grant.1030.001100.	16631	\$50,593.92	\$2,023.76	4.00	\$52,617.68	-	MERIT	19-Jan-24
Juvenile Grant	Counselor II Grant.1665.001100.	16677	\$55,675.62	\$2,226.90	4.00	\$57,902.52	-	MERIT	16-Feb-24
Juvenile Grant	Training Coordinator Grant.2075.001100.	14482	\$66,083.94	\$3,304.08	5.00	\$69,388.02	-	MERIT	19-Jan-24
Juvenile Services	Sr Juv Facility Supervisor.1067.001100.	15455	\$61,785.36	\$1,853.54	3.00	\$63,638.90	-	MERIT	2-Feb-24
Juvenile Services	Juv Probation Officer I.1146.001100.	16657	\$50,593.92	\$2,023.76	4.00	\$52,617.68	-	MERIT	2-Feb-24
Juvenile Services	Juv Supervision Offcr I.1126.001100.	16665	\$44,141.70	\$1,765.67	4.00	\$45,907.37	-	MERIT	2-Feb-24
Juvenile Services	Juv Probation Officer II.1150.001100.	15084	\$53,921.00	\$2,156.84	4.00	\$56,077.84	-	MERIT	19-Jan-24
Juvenile Services	Juv Supervision Offcr I.1131.001100.	16648	\$44,141.70	\$1,765.67	4.00	\$45,907.37	-	MERIT	19-Jan-24
Juvenile Services	Juv Supervision Offcr I.1122.001100.	16645	\$44,141.70	\$1,765.67	4.00	\$45,907.37	-	MERIT	19-Jan-24
Juvenile Services	Juv Supervision Offcr I.1105.001100.	16197	\$45,907.37	\$1,836.29	4.00	\$47,743.65	-	MERIT	19-Jan-24
Wilco Pretrial Services	Court Services Specialist.1211.001100.	15666	\$42,283.49	\$845.67	2.00	\$43,129.15	-	MERIT	19-Jan-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0450	001100	6,806.03	
01	0100	0450	001130		6,806.03
01	0100	0576	001100	17,418.10	
01	0100	0576	001130		17,418.10
01	0100	0591	001100	845.67	
01	0100	0591	001130		845.67

**Meeting Date:** 01/23/2024

Property Tax Collections – December 2023

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

Collector

8.

**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 December 2023 for the Williamson County Tax Assessor/Collector.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

120123-123123 GWI-RFM 120123-123123 GWI-RFM graph

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 10:43 AM

Form Started By: Renee Clark
Started On: 01/18/2024 10:26 AM
Final Approval Date: 01/18/2024

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

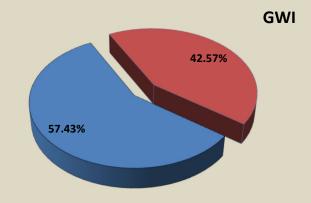
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2023 2022 & Prior Rollbacks	\$403,525,495.47 \$3,194,048.95 \$181,596.33	(\$445,766.85) (\$681,238.29) \$254,979.97	\$403,079,728.62 \$2,512,810.66 \$436,576.30	\$208,593,903.89 (\$134,696.39) \$114,019.23	\$28,329.56	(\$10.47) \$221.86 \$0.00	\$171,597,720.00 \$2,540,421.39 \$220,198.75	\$231,482,008.62 (\$27,610.73) \$216,377.55	57.43% -1.10% 49.56%	57.43% 3.36% 49.68%	57.50%
Total All	\$406,901,140.75	(\$872,025.17)	\$406,029,115.58	\$208,573,226.73	\$28,329.56	\$211.39	\$174,358,340.14	\$231,670,775.44	57.06%	57.09%	

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 2022 & Prior Rollbacks	\$54,524,654.28 \$323,679.16 \$18,172.81	(\$39,973.51) (\$66,664.57) \$25,253.74	\$54,484,680.77 \$257,014.59 \$43,426.55	\$28,486,387.45 (\$11,897.82) \$11,389.64	\$0.00 \$2,754.90 \$0.00	(\$1.97) \$21.27 \$0.00	\$22,944,547.36 \$254,566.20 \$21,934.99	\$31,540,133.41 \$2,448.39 \$21,491.56	57.89% 0.95% 49.49%	57.89% 5.37% 49.60%	57.95%
Total All	\$54,866,506.25	(\$81,384.34)	\$54,785,121.91	\$28,485,879.27	\$2,754.90	\$19.30	\$23,221,048.55	\$31,564,073.36	57.61%	57.64%	

				2023 COMBINED MONT	HLY 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
Nov-23	\$462,009,287.03	(\$446,296.74)	\$461,562,990.29	\$19,998,907.39	\$29,954.25	\$3,454.10	\$435,387,478.18	\$26,175,512.11
Dec-23	\$461,562,990.29	(\$748,752.80)	\$460,814,237.49	\$237,059,106.00	\$31,084.46	\$230.69	\$197,579,388.69	\$263,234,848.80

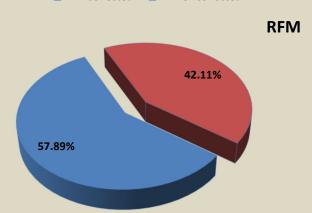
### Year to Date Collection Report Thru December 2023

■ YTD Collected ■ YTD Uncollected

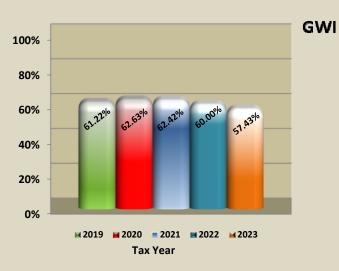


#### Year to Date Collection Report Thru December 2023

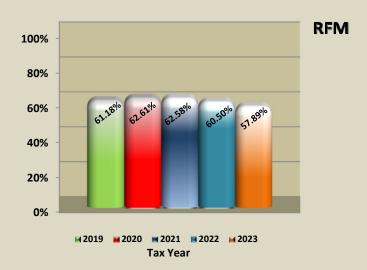
■ YTD Collected ■ YTD Uncollected



### Percent of Roll Collected Comparison 2019-2023



### Percent of Roll Collected Comparison 2019-2023



**Meeting Date:** 01/23/2024

Property Tax Refunds - Over 2500 - Thru 01/18/2024

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

Collector

9.

**Department:** County Tax Assessor Collector

Agenda Category: Consent

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 01/18/2024 for the Williamson County Tax Assessor/Collector.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

102723-011824 Refunds Over 2500

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 10:43 AM

Form Started By: Renee Clark
Started On: 01/18/2024 10:33 AM
Final Approval Date: 01/18/2024

#### **MISSION STATEMENT**

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.



Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: January 18, 2024

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list, which includes these property tax refunds, for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

12:02 PM 01/17/24

## Property Tax Account QuickReport As of January 18, 2024

Туре	Date	Num	Name	Memo	Amount
Refunds P	ayable - Taxpay	yers			
Check	01/08/2024	101204	CORELOGIC	R573216 - Double payment	-7,982.36
Total Refun	nds Payable - Ta	ixpayers			-7,982.36
TOTAL					-7,982.36

**Meeting Date:** 01/23/2024

Vehicle Status Change - Assets for Auction

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

**Department:** Purchasing **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152, including:

- Two 2009 International 7600 SFA 6x4 Truck Tractors: Vin #4957 and Vin #4956;
- Two 2012 Chevy 3500 Crew Cabs: Vin #9631 and Vin #9837;
- Two 2008 John Deere 5603 Mowing Tractors: Vin #8546 and Vin #8547;
- Two 2014 Ford F250 Regular Cabs: Vin #7188 and Vin #7190;
- One 2004 Caterpillar 120 H-Motograder Vin #0333;
- One 2016 Ford F250 Ext Cab Vin #4364
- One 2006 Caterpillar 325C Track Excavator Vin #1942;
- One 2013 Ford F250 Reg Cab Vin #9247;
- One 2011 Chevy 2500 R Cab Vin #1294;
- One 2003 Caterpillar 924GZ-Rubber Tire Articulating Loader Vin #0365;
- One 2005 Caterpillar D6N Dozer Vin #1353;
- One 1998 International 3800 School Bus Vin #3804.

#### **Background**

Please see the attachment for details.

#### **Fiscal Impact**

_				
Ш	From/To	Acct No.	Description	Amount

#### **Attachments**

VSC Assets for Auction

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

01/17/2024 03:49 PM

County Judge Exec Asst.

Becky Pruitt

01/18/2024 08:46 AM

Form Started By: Misty Brooks Started On: 01/05/2024 08:38 AM Final Approval Date: 01/18/2024

10.

County VIN/Serial Number	1HSWXSHR09J184956
Make	INTERNATIONAL
License Plate	1309479
Year	2009
Model	7600 SFA 6X4 TRUCK TRACTOR
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UTT0903
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	186002 Mileage
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	4956
HideFromDelve	Yes
Does vehicle have a toll TAG?	Yes
Toll TAG Registration Number	00736318.08093
Toll TAG Destroyed	Yes
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 3:32 PM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:25 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:03 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 12/28/2023 11:05 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 2:01 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	35
Version	9.0
Attachments	False
Created	6/22/2023 11:31 AM
Created By	Gary Thoene
Modified	1/3/2024 2:01 PM
Modified By	Misty Brooks

County VIN/Serial Number	1HSWXSHR29J184957
Make	INTERNATIONAL
License Plate	1285984
Year	2009
Model	7600 SFA 6X4 TRUCK TRACTOR
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UTT0909
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	182849
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	4957
HideFromDelve	Yes
Does vehicle have a toll TAG?	Yes
Toll TAG Registration Number	TX 00736695.080893
Toll TAG Destroyed	Yes
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 3:33 PM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:29 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:01 AM
Auditor's Authorized Employee Signature	√ Nancy Schiller 12/28/2023 8:24 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 1:29 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	29
Version	9.0
Attachments	False
Created	6/21/2023 11:01 AM
Created By	Gary Thoene
Modified	1/3/2024 1:29 PM
Modified By	Misty Brooks

County VIN/Serial Number	1GC4CZCG0CF149631
Make	CHEVROLET
License Plate	1131015
Year	2012
Model	3500 CREW CAB
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UB1212
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	155158 MILEAGE
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	9631
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 8/15/2023 12:25 PM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:27 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:02 AM
Auditor's Authorized Employee Signature	√ Nancy Schiller 12/28/2023 8:33 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 1:41 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	32
Version	7.0
Attachments	False
Created	6/21/2023 1:34 PM
Created By	Gary Thoene
Modified	1/3/2024 1:41 PM
Modified By	Misty Brooks

County VIN/Serial Number	1GC4CZCG9CF149837
Make	CHEVROLET
License Plate	1131016
Year	2012
Model	3500 CREW CAB
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UB1213
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	148893 MILEAGE
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	9837
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 8/14/2023 9:07 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:28 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:02 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 12/28/2023 8:37 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 1:47 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	31
Version	7.0
Attachments	False
Created	6/21/2023 11:08 AM
Created By	Gary Thoene
Modified	1/3/2024 1:47 PM
Modified By	Misty Brooks

County VIN/Serial Number	LV5603R268546
Make	JOHN DEERE
License Plate	N/A
Year	2008
Model	5603 MOWING TRACTOR
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UJ0811
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	4839.9 Hours
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	8546
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
	Yes
Auditor's Process Completed	165
Auditor's Process Completed Fleet Process Completed	Yes
Fleet Process Completed	Yes
Fleet Process Completed Risk Process Completed	Yes Yes

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 11:38 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:23 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:04 AM
Auditor's Authorized Employee Signature	√ Nancy Schiller 12/28/2023 8:41 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 1:51 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	37
Version	8.0
Attachments	False
Created	6/22/2023 1:37 PM
Created By	Gary Thoene
Modified	1/3/2024 1:51 PM
Modified By	Misty Brooks

County VIN/Serial Number	LV5603R268547
Make	JOHN DEERE
License Plate	N/A
Year	2008
Model	5603 MOWING TRACTOR
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UJ0813
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	5847.0 HOURS
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	8547
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 11:38 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:24 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:04 AM
Auditor's Authorized Employee Signature	√ Nancy Schiller 12/28/2023 10:52 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 3:04 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	36
Version	8.0
Attachments	False
Created	6/22/2023 11:35 AM
Created By	Gary Thoene
Modified	1/3/2024 3:04 PM
Modified By	Misty Brooks

County VIN/Serial Number	1FTBF2A69EEB47188
Make	FORD
License Plate	1175605
Year	2014
Model	F 250 REG CAB
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UB1464
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	136791 MILEAGE
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	7188
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 9:34 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:16 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:06 AM
Auditor's Authorized Employee Signature	√ Nancy Schiller 12/28/2023 9:37 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 1:56 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	44
Version	8.0
Attachments	False
Created	6/26/2023 2:33 PM
Created By	Gary Thoene
Modified	1/3/2024 1:56 PM
Modified By	Misty Brooks

County VIN/Serial Number	1FTBF2A67EEB47190
Make	FORD
License Plate	1175607
Year	2014
Model	F250 R CAB
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UB1466
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	163380 MILEAGE
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	7190
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 11:43 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:26 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:03 AM
Auditor's Authorized Employee Signature	√ Nancy Schiller 12/28/2023 10:54 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 3:12 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	34
Version	7.0
Attachments	False
Created	6/21/2023 2:53 PM
Created By	Gary Thoene
Modified	1/3/2024 3:12 PM
Modified By	Misty Brooks

County VIN/Serial Number	CAT0120HCCAF00333
Make	CATERPILLAR
License Plate	N/A
Year	2004
Model	120 H - MOTORGRADER
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UG0407
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	6524.6 HOURS
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	0333
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 10:09 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:11 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:06 AM
Auditor's Authorized Employee Signature	√ Nancy Schiller 12/28/2023 9:50 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 2:39 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	46
Version	7.0
Attachments	False
Created	6/29/2023 9:26 AM
Created By	Gary Thoene
Modified	1/3/2024 2:39 PM
Modified By	Misty Brooks

County VIN/Serial Number	1FT7X2A68GEA84364
Make	FORD
License Plate	1218619
Year	2016
Model	F 250 EXT CAB
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UB1613
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	163386 MILEAGE
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	4364
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 10:11 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:16 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:06 AM
Auditor's Authorized Employee Signature	√ Nancy Schiller 12/28/2023 9:53 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 2:44 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	43
Version	7.0
Attachments	False
Created	6/26/2023 2:31 PM
Created By	Gary Thoene
Modified	1/3/2024 2:44 PM
Modified By	Misty Brooks

County VIN/Serial Number	CAT0325CCBFE01942
Make	CATERPILLAR
License Plate	N/A
Year	2006
Model	325C TRACK EXCAVATOR
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UG0601
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	4922 HOURS
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	1942
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 11:32 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:19 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:05 AM
Auditor's Authorized Employee Signature	√ Nancy Schiller 12/28/2023 10:06 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 2:56 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	41
Version	7.0
Attachments	False
Created	6/23/2023 2:58 PM
Created By	Gary Thoene
Modified	1/3/2024 2:56 PM
Modified By	Misty Brooks

County VIN/Serial Number	1FTBF2A61DEA99247	
Make	FORD	
License Plate	1156608	
Year	2013	
Model	F250 REG CAB	
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY	
Receiving Department Authorized Signer		
Receiving Department Contact Phone Number		
Department Authorized Signer	Kelly Murphy	
Equipment Unit Number	UB1345	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction	
Fleet Comments		
Comments (mileage, mechanical issues, other info)	138981 MILEAGE	
Title Approved for (Audit)	No change needed; current title is still valid	
Enter Agenda Date:	1/9/2024	
VSC Review		
Department	210 - Unified Road Systems	
Receiving Department		
Short VIN	9247	
HideFromDelve	Yes	
Does vehicle have a toll TAG?	No	
Toll TAG Registration Number		
Toll TAG Destroyed	No	
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid	
Workflow Admin Notes		
The listed vehicle was involved in an accident. No pending litigation has been confirmed.		
Approval Process Notes		
Workflow Stage	Approvals Complete	
Court Disposition		
Court Disposition Comments		
Auditor's Process Completed	Yes	
Fleet Process Completed	Yes	
Risk Process Completed	Yes	
Purchasing Process Completed	Yes	
Workflow Process Notes		
2021 VSC Workflow		

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 11:35 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:21 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:05 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 12/28/2023 10:50 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 3:01 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	39
Version	7.0
Attachments	False
Created	6/23/2023 8:04 AM
Created By	Gary Thoene
Modified	1/3/2024 3:01 PM
Modified By	Misty Brooks

County VIN/Serial Number	1GC0CVCG0BF171294	
Make	CHEVROLET	
License Plate	1110197	
Year	2011	
Model	2500 R CAB	
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY	
Receiving Department Authorized Signer		
Receiving Department Contact Phone Number		
Department Authorized Signer	Kelly Murphy	
Equipment Unit Number	UB1107	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction	
Fleet Comments		
Comments (mileage, mechanical issues, other info)	165503 MILEAGE	
Title Approved for (Audit)	No change needed; current title is still valid	
Enter Agenda Date:	1/9/2024	
VSC Review		
Department	210 - Unified Road Systems	
Receiving Department		
Short VIN	1294	
HideFromDelve	Yes	
Does vehicle have a toll TAG?	No	
Toll TAG Registration Number		
Toll TAG Destroyed	No	
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid	
Workflow Admin Notes		
The listed vehicle was involved in an accident. No pending litigation has been confirmed.		
Approval Process Notes		
Workflow Stage	Approvals Complete	
Court Disposition		
Court Disposition Comments		
Auditor's Process Completed	Yes	
Fleet Process Completed	Yes	
Risk Process Completed	Yes	
Purchasing Process Completed	Yes	
Workflow Process Notes		
2021 VSC Workflow		

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 11:46 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:27 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:03 AM
Auditor's Authorized Employee Signature	√ Nancy Schiller 12/28/2023 10:55 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 3:14 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	33
Version	7.0
Attachments	False
Created	6/21/2023 1:37 PM
Created By	Gary Thoene
Modified	1/3/2024 3:14 PM
Modified By	Misty Brooks

County VIN/Serial Number	CAT0924GADFZ00365	
Make	CATERPILLAR	
License Plate	N/A	
Year	2003	
Model	924GZ - RUBBER TIRE ARTICULATING LOADER	
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY	
Receiving Department Authorized Signer		
Receiving Department Contact Phone Number		
Department Authorized Signer	Kelly Murphy	
Equipment Unit Number	UG0307	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction	
Fleet Comments		
Comments (mileage, mechanical issues, other info)	3867.7 HOURS	
Title Approved for (Audit)	No change needed; current title is still valid	
Enter Agenda Date:	1/9/2024	
VSC Review		
Department	210 - Unified Road Systems	
Receiving Department		
Short VIN	0365	
HideFromDelve	Yes	
Does vehicle have a toll TAG?	No	
Toll TAG Registration Number		
Toll TAG Destroyed	No	
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid	
Workflow Admin Notes		
The listed vehicle was involved in an accident. No pending litigation has been confirmed.		
Approval Process Notes		
Workflow Stage	Approvals Complete	
Court Disposition		
Court Disposition Comments		
Auditor's Process Completed	Yes	
Fleet Process Completed	Yes	
Risk Process Completed	Yes	
Purchasing Process Completed	Yes	
Workflow Process Notes		
2021 VSC Workflow		

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 10:32 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:18 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:05 AM
Auditor's Authorized Employee Signature	√ Nancy Schiller 12/28/2023 10:58 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 3:17 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	42
Version	7.0
Attachments	False
Created	6/26/2023 10:46 AM
Created By	Gary Thoene
Modified	1/3/2024 3:17 PM
Modified By	Misty Brooks

County VIN/Serial Number	CAT00D6NPAKM01353
Make	CATERPILLAR
License Plate	N/A
Year	2005
Model	D6N DOZER
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Kelly Murphy
Equipment Unit Number	UG0517
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	4843 HOURS
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	1/9/2024
VSC Review	
Department	210 - Unified Road Systems
Receiving Department	
Short VIN	1353
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	
2021 VSC Workflow	

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 11:33 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:20 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:05 AM
Auditor's Authorized Employee Signature	√ Nancy Schiller 12/28/2023 11:00 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 3:19 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	40
Version	8.0
Attachments	False
Created	6/23/2023 2:54 PM
Created By	Gary Thoene
Modified	1/3/2024 3:19 PM
Modified By	Misty Brooks

County VIN/Serial Number	1HVBBABM2WH573804	
Make	INTERNATIONAL	
License Plate	1189581	
Year	1998	
Model	3800 SCHOOL BUS	
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY	
Receiving Department Authorized Signer		
Receiving Department Contact Phone Number		
Department Authorized Signer	Kelly Murphy	
Equipment Unit Number	UT9889	
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction	
Fleet Comments		
Comments (mileage, mechanical issues, other info)	91855.6 MILEAGE - NEEDS TRANSMISSION REPAIR, COST EXCEEDS VALUE	
Title Approved for (Audit)	No change needed; current title is still valid	
Enter Agenda Date:	1/9/2024	
VSC Review		
Department	210 - Unified Road Systems	
Receiving Department		
Short VIN	3804	
HideFromDelve	Yes	
Does vehicle have a toll TAG?	No	
Toll TAG Registration Number		
Toll TAG Destroyed	No	
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid	
Workflow Admin Notes		
The listed vehicle was involved in an accident. No pending litigation has been confirmed.		
Approval Process Notes		
Workflow Stage	Approvals Complete	
Court Disposition		
Court Disposition Comments		
Auditor's Process Completed	Yes	
Fleet Process Completed	Yes	
Risk Process Completed	Yes	
Purchasing Process Completed	Yes	
Workflow Process Notes		
2021 VSC Workflow		

Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ Kelly Murphy 7/20/2023 11:36 AM
Receiving Department Signature	×
Budget Office Signature Acknowledgement	×
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 12/27/2023 8:22 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 12/27/2023 9:04 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 12/28/2023 11:04 AM
Purchasing Department Signature	✓ Misty Brooks 1/3/2024 3:22 PM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	38
Version	9.0
Attachments	False
Created	6/22/2023 2:33 PM
Created By	Gary Thoene
Modified	1/3/2024 3:22 PM
Modified By	Misty Brooks

### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

Williamson County Constable Pct. 1 2023 Racial Profiling Report

Submitted By: Patrick Youngren, Constable Pct. #1

**Department:** Constable Pct. #1

Agenda Category: Consent

#### Information

11.

### Agenda Item

Discuss, consider and take appropriate action regarding the 2023 Racial Profiling Report for Williamson County Constable Pct. 1.

### **Background**

The Texas Code of Criminal Procedure requires that no later than March 1st of each year every law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and to the governing body served by the agency. A report required under Subsection (b) must be submitted by the Chief Administrator and must include a comparative analysis of the information compiled under Article 2.132.

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Full Report Analysis

Final Approval Date: 01/17/2024

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/17/2024 10:36 AM

Form Started By: Patrick Youngren Started On: 01/16/2024 11:12 AM

### Racial Profiling Report | Full

Agency Name: WILLIAMSON CO. CONST. PCT. 1

Reporting Date: 01/03/2024 TCOLE Agency Number: 491101

Chief Administrator: MICKEY W. CHANCE

Agency Contact Information:

Phone: (512) 244-8650

Email: mickey.chance@wilco.org

Mailing Address:

1801 E OLD SETTLERS BLVD STE 105 ROUND ROCK, TX 78664-1908

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the <u>WILLIAMSON CO. CONST. PCT. 1</u> from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the <u>WILLIAMSON CO. CONST.</u> <u>PCT. 1</u> if the individual believes that a peace officer employed by the <u>WILLIAMSON CO. CONST. PCT. 1</u> has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the <u>WILLIAMSON</u> <u>CO. CONST. PCT. 1</u> who, after an investigation, is shown to have engaged in racial profiling in violation of the <u>WILLIAMSON CO. CONST. PCT. 1</u> policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual:
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WILLIAMSON CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: JEREME S. BRINKMANN Lieutenant

Date: 01/03/2024

### Total stops: 426

Street a	address or approximate location of the	ne stop
City	street	296
US h	ighway	64
Cour	nty road	49
State	e highway	17
Priva	ate property or other	0
Was ra	ce or ethnicity known prior to stop?	
Yes		0
No		426
Race /	Ethnicity	
Alas	ka Native / American Indian	1
Asia	n / Pacific Islander	31
Blac	k	47
Whit	e	224
Hisp	anic / Latino	123
Gender		
Fema	ale	161
	Alaska Native / American Indian	1
	Asian / Pacific Islander	10
	Black	19
	White	93
	Hispanic / Latino	38
Male		265
	Alaska Native / American Indian	0
	Asian / Pacific Islander	21
	Black	28
	White	131
	Hispanic / Latino	85
Reasor	for stop?	
Viola	ition of law	3
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	1

	Hispanic / Latino	2
Pree	xisting knowledge	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Movi	ng traffic violation	280
	Alaska Native / American Indian	1
	Asian / Pacific Islander	24
	Black	26
	White	154
	Hispanic / Latino	75
Vehi	cle traffic violation	143
	Alaska Native / American Indian	0
	Asian / Pacific Islander	7
	Black	21
	White	69
	Hispanic / Latino	46
Was a s	search conducted?	
Yes		11
Yes	Alaska Native / American Indian	<b>11</b> 0
Yes	Alaska Native / American Indian	
Yes	Asian / Pacific Islander	0
Yes	Asian / Pacific Islander Black	0 0 6
Yes	Asian / Pacific Islander Black White	0 0 6 4
	Asian / Pacific Islander Black	0 0 6 4
Yes	Asian / Pacific Islander Black White Hispanic / Latino	0 0 6 4 1 <b>415</b>
	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian	0 0 6 4 1 <b>415</b>
	Asian / Pacific Islander Black White Hispanic / Latino	0 0 6 4 1 <b>415</b> 1 31
	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian	0 0 6 4 1 <b>415</b>
	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander	0 0 6 4 1 <b>415</b> 1 31
	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black	0 0 6 4 1 <b>415</b> 1 31 41
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino	0 0 6 4 1 <b>415</b> 1 31 41 220
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search?	0 0 6 4 1 415 1 31 41 220 122
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent	0 0 6 4 1 415 1 31 41 220 122
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent Alaska Native / American Indian	0 0 6 4 1 415 1 31 41 220 122
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent Alaska Native / American Indian Asian / Pacific Islander	0 0 6 4 1 <b>415</b> 1 31 41 220 122
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent Alaska Native / American Indian	0 0 6 4 1 415 1 31 41 220 122

	Hispanic / Latino	0				
Con	traband	0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				
Prok	pable	10				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	6				
	White	3				
	Hispanic / Latino	1				
Inve	ntory	0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				
Incid	dent to arrest	0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				
Was Co	ontraband discovered?					
Yes		9	Did th	e finding r	esult in	arrest?
			(total s	should equa	al previo	us column)
	Alaska Native / American Indian	0	Yes	0	No	0
	Asian / Pacific Islander	0	Yes	0	No	0
	Black	5	Yes	0	No	5
	White	3	Yes	0	No	3
	Hispanic / Latino	1	Yes	0	No	1
No		2				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	1				
	White	1				
	Hispanic / Latino	0				

#### **Description of contraband** 4 **Drugs** Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 3 1 White 0 Hispanic / Latino 0 Weapons Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 0 White 0 Hispanic / Latino 0 Currency Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 0 Hispanic / Latino Alcohol 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 0 Black White 0 Hispanic / Latino 0 **Stolen property** 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 0 Black White 0 **Hispanic / Latino** 0 5 Other Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 2 2 White 1 Hispanic / Latino Result of the stop 260 Verbal warning

	Alaska Native / American Indian	0
	Asian / Pacific Islander	23
	Black	26
	White	135
	Hispanic / Latino	76
Writt	ten warning	50
	Alaska Native / American Indian	0
	Asian / Pacific Islander	1
	Black	9
	White	31
	Hispanic / Latino	9
Citat	ion	116
	Alaska Native / American Indian	1
	Asian / Pacific Islander	7
	Black	12
	White	58
	Hispanic / Latino	38
Writt	ten warning and arrest	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Citat	ion and arrest	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Arres	st	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Arrest h	pased on	
	tion of Penal Code	0
- 10.0	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
		-

	Black	0
	White	0
	Hispanic / Latino	0
Viola	tion of Traffic Law	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Viola	tion of City Ordinance	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Outs	tanding Warrant	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Was ph	ysical force resulting in bodily injury	used during stop?
Yes		0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
	Resulting in Bodily Injury To:	
	Suspect	0
	Officer	0
	Both	0
No		426
	Alaska Native / American Indian	1
	Asian / Pacific Islander	31
	Black	47

White

Hispanic / Latino

224

123

### Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0
<b>Comparative Analysis</b>	
Use TCOLE's auto generated analysis	X
Use Department's submitted analysis	
Optional Narrative	

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

## Racial Profiling Analysis Report

### **WILLIAMSON CO. CONST. PCT. 1**

01. Total Traffic Stops:	426	
02. Location of Stop:		
a. City Street	296	69.48%
b. US Highway	64	15.02%
c. County Road	49	11.50%
d. State Highway	17	3.99%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	426	100.00%
b. YES	0	0.00%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	1	0.23%
b. Asian/ Pacific Islander	31	7.28%
c. Black	47	11.03%
d. White	224	52.58%
e. Hispanic/ Latino	123	28.87%
05. Gender:		
a. Female	161	37.79%
i. Alaska/ Native American/ Indian	1	0.23%
ii. Asian/ Pacific Islander	10	2.35%
iii. Black	19	4.46%
iv. White	93	21.83%
v. Hispanic/ Latino	38	8.92%
b. Male	265	62.21%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	21	4.93%
iii. Black	28	6.57%
iv. White	131	30.75%
v. Hispanic/ Latino	85	19.95%
Of Descen for Stone		
06. Reason for Stop:	2	0.700/
a. Violation of Law	3	0.70%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

1/3/2024 1 of 7

# Racial Profiling Analysis Report

iii. Black	0	0.00%
iv. White	1	33.33%
v. Hispanic/ Latino	2	66.67%
b. Pre-Existing Knowledge	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Moving Traffic Violation	280	65.73%
i. Alaska/ Native American/ Indian	1	0.36%
ii. Asian/ Pacific Islander	24	8.57%
iii. Black	26	9.29%
iv. White	154	55.00%
v. Hispanic/ Latino	75	26.79%
d. Vehicle Traffic Violation	143	33.57%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	7	4.90%
iii. Black	21	14.69%
iv. White	69	48.25%
v. Hispanic/ Latino	46	32.17%
v. hispanic/ Launo	40	32.17%
07. Was a Search Conducted:		
a. NO	415	97.42%
i. Alaska/ Native American/ Indian	1	0.24%
ii. Asian/ Pacific Islander	31	7.47%
iii. Black	41	9.88%
iv. White	220	53.01%
v. Hispanic/ Latino	122	29.40%
b. YES	11	2.58%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	6	54.55%
iv. White	4	36.36%
v. Hispanic/ Latino	1	9.09%
08. Reason for Search:		
a. Consent	1	0.23%

1/3/2024

# Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%	
ii. Asian/ Pacific Islander	0	0.00%	
iii. Black	0	0.00%	
iv. White	1	100.00%	
v. Hispanic/ Latino	0	0.00%	
b. Contraband in Plain View	0	0.00%	
i. Alaska/ Native American/ Indian	0		
ii. Asian/ Pacific Islander	0		
iii. Black	0		
iv. White	0		
v. Hispanic/ Latino	0		
c. Probable Cause	10	2.35%	
ii. Alaska/ Native American/ Indian	0	0.00%	
i. Asian/ Pacific Islander	0	0.00%	
iii. Black	6	60.00%	
iv. White	3	30.00%	
v. Hispanic/ Latino	1	10.00%	
d. Inventory	0	0.00%	
i. Alaska/ Native American/ Indian	0		
ii. Asian/ Pacific Islander	0		
iii. Black	0		
iv. White	0		
v. Hispanic/ Latino	0		
e. Incident to Arrest	0	0.00%	
i. Alaska/ Native American/ Indian	0		
ii. Asian/ Pacific Islander	0		
iii. Black	0		
iv. White	0		
v. Hispanic/ Latino	0		
09. Was Contraband Discovered:			
YES	9	2.11%	
i. Alaska/ Native American/ Indian	0	0.00%	
Finding resulted in arrest - YES	0		
Finding resulted in arrest - NO	0		
ii. Asian/ Pacific Islander	0	0.00%	
Finding resulted in arrest - YES	0		
Finding resulted in arrest - NO	0		

1/3/2024 3 of 7

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	5	
iv. White	3	33.33%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	3	
v. Hispanic/ Latino	1	11.11%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
b. NO	2	0.47%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	1	50.00%
v. Hispanic/ Latino	0	0.00%
10. Description of Contraband:		
a. Drugs	4	0.94%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	75.00%
iv. White	1	25.00%
v. Hispanic/ Latino	0	0.00%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
	-	

1/3/2024 4 of 7

i. Alaska/ Native American/ Indian       0       0.00%         i. Asian/ Pacific Islander       0       0.00%         iii. Black       2       40.00%         iv. White       2       40.00%         v. Hispanic/ Latino       1       20.00%	v. Hispanic/ Latino	0	
ii. Asian/ Pacific Islander         0           iii. Black         0           iv. White         0           v. Hispanic/ Latino         0           f. Other         5         1.17%           i. Alaska/ Native American/ Indian         0         0.00%           i. Asian/ Pacific Islander         0         0.00%           iii. Black         2         40.00%           iv. White         2         40.00%           v. Hispanic/ Latino         1         20.00%           11. Result of Stop:         1         20.00%           12. Alaska/ Native American/ Indian         0         0.00%           ii. Alasha/ Pacific Islander         26         61.03%           iii. Black         26         10.00%           iv. White         23         8.5%           v. Hispanic/ Latino         76         29.23%           v. Hispanic/ Latino         76         29.23%           v. White Alaska/ Native American/ Indian         0         0.00%           iii. Asian/ Pacific Islander         1         2.00%           iii. Alaska/ Native American/ Indian         1         2.00%           v. Hispanic/ Latino         2         2.3%           c. Citation<	e. Stolen Property	0	0.00%
iii. Black         0           iv. White         0           v. Hispanic/ Latino         5           f. Other         5         1.17%           i. Alaska/ Native American/ Indian         0         0.00%           ii. Asian/ Pacific Islander         0         0.00%           iii. Black         2         40.00%           iv. White         2         40.00%           v. Hispanic/ Latino         1         20.00%           11. Result of Stop:         3         2.00%           a. Verbal Warning         260         61.03%           i. Alaska/ Native American/ Indian         0         0.00%           ii. Alaska/ Pacific Islander         23         8.85%           iii. Black         26         10.00%           iv. White         135         51.92%           v. Hispanic/ Latino         76         29.23%           b. Written Warning         50         11.74%           i. Alaska/ Native American/ Indian         0         0.00%           ii. Black         9         18.00%           v. Hispanic/ Latino         9         18.00%           v. Hispanic/ Latino         10         2.00%           v. Hispanic/ Latino         <	i. Alaska/ Native American/ Indian	0	
iv. White         0           v. Hispanic/ Latino         0           f. Other         5         1.17%           i. Alaska/ Native American/ Indian         0         0.00%           ii. Black         2         40.00%           iv. White         2         40.00%           v. Hispanic/ Latino         1         20.00%           ***********************************	ii. Asian/ Pacific Islander	0	
v. Hispanic/ Latino         0           f. Other         5         1.17%           i. Alaska/ Native American/ Indian         0         0.00%           ii. Black         2         40.00%           iv. White         2         40.00%           v. Hispanic/ Latino         1         20.00%           11. Result of Stop:           2. Verbal Warning         260         61.03%           i. Alaska/ Native American/ Indian         0         0.00%           ii. Asian/ Pacific Islander         23         8.85%           iii. Black         26         10.00%           v. Hispanic/ Latino         76         29.23%           v. White         3         51.92%           v. Written Warning         50         11.74%           ii. Alaska/ Native American/ Indian         0         0.00%           iii. Asian/ Pacific Islander         1         2.00%           iv. White         31         2.00%           v. Hispanic/ Latino         9         18.00%           iv. White         1         2.00%           v. Hispanic/ Latino         1         0.85%           ii. Asian/ Pacific Islander         7         6.03%	iii. Black	0	
f. Other       5       1.17%         i. Alaska/ Native American/ Indian       0       0.00%         ii. Black       2       40.00%         iv. White       2       40.00%         iv. White       2       40.00%         v. Hispanic/ Latino       1       20.00%         11. Result of Stop:         a. Verbal Warning       260       61.03%         i. Alaska/ Native American/ Indian       0       0.00%         ii. Asian/ Pacific Islander       23       8.85%         iii. Black       26       10.00%         iv. White       135       51.92%         v. Hispanic/ Latino       76       29.23%         b. Written Warning       50       11.74%         ii. Asian/ Pacific Islander       1       2.00%         iii. Black       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         c. Citation       116       27.23%         ii. Alaska/ Native American/ Indian       1       2.06%         iii. Black       12       10.34%         iv. White       38       32.76%         iii. Black       12	iv. White	0	
i. Alaska/ Native American/ Indian       0       0.00%         ii. Asian/ Pacific Islander       0       0.00%         iii. Black       2       40.00%         iv. White       2       40.00%         v. Hispanic/ Latino       1       20.00%         11. Result of Stop:	v. Hispanic/ Latino	0	
i. Asian/ Pacific Islander       0       0.00%         iii. Black       2       40.00%         iv. White       2       40.00%         v. Hispanic/ Latino       1       20.00%         11. Result of Stop:       1       20.00%         12. Alaska/ Native American/ Indian       0       0.00%         ii. Alaska/ Native American/ Indian       0       0.00%         iii. Black       26       10.00%         iv. White       135       51.92%         v. Hispanic/ Latino       76       2.23%         b. Written Warning       50       11.74%         i. Alaska/ Native American/ Indian       0       0.00%         ii. Black       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         v. Hispanic/ Latino       9       18.00%         v. Hispanic/ Latino       16       27.23%         ii. Alaska/ Native American/ Indian       16       27.23%         iii. Black       12       10.34%         v. Hispanic/ Latino       18       2.00%         v. White       58       50.00%         v. White       58       50.00%	f. Other	5	1.17%
iii. Black       2       40.00%         iv. White       2       40.00%         v. Hispanic/ Latino       1       20.00%         II. Result of Stop:         II. Result of Stop:         III. Result of Stop:         III. Result of Stop:         III. Result of Stop:         III. Result of Stop:         II. Alaska/ Native American/ Indian       0       0.00%         ii. Alaska/ Native American/ Indian       0       0.00%         iii. Black       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         c. Citation       116       27.23%         i. Alaska/ Native American/ Indian       1       0.86%         ii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         ii. Alaska/ Native American/ Indian       0       0.00%         iii. Black       <	i. Alaska/ Native American/ Indian	0	0.00%
iv. White       2       40.00%         v. Hispanic/ Latino       1       20.00%         11. Result of Stop:         a. Verbal Warning       260       61.03%         i. Alaska/ Native American/ Indian       0       0.00%         iii. Asian/ Pacific Islander       23       8.85%         iii. Black       26       10.00%         v. White       135       51.92%         v. Hispanic/ Latino       76       29.23%         b. Written Warning       50       11.74%         ii. Alaska/ Native American/ Indian       0       0.00%         iii. Black       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         c. Citation       116       27.23%         i. Alaska/ Native American/ Indian       1       0.86%         ii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         ii. Alaska/ Native American/ Indian       0       0.00%         v. Hispanic/ Latino       0       0.00%     <	i. Asian/ Pacific Islander	0	0.00%
v. Hispanic/ Latino         1         20.00%           11. Result of Stop:           a. Verbal Warning         260         61.03%           i. Alaska/ Native American/ Indian         0         0.00%           iii. Alaska/ Pacific Islander         23         8.85%           iii. Black         26         10.00%           iv. White         135         51.92%           v. Hispanic/ Latino         76         29.23%           b. Written Warning         50         11.74%           i. Alaska/ Native American/ Indian         0         0.00%           iii. Black         9         18.00%           iv. White         31         62.00%           v. Hispanic/ Latino         9         18.00%           c. Citation         116         27.23%           i. Alaska/ Native American/ Indian         1         0.86%           ii. Black         12         10.34%           iv. White         38         32.76%           d. Written Warning and Arrest         0         0.00%           i. Alaska/ Native American/ Indian         0         0.00%           v. Hispanic/ Latino         38         32.76%           d. Written Warning and Arrest         0	iii. Black	2	40.00%
11. Result of Stop:   a. Verbal Warning	iv. White	2	40.00%
a. Verbal Warning       260       61.03%         i. Alaska/ Native American/ Indian       0       0.00%         ii. Asian/ Pacific Islander       23       8.85%         iii. Black       26       10.00%         iv. White       135       51.92%         v. Hispanic/ Latino       76       29.23%         b. Written Warning       50       11.74%         i. Alaska/ Native American/ Indian       0       0.00%         iii. Black       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         v. Hispanic/ Latino       9       18.00%         c. Citation       11       27.23%         i. Alaska/ Native American/ Indian       1       0.86%         iii. Asian/ Pacific Islander       7       6.03%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         ii. Asian/ Pacific Islander       0       0.00%         iii. Asian/ Pacific Island	v. Hispanic/ Latino	1	20.00%
i. Alaska/ Native American/ Indian       0       0.00%         ii. Asian/ Pacific Islander       23       8.85%         iii. Black       26       10.00%         iv. White       135       51.92%         v. Hispanic/ Latino       76       29.23%         b. Written Warning       50       11.74%         i. Alaska/ Native American/ Indian       0       0.00%         iii. Black       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         v. Hispanic/ Latino       116       27.23%         ii. Alaska/ Native American/ Indian       1       0.86%         iii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0       0.00%         ii. Asian/ Pacific Islander       0       0.00%         iii. Black       0       0.00%         iii. Black       0       0.00%	11. Result of Stop:		
iii. Asian/ Pacific Islander       23       8.85%         iii. Black       26       10.00%         iv. White       135       51.92%         v. Hispanic/ Latino       76       29.23%         b. Written Warning       50       11.74%         i. Alaska/ Native American/ Indian       0       0.00%         iii. Black       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         c. Citation       116       27.23%         i. Alaska/ Native American/ Indian       1       0.86%         ii. Asian/ Pacific Islander       7       6.03%         iii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0       0.00%         ii. Asian/ Pacific Islander       0       0.00%         iii. Black       0       0.00%         iii. Black       0       0.00%	a. Verbal Warning	260	61.03%
iii. Black       26       10.00%         iv. White       135       51.92%         v. Hispanic/ Latino       76       29.23%         b. Written Warning       50       11.74%         i. Alaska/ Native American/ Indian       0       0.00%         iii. Black       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         v. Citation       116       27.23%         i. Alaska/ Native American/ Indian       1       0.86%         ii. Asian/ Pacific Islander       7       6.03%         iii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0       0.00%         ii. Asian/ Pacific Islander       0       0.00%         iii. Black       0       0.00%         iii. Black       0       0.00%	i. Alaska/ Native American/ Indian	0	0.00%
iv. White       135       51,92%         v. Hispanic/ Latino       76       29,23%         b. Written Warning       50       11,74%         i. Alaska/ Native American/ Indian       0       0,00%         ii. Asian/ Pacific Islander       1       2,00%         iii. Black       9       18,00%         v. White       31       62,00%         v. Hispanic/ Latino       9       18,00%         c. Citation       116       27,23%         i. Alaska/ Native American/ Indian       1       0,86%         iii. Black       12       10,34%         iv. White       58       50,00%         v. Hispanic/ Latino       38       32,76%         d. Written Warning and Arrest       0       0,00%         i. Alaska/ Native American/ Indian       0       0         ii. Asian/ Pacific Islander       0       0         iii. Black       0       0         iv. White       0       0	ii. Asian/ Pacific Islander	23	8.85%
v. Hispanic/ Latino         76         29.23%           b. Written Warning         50         11.74%           i. Alaska/ Native American/ Indian         0         0.00%           ii. Asian/ Pacific Islander         1         2.00%           iii. Black         9         18.00%           iv. White         31         62.00%           v. Hispanic/ Latino         9         18.00%           c. Citation         116         27.23%           i. Alaska/ Native American/ Indian         1         0.86%           ii. Asian/ Pacific Islander         7         6.03%           iii. Black         12         10.34%           iv. White         58         50.00%           v. Hispanic/ Latino         38         32.76%           d. Written Warning and Arrest         0         0.00%           i. Alaska/ Native American/ Indian         0            ii. Asian/ Pacific Islander         0            iii. Black         0 </td <td>iii. Black</td> <td>26</td> <td>10.00%</td>	iii. Black	26	10.00%
b. Written Warning       50       11.74%         i. Alaska/ Native American/ Indian       0       0.00%         ii. Asian/ Pacific Islander       1       2.00%         iii. Black       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         c. Citation       116       27.23%         i. Alaska/ Native American/ Indian       1       0.86%         ii. Asian/ Pacific Islander       7       6.03%         iii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0       0.00%         ii. Asian/ Pacific Islander       0       0.00%         iii. Black       0       0         iii. White       0       0	iv. White	135	51.92%
i. Alaska/ Native American/ Indian       0       0.00%         ii. Asian/ Pacific Islander       1       2.00%         iii. Black       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         c. Citation       116       27.23%         i. Alaska/ Native American/ Indian       1       0.86%         ii. Asian/ Pacific Islander       7       6.03%         iii. Black       12       10.34%         v. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0       0         ii. Asian/ Pacific Islander       0       0         iii. Black       0       0         iv. White       0       0	v. Hispanic/ Latino	76	29.23%
ii. Asian/ Pacific Islander       1       2.00%         iii. Black       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         c. Citation       116       27.23%         i. Alaska/ Native American/ Indian       1       0.86%         ii. Asian/ Pacific Islander       7       6.03%         iii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0       0         ii. Asian/ Pacific Islander       0       0         iii. Black       0       0         iv. White       0       0	b. Written Warning	50	11.74%
iii. Black       9       18.00%         iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         c. Citation       116       27.23%         i. Alaska/ Native American/ Indian       1       0.86%         ii. Asian/ Pacific Islander       7       6.03%         iii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0       0         ii. Asian/ Pacific Islander       0       0         iii. Black       0       0         iv. White       0       0	i. Alaska/ Native American/ Indian	0	0.00%
iv. White       31       62.00%         v. Hispanic/ Latino       9       18.00%         c. Citation       116       27.23%         i. Alaska/ Native American/ Indian       1       0.86%         ii. Asian/ Pacific Islander       7       6.03%         iii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0          ii. Asian/ Pacific Islander       0          iii. Black       0          iv. White       0	ii. Asian/ Pacific Islander	1	2.00%
v. Hispanic/ Latino       9       18.00%         c. Citation       116       27.23%         i. Alaska/ Native American/ Indian       1       0.86%         ii. Asian/ Pacific Islander       7       6.03%         iii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0       0         iii. Asian/ Pacific Islander       0       0         iii. Black       0       0         iv. White       0       0	iii. Black	9	18.00%
c. Citation       116       27.23%         i. Alaska/ Native American/ Indian       1       0.86%         ii. Asian/ Pacific Islander       7       6.03%         iii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0       0         ii. Asian/ Pacific Islander       0       0         iii. Black       0       0         iv. White       0       0	iv. White	31	62.00%
i. Alaska/ Native American/ Indian       1       0.86%         ii. Asian/ Pacific Islander       7       6.03%         iii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0       0         ii. Asian/ Pacific Islander       0       0         iii. Black       0       0         iv. White       0       0	v. Hispanic/ Latino	9	18.00%
ii. Asian/ Pacific Islander       7       6.03%         iii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0       0         ii. Asian/ Pacific Islander       0       0         iii. Black       0       0         iv. White       0       0	c. Citation	116	27.23%
iii. Black       12       10.34%         iv. White       58       50.00%         v. Hispanic/ Latino       38       32.76%         d. Written Warning and Arrest       0       0.00%         i. Alaska/ Native American/ Indian       0       0         ii. Asian/ Pacific Islander       0       0         iii. Black       0       0         iv. White       0       0	i. Alaska/ Native American/ Indian	1	0.86%
iv. White5850.00%v. Hispanic/ Latino3832.76%d. Written Warning and Arrest00.00%i. Alaska/ Native American/ Indian0ii. Asian/ Pacific Islander0iii. Black0iv. White0	ii. Asian/ Pacific Islander	7	6.03%
v. Hispanic/ Latino3832.76%d. Written Warning and Arrest00.00%i. Alaska/ Native American/ Indian0ii. Asian/ Pacific Islander0iii. Black0iv. White0	iii. Black	12	10.34%
d. Written Warning and Arrest  i. Alaska/ Native American/ Indian  ii. Asian/ Pacific Islander  iii. Black  iv. White  0 0.00%  0 0.00%  0 0.00%  0 0.00%	iv. White	58	50.00%
i. Alaska/ Native American/ Indian0ii. Asian/ Pacific Islander0iii. Black0iv. White0	v. Hispanic/ Latino	38	32.76%
i. Alaska/ Native American/ Indian0ii. Asian/ Pacific Islander0iii. Black0iv. White0	d. Written Warning and Arrest	0	0.00%
iii. Black iv. White  0 0	i. Alaska/ Native American/ Indian	0	
iv. White	ii. Asian/ Pacific Islander	0	
	iii. Black	0	
v. Hispanic/ Latino 0	iv. White	0	
	v. Hispanic/ Latino	0	

1/3/2024 5 of 7

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

1/3/2024 6 of 7

13. Was Physical Force Used:

a. NO	426	100.00%	
i. Alaska/ Native American/ Indian	1	0.23%	
ii. Asian/ Pacific Islander	31	7.28%	
iii. Black	47	11.03%	
iv. White	224	52.58%	
v. Hispanic/ Latino	123	28.87%	
b. YES	0	0.00%	
i. Alaska/ Native American/ Indian	0		
ii. Asian/ Pacific Islander	0		
iii. Black	0		
iv. White	0		
v. Hispanic/ Latino	0		
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0		
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0		
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0		
14. Total Number of Racial Profiling Complaints Received:	0		
DEPORT DATE COMPUED 04/02/2024			

REPORT DATE COMPILED 01/03/2024

1/3/2024 7 of 7

**Commissioners Court - Regular Session** 

**Meeting Date:** 01/23/2024

Constable

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

12.

**Department:** Constable Pct. #2

Agenda Category: Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on the 2023 Racial Profiling Report and Analysis submitted by the Precinct 2 Constables Office.

## **Background**

In accordance with the Texas Code of Criminal Procedure, Article 2.131 - 2.138, the Chief administrators of law enforcement agencies must submit annual racial profiling reports to their governing body, as well as TCOLE. The 2023 Racial Profiling Report and Analysis for the Precinct 2 Constables office is hereby submitted to the Williamson County Commissioners Court as required by statute.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

2023 Racial Profiling Analysis report

2023 Racial Profiling Report

Final Approval Date: 01/17/2024

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/17/2024 10:24 AM

Form Started By: James Thomas Started On: 01/16/2024 02:28 PM

# WILLIAMSON CO. CONST. PCT. 2

01. Total Traffic Stops:	40	
02. Location of Stop:		
a. City Street	32	80.00%
b. US Highway	0	0.00%
c. County Road	4	10.00%
d. State Highway	4	10.00%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	39	97.50%
b. YES	1	2.50%
b. 123		2.5076
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	2	5.00%
c. Black	5	12.50%
d. White	32	80.00%
e. Hispanic/ Latino	1	2.50%
05. Gender:		
a. Female	13	32.50%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.50%
iii. Black	2	5.00%
iv. White	10	25.00%
v. Hispanic/ Latino	0	0.00%
b. Male	27	67.50%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.50%
iii. Black	3	7.50%
iv. White	22	55.00%
v. Hispanic/ Latino	1	2.50%
06. Reason for Stop:		
a. Violation of Law	15	37.50%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

1/16/2024

1/16/2024

iii. Black	2	13.33%
iv. White	13	86.67%
v. Hispanic/ Latino	0	0.00%
b. Pre-Existing Knowledge	1	2.50%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
Vi Tilopaine, Latine		
c. Moving Traffic Violation	19	47.50%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	10.53%
iii. Black	3	15.79%
iv. White	13	68.42%
v. Hispanic/ Latino	1	5.26%
d. Vehicle Traffic Violation	5	12.50%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	5	100.00%
v. Hispanic/ Latino	0	0.00%
07. Was a Search Conducted:		
a. NO	40	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	5.00%
iii. Black	5	12.50%
iv. White	32	80.00%
v. Hispanic/ Latino	1	2.50%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
08. Reason for Search:		
a. Consent	0	0.00%

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	0	0.00%
ii. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
10. Description of Contraband:		
a. Drugs	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	11	27.50%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	18.18%
iv. White	9	81.82%
v. Hispanic/ Latino	0	0.00%
b. Written Warning	19	47.50%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	10.53%
iii. Black	0	0.00%
iv. White	16	84.21%
v. Hispanic/ Latino	1	5.26%
c. Citation	10	25.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	30.00%
iv. White	7	70.00%
v. Hispanic/ Latino	0	0.00%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

1/16/2024

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

13. Was Physical Force Used:		
a. NO	40	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	5.00%
iii. Black	5	12.50%
iv. White	32	80.00%
v. Hispanic/ Latino	1	2.50%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 01/16/2024

# Racial Profiling Report | Full

Agency Name: WILLIAMSON CO. CONST. PCT. 2

Reporting Date: 01/16/2024 TCOLE Agency Number: 491102

Chief Administrator: JEFFREY D. ANDERSON

Agency Contact Information:

Phone: (512) 260-4270

Email: jeff.anderson@wilco.org

Mailing Address:

350 DISCOVERY BLVD SUITE 205 CEDAR PARK, TX 78613

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 2 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the <u>WILLIAMSON CO. CONST. PCT. 2</u> from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the <u>WILLIAMSON CO. CONST.</u> <u>PCT. 2</u> if the individual believes that a peace officer employed by the <u>WILLIAMSON CO. CONST. PCT. 2</u> has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the <u>WILLIAMSON</u> <u>CO. CONST. PCT. 2</u> who, after an investigation, is shown to have engaged in racial profiling in violation of the <u>WILLIAMSON CO. CONST. PCT. 2</u> policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WILLIAMSON CO. CONST. PCT. 2 has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: James Thomas Chief Deputy

Date: 01/16/2024

# Total stops: 40

Street a	ddress or approximate location of the	e stop
City s	street	32
US hi	ghway	0
Coun	ty road	4
State	highway	4
Priva	te property or other	0
Was rac	e or ethnicity known prior to stop?	
Yes		1
No		39
Race / E	thnicity	
Alask	a Native / American Indian	0
Asiar	ı / Pacific Islander	2
Black		5
White	•	32
Hispa	nic / Latino	1
Gender		
Fema	le	13
	Alaska Native / American Indian	0
	Asian / Pacific Islander	1
	Black	2
	White	10
	Hispanic / Latino	0
Male		27
	Alaska Native / American Indian	0
	Asian / Pacific Islander	1
	Black	3
	White	22
	Hispanic / Latino	1
Reason	for stop?	
	tion of law	15
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	2
	White	13

	Hispanic / Latino	0
Pree	xisting knowledge	1
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	1
	Hispanic / Latino	0
Movi	ng traffic violation	19
	Alaska Native / American Indian	0
	Asian / Pacific Islander	2
	Black	3
	White	13
	Hispanic / Latino	1
Vehi	cle traffic violation	5
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	5
	Hispanic / Latino	0
Was a s	search conducted?	
Yes		0
Yes	Alaska Native / American Indian	<b>0</b>
Yes	Alaska Native / American Indian Asian / Pacific Islander	
Yes	Asian / Pacific Islander	0
Yes		0
Yes	Asian / Pacific Islander Black White	0 0
Yes	Asian / Pacific Islander Black	0 0 0
	Asian / Pacific Islander Black White	0 0 0 0 0
	Asian / Pacific Islander Black White Hispanic / Latino	0 0 0 0 0 0 <b>40</b>
	Asian / Pacific Islander Black White Hispanic / Latino Alaska Native / American Indian	0 0 0 0 0 <b>40</b>
	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander	0 0 0 0 0 <b>40</b> 0 2
	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black	0 0 0 0 0 <b>40</b> 0 2
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino	0 0 0 0 0 <b>40</b> 0 2 5
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search?	0 0 0 0 0 <b>40</b> 0 2 5 32
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search?	0 0 0 0 0 40 0 2 5 32 1
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent Alaska Native / American Indian	0 0 0 0 0 40 0 2 5 32 1
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent Alaska Native / American Indian Asian / Pacific Islander	0 0 0 0 0 <b>40</b> 0 2 5 32 1
No	Asian / Pacific Islander Black White Hispanic / Latino  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  for Search? sent Alaska Native / American Indian	0 0 0 0 0 40 0 2 5 32 1

	Hispanic / Latino	0				
Con	traband	0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				
Prok	pable	0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				
Inve	ntory	0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				
Incid	dent to arrest	0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				
Was Co	ontraband discovered?					
Yes		0	Did the	e finding re	sult in a	arrest?
			(total s	hould equal	previou	us column)
	Alaska Native / American Indian	0	Yes	0	No	0
	Asian / Pacific Islander	0	Yes	0	No	0
	Black	0	Yes	0	No	0
	White	0	Yes	0	No	0
	Hispanic / Latino	0	Yes	0	No	0
No		0				
	Alaska Native / American Indian	0				
	Asian / Pacific Islander	0				
	Black	0				
	White	0				
	Hispanic / Latino	0				

#### Description of contraband Drugs 0 Alaska Native / American Indian 0 0 Asian / Pacific Islander 0 Black White 0 0 Hispanic / Latino 0 Weapons Alaska Native / American Indian 0 Asian / Pacific Islander 0 0 Black 0 White Hispanic / Latino 0 0 Currency 0 Alaska Native / American Indian Asian / Pacific Islander 0 0 Black White 0 0 Hispanic / Latino Alcohol 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 0 Black White 0 0 Hispanic / Latino Stolen property 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 0 Black 0 White Hispanic / Latino 0 Other 0 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino Result of the stop 11 Verbal warning

	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	2
	White	9
	Hispanic / Latino	0
Writ	ten warning	19
	Alaska Native / American Indian	0
	Asian / Pacific Islander	2
	Black	0
	White	16
	Hispanic / Latino	1
Citat	,	10
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	3
	White	7
	Hispanic / Latino	0
Writ	ten warning and arrest	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Citat	ion and arrest	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Arres	2	0
71110	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
	mapanic / Latino	O
Arrest	pased on	
	ition of Penal Code	0
. 1010	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
		_

White Hispanic / Latino  Violation of Traffic Law Alaska Native / American Indian O Asian / Pacific Islander O Hispanic / Latino  Violation of City Ordinance Alaska Native / American Indian O Asian / Pacific Islander O Black White O Hispanic / Latino O Outstanding Warrant Alaska Native / American Indian O Asian / Pacific Islander O Hispanic / Latino O Outstanding Warrant Alaska Native / American Indian O Asian / Pacific Islander O Black White Hispanic / Latino O O Was physical force resulting in bodily injury used during stop? Yes Alaska Native / American Indian Asian / Pacific Islander O Hispanic / Latino O  Was physical force resulting in bodily injury used during stop? Yes O Alaska Native / American Indian Asian / Pacific Islander O Black White O Hispanic / Latino O Resulting in Bodily Injury To: Suspect Officer O O O O O O O O O O O O O O O O O O O		Black	0
Violation of Traffic Law  Alaska Native / American Indian  Asian / Pacific Islander  Black  White  Hispanic / Latino  O  Alaska Native / American Indian  Asian / Pacific Islander  Black  White  Alaska Native / American Indian  Asian / Pacific Islander  Black  White  Hispanic / Latino  O  Outstanding Warrant  Alaska Native / American Indian  Asian / Pacific Islander  Black  White  Hispanic / Latino  O  Outstanding Warrant  Alaska Native / American Indian  Asian / Pacific Islander  Black  White  Hispanic / Latino  O  Was physical force resulting in bodily injury used during stop?  Yes  O  Alaska Native / American Indian  Asian / Pacific Islander  O  Black  White  Hispanic / Latino  O  Resulting in Bodily Injury To:  Suspect  Officer		White	0
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Violation of City Ordinance 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Outstanding Warrant 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Outstanding Warrant 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0  Was physical force resulting in bodily injury used during stop? Yes 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0		Hispanic / Latino	0
Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Violation of City Ordinance 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Outstanding Warrant 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0  Outstanding Warrant 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0  Was physical force resulting in bodily injury used during stop? Yes 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0	Viola	tion of Traffic Law	0
Black White O Hispanic / Latino O Violation of City Ordinance Alaska Native / American Indian Asian / Pacific Islander O Hispanic / Latino O Outstanding Warrant Alaska Native / American Indian Asian / Pacific Islander O Outstanding Warrant O Alaska Native / American Indian Asian / Pacific Islander O Black White O Hispanic / Latino O  Was physical force resulting in bodily injury used during stop? Yes O Alaska Native / American Indian Asian / Pacific Islander O Black White O Hispanic / Latino O  Resulting in Bodily Injury To: Suspect O Officer		Alaska Native / American Indian	0
White		Asian / Pacific Islander	0
Hispanic / Latino 0 Violation of City Ordinance 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Outstanding Warrant 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0  Outstanding Warrant 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0  Was physical force resulting in bodily injury used during stop? Yes 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0		Black	0
Violation of City Ordinance Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino Outstanding Warrant Alaska Native / American Indian Asian / Pacific Islander Black White Outstanding Warrant Outstanding Warrant Alaska Native / American Indian Asian / Pacific Islander Outstanding Warrant Outstanding Varrant Outstanding Varrant Outstanding Outstanding Outstanding Outstanding Indian Outstanding Varrant Outstanding Varrant Outstanding Varrant Outstanding Varrant Outstanding Varrant Outstanding Varrant Outstanding Outstanding Outstanding Indian Outstanding Varrant Outstan		White	0
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Outstanding Warrant 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0  Was physical force resulting in bodily injury used during stop? Yes 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury Used during stop? Yes 0  Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0		Hispanic / Latino	0
Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Outstanding Warrant 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0  Was physical force resulting in bodily injury used during stop? Yes 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0	Viola	tion of City Ordinance	0
Black White O Hispanic / Latino Outstanding Warrant Alaska Native / American Indian Asian / Pacific Islander O Black White O Hispanic / Latino  Was physical force resulting in bodily injury used during stop? Yes O Alaska Native / American Indian Asian / Pacific Islander O Black O White O Hispanic / Latino O Resulting in Bodily Injury To: Suspect Officer O		Alaska Native / American Indian	0
White Hispanic / Latino Outstanding Warrant Alaska Native / American Indian Asian / Pacific Islander O White O Hispanic / Latino  Was physical force resulting in bodily injury used during stop? Yes O Alaska Native / American Indian Asian / Pacific Islander O Black O White O Hispanic / Latino O Resulting in Bodily Injury To: Suspect Officer		Asian / Pacific Islander	0
Hispanic / Latino 0 Outstanding Warrant 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0  Was physical force resulting in bodily injury used during stop? Yes 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0		Black	0
Outstanding Warrant Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  Was physical force resulting in bodily injury used during stop? Yes  Alaska Native / American Indian Asian / Pacific Islander Black White Hispanic / Latino  Resulting in Bodily Injury To: Suspect Officer  O  O  O  O  O  O  O  O  O  O  O  O  O		White	0
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0  Was physical force resulting in bodily injury used during stop? Yes 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0		Hispanic / Latino	0
Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0  Was physical force resulting in bodily injury used during stop? Yes 0 Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0	Outs	tanding Warrant	0
Black White D Hispanic / Latino  Was physical force resulting in bodily injury used during stop? Yes O Alaska Native / American Indian Asian / Pacific Islander Black White D Hispanic / Latino Resulting in Bodily Injury To: Suspect Officer O		Alaska Native / American Indian	0
White Hispanic / Latino 0  Was physical force resulting in bodily injury used during stop? Yes 0  Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0		Asian / Pacific Islander	0
Hispanic / Latino 0  Was physical force resulting in bodily injury used during stop? Yes 0  Alaska Native / American Indian 0 Asian / Pacific Islander 0  Black 0  White 0  Hispanic / Latino 0  Resulting in Bodily Injury To: Suspect 0  Officer 0		Black	0
Was physical force resulting in bodily injury used during stop? Yes  Alaska Native / American Indian  Asian / Pacific Islander  Black  White  Uhispanic / Latino  Resulting in Bodily Injury To:  Suspect  Officer  O  O  Officer		White	0
Yes  Alaska Native / American Indian  Asian / Pacific Islander  Black  White  Hispanic / Latino  Resulting in Bodily Injury To:  Suspect  Officer  O		Hispanic / Latino	0
Alaska Native / American Indian 0 Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0	Was ph	ysical force resulting in bodily injury	used during stop?
Asian / Pacific Islander 0 Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0	Yes		0
Black 0 White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0		Alaska Native / American Indian	0
White 0 Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0		Asian / Pacific Islander	0
Hispanic / Latino 0 Resulting in Bodily Injury To: Suspect 0 Officer 0		Black	0
Resulting in Bodily Injury To:  Suspect 0  Officer 0		White	0
Suspect 0 Officer 0		Hispanic / Latino	0
Officer 0		Resulting in Bodily Injury To:	
		Suspect	0
D 41		Officer	0
Both		Both	0
No 40	No		40
Alaska Native / American Indian 0		Alaska Native / American Indian	0
Asian / Pacific Islander 2		Asian / Pacific Islander	2
		Black	5
		White	32
Black 5			

# Number of complaints of racial profiling

Total 0
Resulted in disciplinary action 0
Did not result in disciplinary action 0

# **Comparative Analysis**

Use TCOLE's auto generated analysis 

✓
Use Department's submitted analysis 

☐

# **Optional Narrative**

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

**Meeting Date:** 01/23/2024

2023 Racial Profiling Report for County Sheriff

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

**Department:** Sheriff **Agenda Category:** Consent

#### Information

13.

#### Agenda Item

Discuss, consider and take appropriate action regarding the 2023 Racial Profiling Report for the Williamson County Sheriff's Office.

## **Background**

The Texas Code of Criminal Procedure requires that no later than March 1st of each year every law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and to the governing body served by the agency. A report required under Subsection (b) must be submitted by the Chief Administrator and must include a comparative analysis of the information compiled under Article 2.132.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

2023 Racial Profiling Report

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/17/2024 10:35 AM

Form Started By: Starla Hall Started On: 01/12/2024 08:08 AM

Final Approval Date: 01/17/2024

# WILLIAMSON COUNTY SHERIFF'S OFFICE



# RACIAL PROFILING PROFILING PROFILING Consulting®

"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)

January 10, 2024

Williamson County Commissioners Court 710 Main Street Georgetown, TX 78626

Dear Distinguished Members of the Commissioners Court,

In 2001 the Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. During the last calendar year, the Williamson County Sheriff's Office, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Williamson County Sheriff's Office and are included in this report.



In this report, you will find three sections with information on motor vehicle-related contacts. In addition, when appropriate, documentation is included which demonstrates the manner in which the Williamson County Sheriff's Office has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Williamson County Sheriff's Office relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Finally, section three contains statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/23 and 12/31/23. Further, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

In the last section of the report, you will find the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement), is included. The findings in this report support the Williamson County Sheriff's Office's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

# **Table of Contents**

# Introduction

- Letter to Commissioners Court
- Table of Contents

# **Responding to the Law**

- 4 Public Education on Filing Compliments and Complaints
- Racial Profiling Course Number 3256
- Reports on Compliments and Racial Profiling Complaints
- Tier 2 Data (Includes tables)

# **Analysis and Interpretation of Data**

- Tier 2 Motor Vehicle-Related Contact Analysis
- Comparative Analysis
- Summary of Findings
- Checklist

# **Legislative and Administrative Addendum**

- TCOLE Guidelines
- The Texas Law on Racial Profiling
- 41 Modifications to the Original Law
- Racial and Ethnic Designations
- The Sandra Bland Act
- Williamson County Sheriff's Office Racial Profiling Policy



# Public Education on Responding to Compliments and Complaints

# Informing the Public on the Process of Filing a Compliment or Complaint with the Williamson County Sheriff's Office

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Williamson County Sheriff's Office launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The Sheriff's Office made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Williamson County Sheriff's Office. In addition, each time a deputy issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Williamson County Sheriff's Deputies have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn deputies of the Williamson County Sheriff's Office have completed the TCOLE basic training on racial profiling. The main outline used to train the Deputy Sheriffs of Williamson County has been included in this report.

It is important to recognize that the Sheriff of the Williamson County Sheriff's Office has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Williamson County Sheriff's Office fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

# **Racial Profiling Course 3256**

# **Texas Commission on Law Enforcement**

September 2001

# Racial Profiling 3256

#### Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

#### **Abstract**

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

**Target Population:** Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

**Length of Course:** A suggested instructional time of 4 hours

**Material Requirements:** Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

**Instructor Qualifications:** Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

#### **Evaluation Process and Procedures**

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

#### **Reference Materials**

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at http://www.tcleose.state.tx.us.

## **Racial Profiling 3256**

#### 1.0 RACIAL PROFILING AND THE LAW

- 1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.
- 1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

## **Racial Profiling Requirements:**

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

# A. Written departmental policies

- 1. Definition of what constitutes racial profiling
- 2. Prohibition of racial profiling
- 3. Complaint process
- 4. Public education
- 5. Corrective action
- 6. Collection of traffic-stop statistics
- 7. Annual reports
- B. Not prima facie evidence
- C. Feasibility of use of video equipment
- D. Data does not identify officer
- E. Copy of complaint-related video evidence to officer in question

#### F. Vehicle stop report

- 1. Physical description of detainees: gender, race or ethnicity
- 2. Alleged violation
- 3. Consent to search
- 4. Contraband
- 5. Facts supporting probable cause
- 6. Arrest
- 7. Warning or citation issued
- G. Compilation and analysis of data
- H.Exemption from reporting audio/video equipment
- I. Officer non-liability
- J. Funding
- K. Required training in racial profiling
- 1. Police chiefs
- 2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) see legislation 77R-SB1074



# 1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

# A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

- 1. Motor vehicle search exemption
- 2. Traffic violation acceptable as pretext for further investigation
- 3. Selective enforcement can be challenged

## B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

- 1. Stop & Frisk doctrine
- 2. Stopping and briefly detaining a person
- 3. Frisk and pat down

#### C. Other cases

- 1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
- 2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
- 3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
- 4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
- 5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
- 6. New York v. Belton, 453 U.S. 454 (1981)



#### 2.0 RACIAL PROFILING AND THE COMMUNITY

- 2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.
- 2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.
- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds it is a waste of law enforcement resources.

#### 3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

# 3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

- 1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
- 2. The driver and passengers are questioned about things that do not relate to the traffic violation
- 3. The driver and passengers are ordered out of the vehicle
- 4. The officers visually check all observable parts of the vehicle
- 5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
- 6. The driver is asked to consent to a vehicle search if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)





# 3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

- A. Drug courier profile (adapted from a profile developed by the DEA)
- 1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
- 2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
- 3. Vehicle is rented
- 4. Driver is a young male, 20-35
- 5. No visible luggage, even though driver is traveling
- 6. Driver was over-reckless or over-cautious in driving and responding to signals
- 7. Use of air fresheners
- B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

# 3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

- A. Thinking about the totality of circumstances in a vehicle stop
- B. Vehicle exterior
- 1. Non-standard repainting (esp. on a new vehicle)
- 2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
- 3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
- 4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)
- C. Pre-stop indicators
- 1. Not consistent with traffic flow
- 2. Driver is overly cautious, or driver/passengers repeatedly look at police car
- 3. Driver begins using a car- or cell-phone when signaled to stop
- 4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)
- D. Vehicle interior
- 1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
- 2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

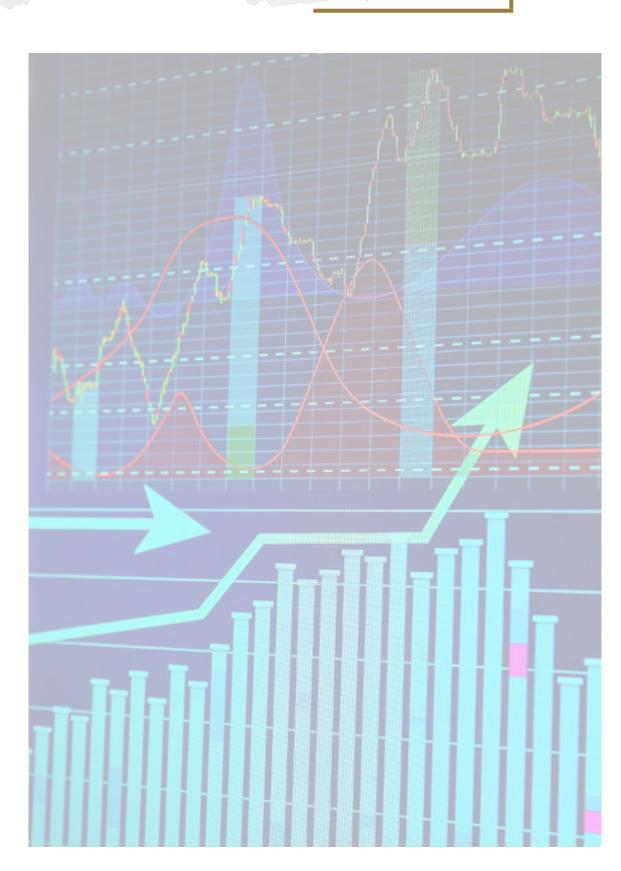
#### Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: <a href="http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm">http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm</a>

# Report on Compliments and Racial Profiling Complaints





# **Report on Complaints**

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/23-12/31/23 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Williamson County Sheriff's Office has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/23-12/31/23.

# **Complaints Filed for Possible Violations of The Texas Racial Profiling Law**

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:			

# **Tables Illustrating Motor Vehicle-Related Contacts TIER 2 DATA**

**TOTAL STOPS: 19,277** 

# STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	9,256
US Highway	2,697
State Highway	3,762
County Road	3,483
Private Property	79

# WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	138
No	19,139

## **RACE OR ETHNICITY**

Alaska Native/American Indian	229
Asian/Pacific Islander	1,072
Black	2,518
White	10,246
Hispanic/Latino	5,212

#### **GENDER**

# Female Total: 5,708

Alaska Native/American Indian	49
Asian/Pacific Islander	340
Black	858
White	3,354
Hispanic/Latino	1,107

**Male Total: 13,569** 

Alaska Native/American Indian	180
Asian/Pacific Islander	732
Black	1,660
White	6,892
Hispanic/Latino	4,105

# **REASON FOR STOP?**

**Violation of Law Total: 475** 

Alaska Native/American Indian	4
Asian/Pacific Islander	12
Black	69
White	295
Hispanic/Latino	95

# **Pre-existing Knowledge Total: 253**

Alaska Native/American Indian	2
Asian/Pacific Islander	3
Black	34
White	120
Hispanic/Latino	94

# **Moving Traffic Violation Total: 10,470**

Alaska Native/American Indian	137
Asian/Pacific Islander	698
Black	1,220
White	5,509
Hispanic/Latino	2,906

# **Vehicle Traffic Violation Total: 8,079**

Alaska Native/American Indian	86
Asian/Pacific Islander	359
Black	1,195
White	4,322
Hispanic/Latino	2,117

### **WAS SEARCH CONDUCTED?**

	YES	NO
Alaska Native/American Indian	2	227
Asian/Pacific Islander	13	1,059
Black	215	2,303
White	447	9,799
Hispanic/Latino	298	4,914
TOTAL	975	18,302

# REASON FOR SEARCH? Consent Total: 236

Alaska Native/American Indian	0
Asian/Pacific Islander	3
Black	20
White	156
Hispanic/Latino	57

# Contraband (in plain view) Total: 17

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	8
Hispanic/Latino	6

### **Probable Cause Total: 466**

Alaska Native/American Indian	0
Asian/Pacific Islander	7
Black	155
White	211
Hispanic/Latino	93

### **Inventory Total: 194**

Alaska Native/American Indian	2
Asian/Pacific Islander	2
Black	26
White	42
Hispanic/Latino	122

### **Incident to Arrest Total: 62**

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	11
White	30
Hispanic/Latino	20

# **TIER 2 DATA**

### WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	1	1
Asian/Pacific Islander	8	5
Black	157	58
White	281	166
Hispanic/Latino	200	98
TOTAL	647	328

# Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	1
Asian/Pacific Islander	2	6
Black	21	136
White	60	221
Hispanic/Latino	27	173
TOTAL	110	537

### **DESCRIPTION OF CONTRABAND**

**Drugs Total: 369** 

Alaska Native/American Indian	0
Asian/Pacific Islander	7
Black	110
White	174
Hispanic/Latino	78

# **Currency Total: 14**

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	10
Hispanic/Latino	3

# Weapons Total: 20

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	9
White	8
Hispanic/Latino	3

# Alcohol Total: 39

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	2
White	23
Hispanic/Latino	13

# **Stolen Property Total: 8**

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	5
Hispanic/Latino	2

### Other Total: 197

Alaska Native/American Indian	1
Asian/Pacific Islander	0
Black	34
White	61
Hispanic/Latino	101

### **RESULT OF THE STOP**

# **Verbal Warning Total: 10,373**

Alaska Native/American Indian	105
Asian/Pacific Islander	692
Black	1,479
White	5,934
Hispanic/Latino	2,163

# Written Warning Total: 2,747

Alaska Native/American Indian	60
Asian/Pacific Islander	142
Black	333
White	1,533
Hispanic/Latino	679

# **Citation Total: 5,786**

Alaska Native/American Indian	63
Asian/Pacific Islander	231
Black	632
White	2,589
Hispanic/Latino	2,271

# Written Warning and Arrest Total: 21

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	13
Hispanic/Latino	5

### **Citation and Arrest Total: 56**

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	3
White	15
Hispanic/Latino	37

### **Arrest Total: 294**

Alaska Native/American Indian	1
Asian/Pacific Islander	6
Black	68
White	162
Hispanic/Latino	57

# **TIER 2 DATA**

### ARREST BASED ON Violation of Penal Code Total: 183

Alaska Native/American Indian	0
Asian/Pacific Islander	4
Black	30
White	97
Hispanic/Latino	52

# **Violation of Traffic Law Total: 57**

Alaska Native/American Indian	1
Asian/Pacific Islander	1
Black	8
White	27
Hispanic/Latino	20

# Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

# **Outstanding Warrant Total: 131**

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	36
White	66
Hispanic/Latino	27

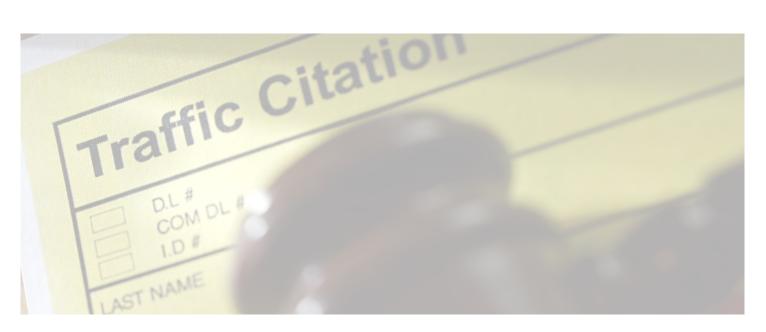
# Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	229
Asian/Pacific Islander	1	1,071
Black	4	2,514
White	19	10,227
Hispanic/Latino	4	5,208
TOTAL	28	19,249

# Tables Illustrating Motor Vehicle Related Contact Data

**Table 1. Citations and Warnings** 

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	229	63	105	60	1%	1%	1%	2%
Asian/ Pacific Islander	1,072	232	692	142	6%	4%	7%	5%
Black	2,518	635	1,479	333	13%	11%	14%	12%
White	10,246	2,604	5,934	1,533	53%	45%	57%	56%
Hispanic/ Latino	5,212	2,308	2,163	679	27%	40%	21%	25%
TOTAL	19,277	5,842	10,373	2,747	100%	100%	100%	100%



# Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	1%	1%
Asian/Pacific Islander	6%	6%
Black	13%	7%
White	53%	63%
Hispanic/Latino	27%	23%
TOTAL	100%	100%

**Table 3. Motor Vehicle Searches and Arrests.** 

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	2	0	1
Asian/Pacific Islander	13	3	7
Black	215	20	74
White	447	156	190
Hispanic/Latino	298	57	99
TOTAL	975	236	371

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

	Arrest	Location of Stop	Reason for Stop
1	01/18/23	City Street	Moving Violation
2	02/06/23	City Street	Moving Violation
3	02/15/23	City Street	Moving Violation
4	02/18/23	City Street	Moving Violation
5	02/28/23	City Street	Moving Violation
6	02/28/23	City Street	Moving Violation
7	04/01/23	City Street	Moving Violation
8	04/09/23	City Street	Moving Violation
9	04/27/23	City Street	Moving Violation
10	05/08/23	City Street	Moving Violation
11	05/23/23	City Street	Moving Violation
12	05/29/23	City Street	Moving Violation
13	05/31/23	City Street	Moving Violation
14	06/09/23	City Street	Moving Violation
15	07/13/23	City Street	Moving Violation
16	07/19/23	City Street	Moving Violation
17	08/06/23	City Street	Moving Violation
18	08/19/23	City Street	Moving Violation
19	09/01/23	City Street	Moving Violation
20	09/20/23	City Street	Moving Violation
21	09/29/23	City Street	Moving Violation
22	09/30/23	City Street	Moving Violation
23	10/11/23	City Street	Moving Violation
24	10/16/23	City Street	Moving Violation
25	11/21/23	City Street	Moving Violation
26	11/24/23	City Street	Moving Violation
27	11/26/23	City Street	Moving Violation
28	12/15/23	City Street	Moving Violation

**Table 5. Search Data** 

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	2	1	1	1	0%	0%	0%	0%
Asian/ Pacific Islander	13	8	5	7	1%	1%	2%	2%
Black	215	157	58	74	22%	24%	18%	20%
White	447	281	166	190	46%	43%	51%	51%
Hispanic/ Latino	298	200	98	99	31%	31%	30%	27%
TOTAL	975	647	328	371	100%	100%	100%	100%

# **Table 6. Report on Audits.**

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/23-12/31/23.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	1	03/01/23	Data was valid and reliable
2	1	06/01/23	Data was valid and reliable
3	1	09/01/23	Data was valid and reliable
4	1	12/01/23	Data was valid and reliable

ADDITIONAL COMMENTS:	
,	

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	1	4%
Black	4	14%
White	19	68%
Hispanic/Latino	4	14%
TOTAL	28	100%

**Table 8. Reason for Arrests from Vehicle Contact** 

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	1	0	0	0%	2%	0%	0%
Asian/ Pacific Islander	4	1	0	2	2%	2%	0%	2%
Black	30	8	0	36	16%	14%	0%	27%
White	97	27	0	66	53%	47%	0%	50%
Hispanic/ Latino	52	20	0	27	28%	35%	0%	21%
TOTAL	183	57	0	131	100%	100%	0%	100%

**Table 9. Contraband Hit Rate** 

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	2	1	50%	0%	0%
Asian/ Pacific Islander	13	8	62%	1%	1%
Black	215	157	73%	22%	24%
White	447	281	63%	46%	43%
Hispanic/Latino	298	200	67%	31%	31%

22

# **Analysis and Interpretation of Data**

In 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the central requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As previously noted, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

In 2017, the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

### 1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or <u>other evidence</u> was discovered in the course of those searches.

# 2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

As part of their effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Williamson County Sheriff's Office commissioned the analysis of its 2023 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2023 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the "other" category, as optional categories), who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The analysis on the data performed in this report, was based on a comparison of the 2023 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Williamson County Sheriff's Office accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the Williamson County Sheriff's Office in 2023 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, some civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of "households" that have access to vehicles. Thus, proposing to compare "households" (which may have multiple residents and only a few vehicles) with "contacts" (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the Williamson County Sheriff's Office accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its "good will" and "transparency" before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to Williamson County.

### Tier 2 (2023) Motor Vehicle-Related Contact Analysis

When examining the enhanced and more detailed Tier 2 data collected in 2023, it was evident that most motor vehicle-related contacts were made with Whites, followed by Hispanics. Of those who came in contact with police, most tickets or citations were issued to Whites and Hispanics; this was followed by Blacks. However, in terms of written warnings, most of these were issued to Whites, followed by Hispanics.

While reviewing searches and arrests, the data showed that most searches took place among Whites. When considering all searches, most were consented by Whites and Hispanics, while most custody arrests were also of Whites. Overall, most searches resulted in contraband; of those that produced contraband, most were of Whites; this was followed by Hispanics. Of the searches that did not produce contraband, most were of Whites. Most arrests were made of Whites. Most of the arrests that originated from a violation of the penal code involved Whites. Overall, the sheriff's office reports 28 instances where force was used that resulted in bodily injury.

### **Comparative Analysis**

A comprehensive analysis of the motor vehicle contacts made in 2023 to the census data relevant to the number of "households" in Williamson County who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites, Asians, and American Indians who came in contact with police was the same or lower than the percentage of White, Asian, and American Indian households in Williamson County that claimed in the last census to have access to vehicles. The opposite was true of Blacks and Hispanics. That is, a higher percentage of Blacks and Hispanics came in contact with police than the percentage of Black and Hispanic households in Williamson County that claimed in the last census to have access to vehicles.

The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Blacks. This was followed by Hispanics and Whites. This means that among all searches performed in 2023, the most significant percentage of these that resulted in contraband was among Blacks. The lowest contraband hit rate was among American Indians.

### **Summary of Findings**

As referenced earlier, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the Williamson County Sheriff's Office has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the Williamson County Sheriff's Office should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Williamson County Sheriff's Office should continue to:

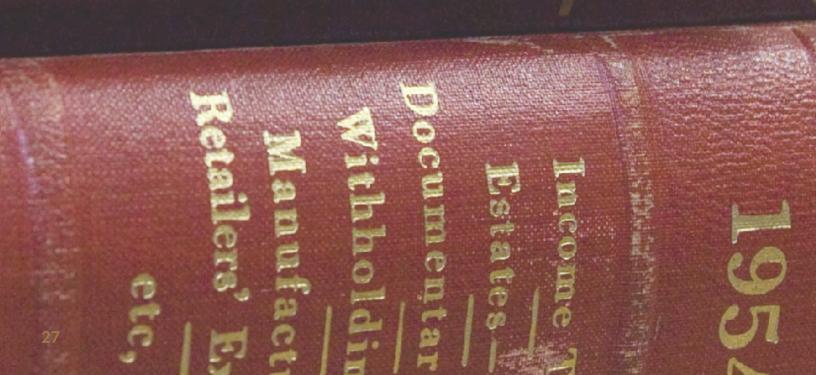
- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2024 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis performed serves as evidence that the Williamson County Sheriff's Office has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

# Checklist

The following requirements <u>were</u> met by the Williamson County Sheriff's Office in accordance with The Texas Racial Profiling Law:

- Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Williamson County Sheriff's Office from engaging in racial profiling.
- Implement a process by which an individual may file a complaint regarding racial profiling violations.
- **OV** Provide public education related to the compliment and complaint process.
- Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- Collect, report and analyze motor vehicle data (Tier 2).
- **Order of School Commission Data Audits and a Search Analysis.**
- Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2024.
- Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.





# **TCOLE GUIDELINES**

**Guidelines for Compiling and Reporting Data under Senate Bill 1074** 

### Background

Senate Bill 1074 of the 77<sup>th</sup> Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

#### Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

### Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an "agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties."

The article further defines race or ethnicity as being of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American." The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

#### Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person's race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer's best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

#### Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, "the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose."

### Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

### Commentary

Senate Bill 1074 from the 77<sup>th</sup> Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide and analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for "tier one" data for traffic stops in which a citation results are:

- the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of "a particular descent, including Caucasian, African, Hispanic, Asian, or Native American");
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on "tier two" reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person's gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

### Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

### Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

### Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

### Commentary

None

#### Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

### Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

### Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

### Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

# The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers. BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

### Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.
- (2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.
- (b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
  - (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
  - (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:
  - (A) the race or ethnicity of the individual detained; and
- (B) whether a search was conducted and, if so, whether the person detained consented to the search; and
- (7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

- (e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).
- (f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

### Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

- (1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).
- (2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:
  - (1) a physical description of each person detained as a result of the stop, including:
- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
  - (2) the traffic law or ordinance alleged to have been violated or the suspected offense;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband was discovered in the course of the search and the type of contraband discovered;
- (5) whether probable cause to search existed and the facts supporting the existence of that probable cause;
- (6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
  - (7) the street address or approximate location of the stop; and
- (8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

### Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

- (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- (b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

- (c) A report required under Subsection (b) must include:
- (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) determine the prevalence of racial profiling by peace officers employed by the agency; and (B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
- (d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
- (e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.
- (f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:
- (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
- (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and
- (B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or
- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.
- (b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

- (c) This article does not affect the collection or reporting requirements under Article 2.132.
- Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

### Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

- (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:
- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
  - (2) smaller jurisdictions; and
  - (3) municipal and county law enforcement agencies.
- (b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.
- (c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.
- (d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).
- Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.
- SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:
- Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

- SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:
- (j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:
- (1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;
- (2) implementing laws and internal agency policies relating to preventing racial profiling; and
  - (3) analyzing and reporting collected information.
- SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:
- (e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.
- SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:
- (d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).
- SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:
- Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.
- (b) The record must be made on a form or by a data processing method acceptable to the department and must include:
- (1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;
  - (2) the registration number of the vehicle involved;
- (3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;
- (4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;
- (5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

- (6) whether a search of the vehicle was conducted and whether consent for the search was obtained;
  - (7) the plea, the judgment, and whether bail was forfeited;
  - (8) [<del>(7)</del>] the date of conviction; and
  - (9) [<del>(8)</del>] the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

- (1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and
- (2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12.	This Act takes effect September 1, 2001

President of the Senate Speaker of the House

appointment of Co	•	e; May 22, 2001,	House granted re	ments and requested equest of the Senate ce vote.
	Secretary of the S	Senate	_	
non-record vote; I	May 22, 2001, House	e granted reques	st of the Senate	on May 15, 2001, by a for appointment of nmittee Report by a
	Chief Clerk of the	House	-	
Approved:				
Date				
Governor	<del>-</del>			

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote:

# Modifications to the Original Law (H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

- (1) Strike the following SECTIONS of the bill:
- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).
- (2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION \_\_\_\_\_. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:
- (a) In this article:
- (1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make <u>motor</u> vehicle[traffic] stops in the routine performance of the officers' official duties.
- (2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.
- (3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, [<del>or</del>] Native American, or Middle Eastern descent.
- (b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle [traffic] stops in which a citation is issued and to \_arrests made as a result of [resulting from] those [traffic] stops, including information relating to:
- (A) the race or ethnicity of the individual detained; and
- (B) whether a search was conducted and, if so, whether the <u>individual</u> [<del>person</del>] detained consented to the search; and
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit [to the governing body of each county or

municipality served by the agency] an annual report of the information collected under Subdivision (6) to:

- (A) the Commission on Law Enforcement Officer Standards and Education; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make <a href="motor-vehicle">motor vehicle</a> [traffic] stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make <a href="motor-vehicle">motor vehicle</a> [traffic] stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.
- (e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a <u>motor vehicle</u> [traffic] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).
- (g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.
- SECTION \_\_\_\_\_. Article 2.133, Code of Criminal Procedure, is amended to read as follows:
- Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE [TRAFFIC AND PEDESTRIAN] STOPS. (a) In this article, "race[:
- [(1) "Race] or ethnicity" has the meaning assigned by Article 2.132(a).
- [(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]
- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance [regulating traffic or who stops a pedestrian for any suspected offense] shall report to the law enforcement agency that employs the officer information relating to the stop, including:
- (1) a physical description of <u>any</u> [each] person <u>operating the motor vehicle who is</u> detained as a result of the stop, including:
- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
- (2) the <u>initial reason for the stop</u> [traffic law or ordinance alleged to have been violated or the suspected offense];
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband <u>or other evidence</u> was discovered in the course of the search and <u>a</u> <u>description</u> [the type] of the contraband <u>or evidence</u> [discovered];
- (5) the reason for the search, including whether:
- (A) any contraband or other evidence was in plain view;
- (B) any probable cause or reasonable suspicion existed to perform the search; or

- (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle [existed and the facts supporting the existence of that probable cause];
- (6) whether the officer made an arrest as a result of the stop or the search, including <u>a statement</u> of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or <u>ordinance</u>, or an <u>outstanding warrant and</u> a statement of the offense charged;
- (7) the street address or approximate location of the stop; and
- (8) whether the officer issued a <u>written</u> warning or a citation as a result of the stop[, including a description of the warning or a statement of the violation charged].
- SECTION \_\_\_\_\_. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:
- (a) In this article:
- (1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) [means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].
- (2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).
- (b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each [local] law enforcement agency shall submit a report containing the <u>incident-based data</u> [information] compiled during the previous calendar year to <u>the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency [in a manner approved by the agency].</u>
- (c) A report required under Subsection (b) must <u>be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:</u>
- (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities [determine the prevalence of racial profiling by peace officers employed by the agency]; and
- (B) examine the disposition of <u>motor vehicle</u> [traffic and pedestrian] stops made by officers employed by the agency, <u>categorized according to the race or ethnicity of the affected persons, as appropriate,</u> including <u>any</u> searches resulting from [the] stops <u>within the applicable jurisdiction</u>; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.
- (d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a <u>motor vehicle</u> [traffic or pedestrian] stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).
- (e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

- (g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.
- SECTION \_\_\_\_\_. Article 2.135, Code of Criminal Procedure, is amended to read as follows:
- Art. 2.135. <u>PARTIAL</u> EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and <u>the chief administrator of</u> a law enforcement agency, <u>regardless of whether the administrator is elected</u>, <u>employed</u>, <u>or appointed</u>, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:
- (1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:
- (A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make <u>motor vehicle</u> [traffic and pedestrian] stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make <u>motor vehicle</u> [traffic and pedestrian] stops is equipped with transmitter-activated equipment; and
- (B) each <u>motor vehicle</u> [traffic and pedestrian] stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or
- (2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.
- (b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle [traffic and pedestrian] stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle [traffic or pedestrian] stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.
- (c) This article does not affect the collection or reporting requirements under Article 2.132.
- (d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).
- SECTION \_\_\_\_\_. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:
- Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.
- (b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

- data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.
- (c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.
- SECTION \_\_\_\_\_. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:
- Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:
- (1) involves the operation of a motor vehicle; and
- (2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.
- (b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.
- (c) In this article, a person is considered convicted if:
- (1) a sentence is imposed on the person;
- (2) the person receives community supervision, including deferred adjudication; or
- (3) the court defers final disposition of the person's case.
- (d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.
- (e) The custodian of a county or municipal treasury shall:
- (1) keep records of the amount of funds on deposit collected under this article; and
- (2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.
- (f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).
- (g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.
- (h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.
- (i) Funds collected under this article are subject to audit by the comptroller.
- SECTION \_\_\_\_\_. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:
- Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a <u>juvenile delinquency prevention and</u> graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . <u>\$50</u> [<del>\$5</del>]; [<del>and</del>]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- (b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
- SECTION \_\_\_\_\_\_. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:
- Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a <u>juvenile delinquency prevention and</u> graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [\$\frac{5}{5}\$]; [\frac{1}{3}]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- (b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.
- SECTION \_\_\_\_\_. Section 102.101, Government Code, is amended to read as follows:
- Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; [and]
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- SECTION \_\_\_\_\_. Section 102.121, Government Code, is amended to read as follows:
- Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:
- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; [and]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.
- SECTION \_\_\_\_\_. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:
- Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.
- SECTION \_\_\_\_\_. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:
- (a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:
- (1) this chapter;

- (2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure; or
- (3) a commission rule.
- SECTION \_\_\_\_\_. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.
- (b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

# Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

- (3) "Race or ethnicity" means the following categories:
- (A) Alaska native or American Indian;
- (B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;
- (C) black;
- (D) white; and
- (E) Hispanic or Latino [, Native American, or Middle Eastern descent].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

- (a) In this section, "race or ethnicity" means the following categories:
- (1) Alaska native or American Indian;
- (2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;
- (3) black;
- (4) white; and
- (5) Hispanic or Latino [, or Native American descent].

SECTION 3. This Act takes effect September 1, 2017.

Szerion S. Tills for takes effect september 1	, 2017.
President of the Senate	Speaker of the House
I certify that H.B. No. 3051 was passed by the 143, Nays 2, 2 present, not voting.	House on May 4, 2017, by the following vote: Yeas
Chief Clerk of the House	
I certify that H.B. No. 3051 was passed by vote: Yeas 31, Nays 0.	the Senate on May 19, 2017, by the following
Secretary of the Senate APPROVED:	
Date	
Governor	

# The Sandra Bland Act (S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS: ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

- (2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:
- (A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

- (B) provide to the magistrate a written assessment of the information collected under Paragraph (A).
  - (2) The magistrate is not required to order the collection of information under Subdivision

- (1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision
- (1). A court that elects to use the results of that previous determination may proceed under Subsection (c).
- (3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.
- (b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:
- (1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];
- (2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and
  - (3) recommended treatment.
- (c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:
- (1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;
  - (2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

- (3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.
- (d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or
  - (2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

- Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:
- (1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;
  - (2) it is reasonable to divert the person;
- (3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and
- (4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.
- (b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

- (2) establishing or expanding collaboratives thatserve two or more counties, each with a population of less than 100,000 [collaborative].
  - (b) The department shall require each entity awarded a grant under this section to:
- (1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]
- (2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and
- (3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

- (1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;
- (2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and
- (3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.
- (b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).
- (c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

## ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

- (1) defendant is not charged with and has not been previously convicted of a violent offense;
- (2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];
- (3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:
- (A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and
- (B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and
- (4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.
- (c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:
  - (1) mental illness or intellectual disability [mental retardation] is chronic in nature; or
- (2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
- (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
- (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
- (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
  - (5) revise, amend, or change rules and procedures if necessary;
- (6) provide to local government officials consultation on and technical assistance for county jails;
- (7) review and comment on plans for the construction and major modification or renovation of county jails;
- (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
- (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
- (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
- (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
- (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
- (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
- (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
- (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
- (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
  - (A) common issues concerning jail administration;
- (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

- (C) solutions to operational challenges for jails;
- (17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;
- (18) adopt reasonable rules and procedures establishing minimum requirements for jails to:
- (A) determine if a prisoner is pregnant; and
- (B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;
- (19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]
- (20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;
  - (21) [(20)] require the sheriff of each county to:
- (A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and
- (B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;
- (22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:
- (A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and
- (B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and
- (23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:
- (A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;
- (B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and
- (C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

- (b) The prisoner safety fund consists of:
- (1) appropriations of money to the fund by the legislature; and
- (2) gifts, grants, including grants from the federal government, and other donations received for the fund.
- (c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).
- (d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

- (1) a suicide;
- (2) an attempted suicide;
- (3) a death;
- (4) a serious bodily injury, as that term is defined by

Section 1.07, Penal Code;

- (5) an assault;
- (6) an escape;
- (7) a sexual assault; and
- (8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.
  - (b) The commission shall prescribe a form for the report required by Subsection (a).
- (c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.
- (d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

- (b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection
- (a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

- (1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and
- (2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.
- SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.
- SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

## ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

- (b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.
- (c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

- (d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.
- SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.
- (n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

## SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

## SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

- (b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:
  - (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
- (A) civil rights, racial sensitivity, and cultural diversity;
- (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
- (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
- (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
- (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
  - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

- (n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).
- SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.
- SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.
- (b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.
- SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.
- (b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

## ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

- SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:
- (b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:
  - (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

## relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.
- (h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

- (b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:
- (1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:
- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
  - (2) the initial reason for the stop;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
  - (4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

- (5) the reason for the search, including whether:
- (A) any contraband or other evidence was in plain view;
- (B) any probable cause or reasonable suspicion existed to perform the search; or
- (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
- (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
  - (7) the street address or approximate location of the stop; [and]
- (8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and
- (9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.
- (c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

- (c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:
  - (1) a comparative analysis of the information compiled under Article 2.133 to:
- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]
- (B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and
- (C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
- (2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
  - (2) smaller jurisdictions; and
  - (3) municipal and county law enforcement agencies.
- (b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.
- (c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.
- (d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

- (1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and
  - (2) make accessible online:
- (A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

, , , , , , , , , , , , , , , , , , , ,	to the information to make the information readily takes effect September 1, 2017.
	President of the
Senate Speaker of the House	
I hereby certify that S.B. No. 1849 p	assed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.	
Secretary	of the Senate
,	9 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not vo	ting.
ARTICLE 6. EFFECTIVE DATE	
SECTION 6.01. Except as otherwise p	rovided by this Act,
Approved:	
Date	
Governor	
Chief Clerk of the House	

# WILLIAMSON COUNTY SHERIFF'S OFFICE RACIAL PROFILING POLICY



## Williamson County Sheriff's Office

# Racial Profiling & Bias Reduction General Order

**Effective Date:** 01/19/2022

Approved: Mike Gleason

Sheriff

For the purpose of this policy manual, the responsibilities of the Sheriff may be delegated by him to an appointed designee.

## I. Policy

All sworn members of the Williamson County Sheriff's Office are strictly prohibited from engaging in racial/biased profiling of any kind.

We are committed to respecting constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate based on race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion.

All enforcement actions -- particularly stops of individuals for traffic and other violations, investigative detentions, arrests, searches, and seizures of persons or property -- shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, deputies shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Deputies shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Deputies shall base all of their actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense.

All agency orders are informed and ruled by this directive. Nothing in this order limits non-enforcement contacts between deputies and the public.

## II. Purpose

The purpose of this order is to provide general rules on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions and emphasize the importance of the constitutional rules within which we operate.

#### III. Definitions

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- a. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
- b. Biased policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon their race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- c. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- d. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- e. Probable cause: Facts or apparent facts and circumstances within a deputy's knowledge and of which the deputy had reasonable, trustworthy information to lead a reasonable person to believe that an offense has been or is being committed, and that the suspect has committed it.
- f. Race: A category of people of a particular decent, including Caucasian, Black, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- g. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- h. Reasonable suspicion: Articulable, objective facts that lead an experienced deputy to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- i. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- j. Stop: An investigative detention. The detention of a subject for a brief period of time, based on reasonable suspicion.

## IV. Procedures

- a. General responsibilities
  - i. Deputies are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including

- seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when deputies are seeking a suspect with one or more of these attributes.
- ii. Investigative detentions, traffic stops, arrests, searches, and property seizures by deputies will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Deputies must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, deputies shall not consider race/ethnicity in establishing either reasonable suspicion or probably cause. Similarly, except as provided below, deputies shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.
- iii. Deputies may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, race/ethnicity Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Deputies shall document the elements of reasonable suspicion and probable cause in appropriate reports.
- iv. Deputies shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
  - 1. As traffic stops furnish a primary source of bias-related complaints, deputies shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the deputy disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
  - 2. Deputies shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.
- v. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to agency personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
  - 1. Personnel shall facilitate an individual's access to other governmental services whenever possible and shall actively provide referrals to other appropriate agencies.

- 2. All personnel shall courteously accept, document, and forward to the Sheriff or Chief Deputy any complaints made by an individual against the office.
- vi. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize a deputy's safety.
- vii. When concluding an encounter, personnel shall thank him or her for cooperating.
- viii. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their agency identification number, name of the immediate supervisor, or any other reasonable information.
  - ix. All personnel are accountable for their actions. Personnel shall justify their actions when required.

## b. Supervisory responsibilities

- i. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.
- ii. Supervisors shall use the disciplinary mechanisms of the agency to ensure compliance with this order and the constitutional requirements of law enforcement.
- iii. Supervisors shall be mindful that in accounting for the actions and performance of subordinates. Supervisors are important in maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
- iv. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement but increases safety risks to personnel. Lack of control over bias also exposes the agency to liability consequences.
- v. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
- vi. Supervisors shall ensure that all enforcement actions are duly documented per agency policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
- vii. Supervisors shall facilitate the filing of any complaints about lawenforcement service.
- viii. Supervisors shall conduct monthly reviews of in-car video recordings and body camera footage to ensure proper conduct of deputies.

## c. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including termination.

## d. Training

Deputies shall complete annual training regarding bias- based profiling.

## V. Complaints

- a. The Williamson County Sheriff's Office shall accept, document, and forward all complaints to the Chief Deputy or Sheriff. A member of the public may file a complaint with the Sheriff's Office if they feel they have been the subject of racial/biased profiling. No person shall be discouraged, intimidated, or coerced from filing such a complaint, or be discriminated against because they filed such a complaint.
- b. Complaints alleging incidents of bias-based profiling will be fully investigated.
- c. Complainants will be notified of the results of the investigations when the investigation is completed.

## VI. Record Keeping

- a. The agency will maintain all required records on self-initiated contacts.
- b. The information collected above will be reported to the county commissioner's court annually.
- c. The information will also be reported to TCOLE in the required format.
- d. The Office of Professional Standards will conduct an annual administrative review of data collected and the Sheriff will amend Agency policies and procedures as necessary to ensure compliance with bias-based profiling legislation and policy.

For additional questions regarding the information presented in this report, please contact:

## Del Carmen Consulting@ 817.681.7840 www.texasracialprofiling.com www.delcarmenconsulting.com

<u>Disclaimer</u>: The author of this report, Alejandro del Carmen/del Carmen Consulting, is not liable for any omissions or errors committed in the acquisition, analysis, or creation of this report. Further, Dr. del Carmen/del Carmen Consulting, is not responsible for the inappropriate use and distribution of information contained in this report. Further, no liability shall be incurred as a result of any harm that may be caused to individuals and/or organizations as a result of the information contained in this report.



<u>Copyright</u>: This report may not be altered or reproduced outside the agreed terms, in any manner whatsoever without the written permission of the author.

## **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024 JP1 EOM DECEMBER 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, December 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

## **Background**

## **Fiscal Impact**

From/To	Acct No.	Description	Amount

## **Attachments**

JP1 EOM DECEMBER 2023

## Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/11/2024 10:44 AM

Form Started By: Misty Lamb

Started On: 01/11/2024 08:37 AM
Final Approval Date: 01/11/2024

14.

# 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 December 2023

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

KT MUSSELMAN

JUSTICE OF THE PEACE

PRECINCT ONE

On this\_\_\_day of

2024 to certify which witness my hand and seal of

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

office.

NOTARY PUBLIC

In and for the State of Texas

## Payment Report - G/L and Fund Summary

Transaction Date: 12/01/2023 - 12/31/2023

Case Categories: Criminal; Civil

Locations: JP1

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

, symon type of the symon symon symon symon symbol	•
ber F	Fee Totals
000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	5.00
000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	6,041.98
000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	17,520.00
000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT#1	7.5
000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	97.3
000-351301: 01-0100-0000-351301 - FINES, JP PCT#1	9,036.00
000-365103: Language Access Fund	558.0
9-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,004.1
0100 - General Fund Total:	34,269.9
000-341150: 01-0360-0000-341150 - Courthouse Security Fees	3.0
0360 - Courthouse Security Fund Total:	3.0
000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	1.0
0361 - JP Security Fund Total:	1.0
000-341181: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.0
0365 - Child Safety Fund Total:	25.0
000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	930.0
0370 - Alternate Dispute Resolution Fund Total:	930.0
000 244444 04 0272 0000 244444 ID #4 TECHNOLOGY EEES	4.0
000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	4.1
0372 - Justice Court Technology Fund Total:	4.0
000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	5.0
0373 - JP-1 Truancy Program Fund Total:	5.

## Payment Report - G/L and Fund Summary

Transaction Date: 12/01/2023 - 12/31/2023

Case Categories: Criminal; Civil

Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
9 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	4,322.76
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	420.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	6.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	84.83
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,448.32
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-1-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	50.00
	0399 - State Agency Fund Total:	6,410.01

## JP BOND

01-0100-0000-207019 - JP1 Bond Liability Account		(218.00)
	JP BOND Total:	(218.00)

Fee Totals for All Funds:

41,430.00

## Payment Report - Fee Code Summary

Transaction Date: 12/01/2023 - 12/31/2023 Case Categories: Criminal; Civil Locations: JP1

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

Fee Code Sumn	nary								
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	7.58	3	0.00	0	0.00	0	7.58	3
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	84.83	17	0.00	0	0.00	0	84.83	17
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	266.18	54	5.00	1	(5.00)	1	266.18	56
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,322.76	72	62.00	1	(62.00)	1	4,322.76	74
2020CDF	Compliance Dismissal Fine	90.00	9	0.00	0	0.00	0	90.00	9
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	60.00	6	0.00	0	0.00	0	60.00	6
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,004.11	74	14.00	1	(14.00)	, 1	1,004.11	76
2020LTF	Local Traffic Fine (TC 542.403)	86.90	29	0.00	0	0.00	0	86.90	29
2020STF	State Traffic Fine (TC 542.4031)	1,448.32	29	0.00	0	0.00	0	1,448.32	29
2020TPF	Time Payment Fee CCP 102.030	97.32	8	0.00	0	0.00	0	97.32	8
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	
СВ	Cash Bond	563.00	3	0.00	0	(781.00)	2	(218.00)	
ccc	Consolidated Court Costs [Loc. Gov't Code, 133.102]	40.00	1	0.00	0	0.00	0	40.00	
CCOP	Civil Copies	5.00	5	0.00	0	0.00	0	5.00	
CERT	Certified Copy	5.00	2	0.00	0	0.00	0	5.00	1
CFINE	County Fine	9,036.00	72	700.00	2	(700.00)	2	9,036.00	7
CHS	Courthouse Security Fee (CCP 102.017)	3.00	1	0.00	0	0.00	0	3.00	
CHSJC	JP Security Fee (CCP 102.017)	1.00	1	0.00	0	0.00	0	1.00	
CONT1	Constable Service Fee Pct #1	10,320.00	107	0.00	0	0.00	0	10,320.00	10
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	
DDF	Deferred Disposition Fee	673.90	4	0.00	0	0.00	0	673.90	
IDF	Indigent Defense Fee (LGC 133.107)	2.00	1	0.00	0	0.00	0	2.00	
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.00	1	0.00	0	0.00	0	4.00	
JFR	Jury Reimbursement Fee (CCP 102.0045)	4.00	1	0.00	0	0.00	0	4.00	
JTP	Juvenile Truancy Program (CCP 102.0174)	5.00	1	0.00	0	0.00	0	5.00	0
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	0
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	0

## Payment Report - Fee Code Summary

Transaction Date: 12/01/2023 - 12/31/2023

Case Categories: Criminal; Civil

Locations: JP1

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

Fee Code Sum	mary								
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.60	1	0.00	0	0.00	0	0.60	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.40	1	0.00	0	0.00	0	5.40	1
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	930.00	188	0.00	0	0.00	0	930.00	188
SB41JCSF	Justice Court Support Fund	4,650.00	188	0.00	0	0.00	0	4,650.00	188
SB41LAF	Language Access Fund - LGC 135.155	558.00	188	0.00	0	0.00	0	558.00	188
SB41SCF	State Consolidated Fee	420.00	22	0.00	0	0.00	0	420.00	22
SFMCWV	State Fine - Motor Carrier Weight Violation	50.00	1	0.00	0	0.00	0	50.00	1
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
UFA	Uniform Traffic Act (TC 542.403)	3.00	1	0.00	0	0.00	0	3.00	1
WPOSS	Writ of Possession	175.00	35	0.00	0	0.00	0	175.00	35
WREEN	Writ of Re-entry	5.00	1	0.00	0	0.00	0	5.00	1
WSF1	Constable #1 - Writ Service Fee	7,200.00	36	0.00	0	0.00	0	7,200.00	36
		Gross		Positive Adjus	tments	Negative Adjus	tments	Net	
Fee Code St	ummary Totals	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	The second secon	42,211.00	1,170	781.00	5	(1,562.00)	7	41,430.00	1,182

## **Commissioners Court - Regular Session**

Meeting Date: 01/23/2024

December 2023 Monthly Report

Submitted For: Angela Williams

**Department:** J.P. Pct. #2 **Agenda Category:** Consent

Submitted By: Melissa East, J.P. Pct. #2

15.

#### Information

## Agenda Item

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

## **Background**

## **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

2023 December Report

## Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/10/2024 04:18 PM

Form Started By: Melissa East Started On: 01/08/2024 01:53 PM

Final Approval Date: 01/10/2024

# 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 December 2023.

ANGELA WILLIAMS
JUSTICE OF THE PEACE

WILLIAMSON COUNTY PRECINCT 2

On this \_\_\_\_\_ day of \_\_\_\_\_\_

\_\_ 2024, to certify which witness my hand and seal of

Notary Public

in and for the State of Texas

\*

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

## **Payment Report - Fee Code Summary**

Deposit Date: 12/01/2023 - 12/31/2023 Locations: JP2

Case Categories: Criminal; Civil

Fee Code Sumn	-								
Code Word	Description	Gross		Positive Adjus		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	10.00	2	0.00	o	0.00	0	10.00	2
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)	65.00	13	0.00	0	0.00	0	65.00	13
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	230.99	47	0.00	0	0.00	0	230.99	47
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	125.00	25	0.00	0	0.00	0	125.00	25
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)	5,716.29	93	0.00	0	0.00	0	5,716.29	93
2020CDF	Compliance Dismissal Fine	70.00	8	0.00	0	0.00	0	70.00	8
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	240.00	24	0.00	0	0.00	0	240.00	24
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,304.77	94	0.00	0	0.00	0	1,304.77	94
2020LTF	Local Traffic Fine (TC 542.403)	159.00	53	0.00	0	0.00	0	159.00	53
2020STF	State Traffic Fine (TC 542.4031)	2,650.00	53	0.00	0	0.00	0	2,650.00	53
2020TPF	Time Payment Fee CCP 102.030	123.95	9	0.00	0	0.00	0	123.95	9
AB	Abstract	15.00	2	0.00	0	0.00	0	15.00	2
ADTOLL	Administrative Toll Fee due to TXDOT	28.99	1	0.00	0	0.00	0	28.99	1
ccc	Consolidated Court Costs [Loc. Gov't Code, 133.102]	40.00	1	0.00	0	0.00	0	40.00	1
CCOP	Civil Copies	63.25	16	0.00	0	0.00	0	63.25	16
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	8,242.00	67	16.00	1	0.00	0	8,258.00	68
CHS	Courthouse Security Fee (CCP 102.017)	3.00	1	0.00	0	0.00	0	3.00	1
CHSJC	JP Security Fee (CCP 102.017)	1.00	1	0.00	0	0.00	0	1.00	1
COLLFEE	Collection Agency Fee	34.80	1	0.00	0	0.00	0	34.80	1
CONT2	Constable Service Fee Pct #2	5,760.00	59	0.00	0	0.00	0	5,760.00	59
DDF	Deferred Disposition Fee	390.00	8	0.00	0	(16.00)	1	374.00	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)	2.00	1	0.00	0	0.00	0	2.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.00	1	0.00	0	0.00	0	4.00	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	4.00	1	0.00	0	0.00	0	4.00	1

Page 1 Printed on 01/03/2024 at 08:02:01 AM

## **Payment Report - Fee Code Summary**

Deposit Date: 12/01/2023 - 12/31/2023 Locations: JP2

Case Categories: Criminal; Civil

Fee Code Sumi	mary								
Code Word	Description	Gross		Positive Adjus	tments	Negative Adjus	ustments Net		
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTP	Juvenile Truancy Program (CCP 102.0174)	5.00	1	0.00	0	0.00	0	5.00	1
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	1.00	1	0.00	0	0.00	0	1.00	1
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	0.60	1	0.00	0	0.00	0	0.60	1
JUSFS	Judicial Support Fund - State (LGC 133.105)	5.40	1	0.00	0	0.00	0	5.40	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	895.00	179	0.00	0	0.00	0	895.00	179
SB41JCSF	Justice Court Support Fund	4,475.00	179	0.00	0	0.00	0	4,475.00	179
SB41LAF	Language Access Fund - LGC 135.155	537.00	179	0.00	0	0.00	0	537.00	179
SB41SCF	State Consolidated Fee	168.00	8	0.00	0	0.00	0	168.00	8
SCH	School District Fine	78.00	1	0.00	0	0.00	0	78.00	1
SUB2	Subpoena Pct# 2	80.00	1	0.00	0	0.00	0	80.00	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	50.00	10	0.00	0	0.00	0	50.00	10
WSF2	Constable #2 - Writ Service Fee	2,200.00	11	0.00	0	0.00	0	2,200.00	11
		Gross		Positive Adjus	tments	Negative Adjus	stments	Net	
Fee Code Su	ummary Totals	Amount	Number	Amount	Number	Amount	Number	Amount	Number
		33,898.04	1,166	16.00	1	(16.00)	1	33,898.04	1,168

Page 2 Printed on 01/03/2024 at 08:02:01 AM

4.00

4.00

## Payment Report - G/L and Fund Summary

Deposit Date: 12/01/2023 - 12/31/2023 Case Categories: Criminal; Civil

0372 - Justice Court Technology Fund

01-0372-0000-341142 - JP 2 TECHNOLOGY FEES

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 34.80 01-0100-0000-207026 - Due to CTRMA L-004-2-01-0100-0000-207026: 01-0100-0000-207026 - Due to CTRMA 28.99 01-0100-0000-209700 - JP COURTS-REFUNDS L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS 78.00 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 5.635.25 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 8.040.00 01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1 L-004-2-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1 10.00 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 5.00 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 65.00 123.95 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 01-0100-0000-351302 - FINES, JP PCT-2 L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES. JP PCT #2 8.258.00 01-0100-0000-365103 Language Access Fund 537.00 L-004-2-01-0100-0000-365103: Language Access Fund 99-999-999-000003 - LOCAL Consolidated CC-Misd C L-004-2-99-9999-9999-000003; 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C 1.304.77 0100 - General Fund Total: 24.120.76 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 4.00 0361 - JP Security Fund Total: 4.00 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 5.00 0368 - JP-2 Truancy Program Fund Total: 5.00 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 895.00 0370 - Alternate Dispute Resolution Fund Total: 895.00

Printed on 01/03/2024 at 08:02:00 AM Page 1

L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES

0372 - Justice Court Technology Fund Total:

## Payment Report - G/L and Fund Summary

Deposit Date: 12/01/2023 - 12/31/2023

Case Categories: Criminal; Civil

G/L Account	G/L Account Number	Fee Totals
- 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	2.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	40.00
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)	5,716.29
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	168.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	6.00
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	230.99
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	2,650.00
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.00
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	50.00
	0399 - State Agency Fund Total	8 869 28

0399 - State Agency Fund Total: 8,869.28

> Fee Totals for All Funds: 33,898.04

Page 2 Printed on 01/03/2024 at 08:02:00 AM

## **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

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

## **Background**

## **Fiscal Impact**

From/To	Acct No.	Description	Amount

## **Attachments**

JP4 EOM DEC 2023

## Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/11/2024 10:43 AM

Form Started By: Veronica Bolander Started On: 01/10/2024 05:15 PM

Final Approval Date: 01/11/2024

16.

## 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 December 2023.

RHONDA REDDEN

JUSTICE OF THE PEACE

PRECINCT FOUR

This 10th day of January 2024, to certify which witness my hand and seal of office.

VERONICA BOLANDER My Notary ID # 2676312 Expires November 2, 2027

NOTARY PUBLIC in and for the State of Texas

# Payment Report - Transaction/Adjustment Detail

Deposit Date: 12/01/2023 - 12/31/2023

Case Categories: Civil; Criminal

Locations: JP4

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		86,336.37	86,336.37
Total Adjustments Impaction	ng Payments	(523.00)	(523.00)
Final Fee Code Totals		85,813.37	85,813.37
Tender Method Summary			
·	Cash	3,750.25	3,750.25
	Certified Payments Credit Card	40,787.01	40,787.01
	Check	4,221.00	4,221.00
Tender Types	Credit Card	25,191.11	25,191.11
	E-File Credit Card	11,892.00	11,892.00
	Money Order	495.00	495.00

Detailed report is available through the Auditor's Office.

# Payment Report - G/L and Fund Summary

Deposit Date: 12/01/2023 - 12/31/2023 Locations: JP4

Case Categories: Civil; Criminal

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	1,900.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	635.87
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	96.90
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	1,500.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	7,560.41
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	8,200.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	15.00
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	32.28
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	742.05
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	34,305.65
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	591.00
99-999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	3,114.34
	0100 - General Fund Total:	58,693.50
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	4.83
oges. Ohild Sefety Fund	0361 - JP Security Fund Total:	4.83
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	31.18
01-0303-0000-541101-07 CHIED OAI ETTTEE	0365 - Child Safety Fund Total:	31.18
	0365 - Child Salety Fund Total:	31.10
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	6.02
	0369 - JP-4 Truancy Program Fund Total:	6.02
0370 - Alternate Dispute Resolution Fund		
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	985.00
	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees  0370 - Alternate Dispute Resolution Fund Total:	985.00 <b>985.00</b>
		· · · · · · · · · · · · · · · · · · ·
01-0370-0000-341170 - Alternate Dispute Resolution Fees		· · · · · · · · · · · · · · · · · · ·

# Payment Report - G/L and Fund Summary

Deposit Date: 12/01/2023 - 12/31/2023

Case Categories: Civil; Criminal

Locations: JP4

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

G/L Account	G/L Account Number	Fee Totals
399 - 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	2.41
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	48.21
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	13,668.05
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	252.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	4.82
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	7.23
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	214.44
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
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	5,195.41
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.41
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	73.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	6,584.29
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	5.13

0399 - State Agency Fund Total:

26,088.00

Fee Totals for All Funds:

85,813.37

# Payment Report - Fee Code Summary

Deposit Date: 12/01/2023 - 12/31/2023 Locations: JP4

Case Categories: Civil; Criminal

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

Fee Code Summ	ary								
Code Word	Description	Gross		Positive Adjus	tments	ents Negative Adjustment		Net	
.,		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	15.00	3	0.00	0	0.00	. 0	15.00	3
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	22.01	5	0.00	0	0.00	0	22.01	5
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	194.85	49	0.00	0	0.00	, 0	194.85	49
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102. 011(e)	13.57	3	0.00	0	0.00	0	13.57	3
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	876.78	218	0.00	0	(10.00)	2	866.78	220
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	13,792.05	276	0.00	0	(124.00)	2	13,668.05	278
2020CDF	Compliance Dismissal Fine	180.00	18	0.00	0	0.00	0	180.00	18
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	206.39	22	0.00	0	0.00	0	206.39	22
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,142.34	278	0.00	0	(28.00)	2	3,114.34	280
2020LTF	Local Traffic Fine (TC 542.403)	314.74	127	0.00	0	(3.00)	1	311.74	128
2020STF	State Traffic Fine (TC 542.4031)	5,245.41	127	0.00	0	(50.00)	1	5,195.41	128
2020TPF	Time Payment Fee CCP 102.030	772.05	78	0.00	0	(30.00)	2	742.05	80
AB	Abstract	5.00	1	0.00	0	0.00	. 0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	6.02	2	0.00	0	0.00	0	6.02	2
CB	Cash Bond	1,900.00	. 6		. 0	" O.00	0	1,900.00	6
ccc	Consolidated Court Costs [Loc. Gov't Code, 133.102]	48.21	2	0.00	0	0.00	0	48.21	2
CCOP	Civil Copies	76.75	. 6	0.00	0	0.00	0	76.75	6
CERT	Certified Copy	9.75	1	0.00	0	0.00	0	9.75	1
CFINE	County Fine	34,583.65	243	0.00	0	(278.00)	. 2	34,305.65	245
CHS	Courthouse Security Fee (CCP 102.017)	3.62	2	0.00	0	0.00	0	3.62	2
CHSJC	JP Security Fee (CCP 102.017)	1.21	2	0.00	0	0.00	0	1.21	2
CJS	Criminal Judicial Support Fee (LGC 103.105)	7.23	2	0.00	0	0.00	0	7.23	2
COLLFEE	Collection Agency Fee	635.87	10	0.00	0	0.00	0	635.87	10
CONT4	Constable Service Fee Pct #4	5,600.00	54	0.00	0	0.00	0	5,600.00	54
CSSF	Child Safety School Fee (CCP 102.014(c))	31.18	2	0.00	0	0.00	0	31.18	2
DDF	Deferred Disposition Fee	916.00	16	0.00	0	0.00	0	916.00	16
FNTC1	Child Safety Seat Fine Trauma Center	73.50	1	0.00	0	0.00	, 0	73.50	1
IDF	Indigent Defense Fee (LGC 133.107)	2.41	2	0.00	0	0.00	0	2.41	2

# Payment Report - Fee Code Summary

Deposit Date: 12/01/2023 - 12/31/2023 Locations: JP4

Case Categories: Civil; Criminal

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

Fee Code Summa	ry					,			
Code Word Description		Gross		Positive Adjus	tments	Negative Adjustments		Net	
	·	Amount	Number	Amount	Number	Amount	Number	Amount	Number
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.84	2	0.00	0	0.00	0	4.84	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	4.82	2	0.00	0	0.00	0	4.82	2
JTP	Juvenile Truancy Program (CCP 102.0174)	6.02	. 2	0.00	.0	0.00	0	6.02	2
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
OPR	Overpayment - Refund	1,500.00	, 1	0.00	0	0.00	0	1,500.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	985.00	197	0.00	0	0.00	0	985.00	197
SB41JCSF	Justice Court Support Fund	4,925.00	197	0.00	0	0.00	0	4,925.00	197
SB41LAF	Language Access Fund - LGC 135.155	591.00	197	0.00	0	0.00	0	591.00	197
SB41SCF	State Consolidated Fee	252.00	12	0.00	. 0	0.00	. 0	252.00	12
SFMCWV	State Fine - Motor Carrier Weight Violation	6,584.29	7	0.00	0	0.00	0	6,584.29	. 7
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 / A	Time Payment Fee	5.13	1	0.00	0	0.00	0	5.13	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	2.41	2	0.00	0	0.00	0	2.41	2
TPWF	Texas P&W Fine	96.90	2	0.00	0	0.00	0	96.90	2
WARC4	Warrant Fee - Constable Pct. 4	10.27	1	0.00	0	0.00	0	10.27	1
WEXEC	Writ of Execution	10.00	. 2	0.00	` _, 0	0.00	, , , , , ,	10.00	2
WPOSS	Writ of Possession	50.00	10	0.00	0	0.00	0	50.00	10
WSF4	Constable #4 - Writ Service Fee	2,600.00	13	0.00	0	0.00	0	2,600.00	13
a *		Gross		Positive Adjus	tments	Negative Adjus	stments	Net	
Fee Code Sum	mary Totals	Amount	Number	Amount	Number	Amount	Number	Amount	Number
		86,336.37	2,207	0.00	0	(523.00)	12	85,813.37	2,219

# Justice of the Peace 4 Consolidated Court Cost Calculation Sheet

Deposit Date: 12/01/2023-12/31/2023

	<u>DR</u>	CR	GL Code	GL Description	<b>ALLOCATION %</b>
Local CCC-Class C		\$3,114.34	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$1,090.02	and the	01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$1,112.26		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$889.81		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$22.25		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$3,114.34	\$3,114.34			100.000000%
□ 11 . 1 € 8	35 AA 35 38 484				

Collected \$3,114.34

17.

**Meeting Date:** 01/23/2024 Child Welfare Board Appointment

Submitted By: Becky Pruitt, County Judge

Department: County Judge Agenda Category: Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on appointing Catherine Perry of Round Rock to the Williamson County Child Welfare Board.

#### **Background**

If appointed, Ms. Perry's term would start in January 2024 and run through fiscal year 2027.

#### **Fiscal Impact**

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

#### **Attachments**

Letter

Inbox

Application

Form Review

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 01/11/2024

Reviewed By **Date** 

Becky Pruitt 01/11/2024 10:41 AM

Started On: 01/09/2024 04:24 PM



January 8, 2024

Judge Bill Gravell Williamson County Courthouse 710 Main Street, Suite 101 Georgetown, TX 78626

The Honorable Judge Bill Gravell and Williamson County Commissioners,

I am requesting the Commissioner's Court approve the appointment of a new board member, Catherine Perry of Round Rock, to the Williamson County Child Welfare Board. If appointed, Ms. Perry's term would start in January 2024 and run through fiscal year 2027. I have included her application for your review.

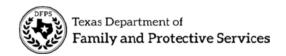
Please place this request for approval of Ms. Perry to the WCCWB on your agenda at your earliest convenience.

Please do not hesitate to contact me if you have any questions. Thank you for your continued support, enabling the board to partner with Williamson County and Child Protective Services to serve the children in foster care from Williamson County!

Sincerely,

K.C.

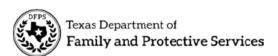
K.C. Bumpas WCCWB President Kcdb1@earthlink.net 512-350-7070



# **VOLUNTEER APPLICATION**

**Purpose:** Use this form to apply to volunteer with the Department of Family and Protective Services (DFPS). **Directions:** Complete this form and submit it to your local volunteer coordinator in person or via mail or email. **Note:** A Social Security number is required to complete this form.

	VOLUNTEER	NFORMATION			
Name (last, first, middle): Hammond-Perry, Catherine Claire	Preferred name: Catie	Date of birth:	Place of b	oirth (city, state):	
Other names or spellings Used (marrie	d, maiden, alias, for	r example:			
First, middle, last Catherine Hammond		·			
☐ No Other Names					
Current address (street_city_state_71)	P code):			County:	
Have you had any other residences in address, city and county, and ZIP code			No If "yes,'	' list them below (street	
Have you lived outside Texas in the past 2 years?  ☐ Yes ☑ No	Driver license. s	tate, and number:		Social Security number:	
Alternate ID #:		☐ Canadian SIN ☐ cy card ☐ State pho		Passport	
Home telephone:	Mobile telephone:		Email addre ammond.ca	ess: atie@gmail.com	
Gender:	Race (check all ap	plicable):	Ethnicity:		
☐ Male	☐ Asian		Hispanie	С	
	American India	n/Alaskan Native	Not His		
	☐ Native Hawaiia	n/Pacific Islander	Unable	to determine	
	Black				
	✓ White				
Unable to determine (or none of the above)					
Organization represented (if applicable	· · · · · · · · · · · · · · · · · · ·	Who referred you to	DFPS?		
Why do you want to volunteer for DFPS	S?				
To promote the wellbeing of children and fam					
Applicable skills:					
11 years experience with DFPS in multiple sta	ages of service, license	ed social worker, organiz	zation, comm	unication, and collaboration.	
Type of volunteer services preferred: Williamson County Child Welfare Board					
Are you willing to receive training for a	nother assignment?	Yes No			

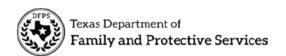


EDUCATION (CHECK HIGHEST LEVEL COMPLETED)					
☐ Elementary school ☐ Middle school ☐ High school ☐ Vocational training ☐ Some college ☐ College ☐ Graduate school					
	Undergraduate    Graduat	te 🔲 Post graduate	e		
University: Sam Houston State University University (graduate degree)	(undergrad) & Texas State	Date of undergrad degree:	uate	Date of graduate degree:	
	ADDITIONAL	LANGUAGES			
Language	Speak	Read		Write	
	☐ Fair ☐ Good ☐ Excellent	Fair Good Excellent	Fair Good Excellen	t	
	Fair Good Excellent	☐ Fair ☐ Good ☐ Excellent	Fair Good Excellen	t	
American Sign Language:	Fair Good Excellent	_			
	PREVIOUS VOLUNT	EER EXPERIENCE			
Organization Position Responsibilities				Responsibilities	
	DATE(S) AND TIM	E(S) AVAILABLE			
Days per week: Any		Hours per week: Any	/		
Comments: Any day of the week, flexible h	ours with preference for after 4	PM. Also available o	n weekends.		



### **ELECTRONIC SIGNATURE FOR VOLUNTEER AGREEMENT**

☑ I understand that I am requesting volunteer placement requiring criminal history and Central Registry chand I authorize DFPS to complete these checks.	ecks,
ightharpoonup I authorize DFPS to run an FBI criminal history check, which requires fingerprinting, if my role will have a to criminal history information.	ccess
☑ I understand that background checks are conducted on annually for DFPS volunteers. I authorize DFPS to conduct a criminal history and Central Registry check each year that I volunteer with DFPS.	)
✓ I understand that children in DFPS care have experienced trauma in their lives.	
ightharpoonup I understand this trauma may manifest itself in extreme behaviors, which include foul language, outburst physical aggression.	s, and
✓ I understand that my signature on this Electronic Signature Acknowledgement form is equivalent to my handwritten signature and is legally binding. An electronic signature has the same validity and meaning as meandwritten signature. I will not, at any time, repudiate the meaning of my electronic signature or claim that electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information profin this document.	t my
Electronic signature of volunteer:  Date signed:	
XC arthur 1 - R 11/01/2023	



CHECKLIST FOR VOLUN	TEER COORDINATORS		
For all volunteers:  Complete volunteer application form and enter informate Check personal references using telephone or mail references. Review Volunteer and Community Engagement Policy H. Select job placement with volunteer. If appropriate, cont. Complete Transportation Form 250c (if transporting or produnteer duty description).  Review duties with volunteer.  Review DFPS Volunteer Guidebook and Work Rules and Review and sign Confidentiality Agreement (Form 251).  Arrange on-the-job and formal training, when appropriate	rence check forms.  Iandbook, sections 4000–8000.  mplete background check.  performing essential driving duties as an official part  Standards of Conduct.		
Instruct volunteers to send you hours worked at the end of each month and enter them into the volunteer management site, VOMO.			
For volunteers with direct client contact or access:  ☐ Conduct criminal history and Central Registry check. ☐ Instruct volunteer to complete online direct-service train found at https://www.dfps.state.tx.us/Community/Voluntee ☐ For volunteer transporters and essentials drivers: Check in accordance with Sec. 8600 of VCE Handbook. ☐ If the volunteer or intern will have access to any crimina check.	er/training.asp. k auto insurance, valid driver license, and driving record,		
For volunteers selected for computer access (see section 5800 of VCE Handbook):  Conduct criminal history and Central Registry check.  If the volunteer or intern will have access to any criminal history information, request fingerprinting for an FBI check.  Completed Non-DFPS Staff Computer Security Agreement (Form 4047).  Schedule volunteer for appropriate computer training.  Complete Move/Add/Change (eMac).			
SUPERVISOR OR VOLUNTEER C	OORDINATOR INFORMATION		
Supervisor name:	Unit/Location:		
Volunteer coordinator name:	Unit/Location:		

## **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024 TPWD Game Warden Lease

Submitted By: Hal Hawes, General Counsel

**Department:** General Counsel

Agenda Category: Consent

#### Information

18.

#### Agenda Item

Discuss, consider and take appropriate action on a Lease Agreement between Williamson County, Texas and the Texas Parks & Wildlife Department, for the property designated as 107 Holly Street, Building 101, Georgetown, Texas 78626, for use by Texas Parks & Wildlife Department Game Warden(s) serving Williamson County.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Lease Agreement TPWD Game Warden

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/17/2024 10:38 AM

Form Started By: Hal Hawes Started On: 01/17/2024 08:20 AM Final Approval Date: 01/17/2024

## LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made between Williamson County, Texas, a political subdivision of the State of Texas, hereafter called "Lessor", and the Texas Parks & Wildlife Department, and agency of the State of Texas, hereafter called "Lessee".

The parties agree as follows:

**AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY.** The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the commercial property described below:

That certain commercial property designated as 107 Holly Street, Building 101, Georgetown, Texas 78626, being an office building containing approximately 800 square feet, as located and depicted in Exhibit "A", which is attached hereto and incorporated herein by reference (the "Leased Premises").

#### I. TERMS OF LEASE.

- **A. Initial Term.** The initial term of this Lease shall be a period of one (1) year commencing on February 1, 2024 ("Commencement Date"), and ending on midnight on January 31, 2025 ("Initial Term").
- **B.** Extension Terms. Following the Initial Term, the Lease shall automatically renew for one (1) year terms for up to <u>four (4)</u> additional and separate annual terms, unless otherwise terminated as set out herein (each separate extension being referred to as an "Extension Term" and multiple extensions being collectively referred to as "Extension Terms"). Each new Extension Term shall begin on the expiration of the Initial Term or the expiration of the prior Extension Term, whichever the case may be. All terms, covenants, and provisions of this Lease shall apply to each Extension Term. The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of <u>five (5) years</u>.
- II. RENTAL. The rental for this Lease shall be Lessee's provision of public services in the form of a comprehensive law enforcement program in and around Williamson County to protect its wildlife, other natural resources, and environment, as well as provide safe boating and recreational water safety on public waters by ensuring compliance with applicable state laws and regulations.
- III. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required for use of the Leased Premises by Lessee and which are not provided by Lessor. Such utility services shall include but not limited to electricity, telephone, IT communication services, alarm monitoring systems, television, and trash collection. Lessee acknowledges that there are not any water or wastewater/sewer services provided or available to the Leased Premises. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities required by Lessee at the Leased Premises. Lessor maintains and provides an eight cubic yard garbage container adjacent to the Leased Premises for garbage services and collection.

#### IV. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

- A. To provide the rent and public benefit for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a law enforcement agency office; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.
- **B.** To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.
- C. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. At Lessee's option, Lessee may maintain a, at Lessee's cost, broad coverage fire and casualty insurance on its property. The Lessee assumes the risk of loss on all contents of the Lessed Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor. Lessee's insurance, if any, shall be primary as to any other existing, valid, and collectible insurance Lessor may carry, if any.
- **D.** In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.
- **E.** To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.
- **F.** To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.
- **G.** Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair, if any, under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee's discovery of items in need of repair.

H. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, state, federal and local accessibility legal requirements, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with such legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred for any required alterations shall be borne solely by Lessee and all alterations shall comply with the terms of this Lease.

#### V. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

- **A.** To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.
- **B.** If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.
- **C.** To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.
- **D.** At Lessor's expense, Lessor shall perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system, which are not due to Lessee's negligence and/or failure to keep the heating and air-conditioning and septic or sewer system in good operating condition.
- VI. **DEFAULTS BY LESSEE.** In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:
- **A.** Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or
  - **B.** institute action in a court of competent jurisdiction to terminate this Lease and sue

for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

- c. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or
- **D.** terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Thirtieth (30<sup>th</sup>) day after such notice is given (the "Termination Date") and Lessee shall within such Thirty (30) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

- VII. **DEFAULTS BY LESSOR.** Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.
- VIII. VOLUNTARY TERMINATION. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease.
- IX. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.
- X. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by

this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. No waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

#### XI. LIMITATIONS OF WARRANTIES.

#### TO THE EXTENT ALLOWED BY LAW:

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

#### XII. CONDEMNATION.

To the extent allowed by law:

If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty Five (45) days following such taking or sale without liability to the Lessee.

XIII. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Williamson County Facilities Director 3101 S. E. Inner Loop Georgetown, Texas 78626 Phone: (512) 943-1599

Fax: (512) 930-3313

Email: facilities@wilco.org

For all requests for services or repairs which Lessor is obligated to provided and perform under this Lease, Lessee shall contact:

> Williamson County Facilities 3101 S. E. Inner Loop Georgetown, Texas 78626 Daytime Phone: (512) 943-1599 After Hours Phone: (512) 943-1389 or

(512) 943-1390

Fax: (512) 930-3313

Email: facilities@wilco.org

**XIV. NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge

710 South Main, Ste. 101 Georgetown, Texas 78626

LESSEE: At the address set forth below the Lessee's signature block

herein below

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

**XV. GENDER, NUMBER AND HEADINGS.** Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

**XVI. PLACE OF PERFORMANCE.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

**XVII. TERMS INCLUSIVE.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

**XVIII. SEVERABILITY.** If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

XIX. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters 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.

**XX. ASSIGNMENT.** Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

**XXI. NO INDEMNIFICATION BY LESSOR.** Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

**XXII. ENTIRE AGREEMENT.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

#### **LESSOR:**

#### WILLIAMSON COUNTY, TEXAS

Ву:	
Printed Name:	
Representative Capacity:	
Date:	. 20

# LESSEE:

Austin

## TEXAS PARKS & WILDLIFE DEPARTMENT

By: Amber Paus	
Printed Name: Amber Davis	
Representative Capacity: Purchaser, CTCD/CTCM	Type text here
Date: January 09 , 20 24	
Address for Notice: Texas Parks and Wildlife	
Purchasing and Contracting	
1200 Smith School Rd	

Texas 78744

# Exhibit "A"



#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

Orphan Kitten Investment

Submitted By: Misty Valenta, Animal Services

**Department:** Animal Services

Agenda Category: Consent

#### Information

19.

#### Agenda Item

Discuss, consider, and take appropriate action on an investment from the Orphan Kitten Club.

#### **Background**

The Orphan Kitten Club has selected the Williamson County Regional Animal Shelter with a \$8,000 investment to provide specialized medical care to kittens.

#### **Fiscal Impact**

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

#### **Attachments**

Orphan Kitten Investment

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/10/2024 10:45 AM

Form Started By: Misty Valenta Started On: 01/04/2024 04:48 PM

Final Approval Date: 01/10/2024



#### Congratulations!

Orphan Kitten Club (OKC) is thrilled to support your lifesaving efforts by investing **\$8,000** in your organization in response to your Mightycat Individual Kitten application for three kittens identified as grant numbers: **ID-291**, **ID-292**, and **ID-293**.

Funds will be distributed directly to **Williamson County Regional Animal Shelter** for the care of **Denny, Max, and Present.** 

#### **REQUIREMENTS:**

By accepting this grant award, you represent and warrant that your organization will:

- Use all funds for lifesaving purposes as outlined in your proposal for the care of **Denny**, **Max**, and **Present**
- Announce and celebrate the investment from Orphan Kitten Club.
- Complete follow-up grant reports promptly.
- Allow OKC to use your story, photos, and video clips.
- **Denny, Max, and Present** must be sterilized, properly vaccinated, adopted out, and is not to be de-clawed.

#### **TERMS**:

OKC is NOT responsible for the following:

- Finding a DVM to perform the procedure.
- Finding an adopter for **Denny**, **Max**, and **Present**.
- Funding any other continued care for **Denny**, **Max**, and **Present**.
- The cost of any medical care given before grant approval.
- The cost of any medical treatment after the approved procedure.

#### **AWARD AMOUNT:**

Orphan Kitten Club's funding decisions are made based on multiple factors including our grant budget. Our award amount may be greater or less than the amount you suggested. As long as your use of funds stays focused on lifesaving objectives, you do not need to seek specific approval for each expenditure that deviates from the project description provided in the application. We trust that you



will utilize these funds in the best manner possible to achieve the greatest return for your organization and community.

#### **MUNICIPAL ORGANIZATIONS:**

Municipalities are reminded that, per the certification you agreed to during the application process, funds donated shall not supplant or replace existing government funding, may not be appropriated to the general funds of the municipality, but rather must be utilized and become an additional part of the funding of the animal control sheltering department.

#### **NON-DISPARAGEMENT CLAUSE:**

As a recipient of an Orphan Kitten Club Mightycat Grant, your organization shall not make any oral or written statement about OKC that is intended or reasonably likely to disparage the organization or its members, or otherwise degrade the OKC's reputation in the animal welfare community.

Thank you for all you do for kittens! We look forward to hearing about the amazing lifesaving work you can accomplish with this investment.

Sincerely, Orphan Kitten Club

I have read this document before agreeing to it below, and I fully understand the contents, meaning, and impact of this agreement.

I Agree,		
(Signature & Date)		
Alexis Fine	2:48p	
(Name & Title)		

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024 Petsmart Charities Investment

Submitted By: Misty Valenta, Animal Services

**Department:** Animal Services

Agenda Category: Consent

#### Information

20.

#### Agenda Item

Discuss, consider, and take appropriate action on an investment from Petsmart Charities.

#### **Background**

Petsmart Charities has selected the Williamson County Regional Animal Shelter with a \$75,000 investment in expanding their offsite adoption program, foster program, and spay/neuter partnerships.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Petsmart Charities Agreement

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/17/2024 10:35 AM

Form Started By: Misty Valenta Started On: 01/12/2024 04:13 PM Final Approval Date: 01/17/2024



This Grant Agreement (this "Grant Agreement") is entered into between PetSmart Charities, Inc., an Arizona nonprofit corporation and tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code ("Code"), whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("Charities"), and Williamson County, whose address is 710 S Main St, Georgetown, TX 78626-5703, ("Grantee"). The effective date of this Grant Agreement is upon execution and delivery by both parties, as indicated below.

#### **Section 1 – Grant Purpose and Terms:**

"Grant Funds"	\$75,000.00
"Grant Purpose"	The Grant Funds in the amount of \$75,000 over 12 months will be used to support activities related to preparing animals for adoption. Grant Funds to be used for expenses related to but not limited to veterinary care, staffing, sheltering, supplies, marketing and technology. A minimum of 3500 of total pets to be impacted during the Grant Period.
Distribution Schedule of Grant Funds	Single payment
"Grant Period"	Upon execution through 01/18/2025
"Grant Conditions"	If Grantee wishes to request an extension or amendment to utilize anticipated unspent Grant Funds, the request must be submitted in writing via email to the grant's PetSmart Charities Relationship Manager for approval a minimum of 30 days prior to end of the Grant Period. The request must outline progress to date including rationale for extension, funds expended and remaining, potential usage and timeline for use. Only one extension per grant may be approved and PetSmart Charities reserves the right to consider Grantee ineligible for additional grant funding during an extension. However; organizations that are PetSmart Charites Adoption Partners may continue to accrue Adoption Rewards. The Grantee acknowledges that future operational funding for Grantee and its programs is not guaranteed beyond the date of the Grant Period.
"Impact Report(s)"	Storytelling Report 08/18/2024 Storytelling Report 02/18/2025 Interim Report 08/18/2024 Final Report 02/18/2025
"Grant Acknowledgement"	For PetSmart Charities grants issued in amounts between \$20,000 and \$99,000, Grantee is required to leverage the following materials:  • Distribute press release (a template will be provided) with a quote from a PetSmart Charites spokesperson announcing the recent grant and its purpose to local media outlets. Please e-mail <a href="mailto:PublicRelations@petsmartcharities.org">PublicRelations@petsmartcharities.org</a> for approval. Please also post press release on your organization's web site.

- Add a PetSmart Charities digital badge to Grantee's donor page, linking back to <a href="https://www.petsmartcharities.org">www.petsmartcharities.org</a>.
- Should you require assistance or to confirm completion of these recognition requests, please email: petsmartcharitiesmarketing@petsmartcharities.org
- Include the PetSmart Charities logo on any collateral promoting the PetSmart Charities-funded event, initiative or program. All logo use must be approved by PetSmart Charities via email
  - to petsmartcharitiesmarketing@petsmartcharities.org
- Share announcement news and impact stories about your grant on social media using the sample social posts provided as a guide and tag the appropriate PetSmart Charities channels so we can engage with your posts.
- Grantee is expected to share stories and visual assets (photos/video) showing the impact of your grant with the marketing and PR teams at PetSmart Charities via email: petsmartcharitiesmarketing@petsmartcharities.org

Grantee is required to complete all of the above activities.

Link to templated materials, including a press release, digital badge, door cling and social media

 $templates: \underline{https://petsmartcharities.org/pro/resources/marketing-\underline{support}}$ 

All press releases and marketing materials that incorporate PetSmart Charities' logo need to be approved via email by a PetSmart Charities team member. For all press release or media alert approvals, please e-mail <a href="PublicRelations@petsmartcharities.org">PublicRelations@petsmartcharities.org</a>. For all Marketing approvals, including but not limited to signage, please e-mail <a href="PetSmartCharitiesMarketing@petsmartcharities.org">PetSmartCharitiesMarketing@petsmartcharities.org</a>. Please allow 5-10 business days for approvals.

#### Section 2 – Terms and Conditions

- A. <u>Use of Grant</u>. Grantee agrees that it will not use, and will not allow any of its employees, contractors, volunteers, agents or representatives to use, any funds provided under this Grant Agreement for any lobbying or political activities, any purpose not permitted in Section 501(c)(3) of the Code, or any purpose other than the Grant Purpose during the Grant Period and subject to any Grant Conditions. If the Grant Funds include any in-kind product, Grantee may be required to execute Charities' Donated Goods Addendum. Grantee will immediately notify Charities if it is unable to comply with the terms of this Grant Agreement. If Grantee has previously received any form of grant from Charities, this Grant Agreement is contingent upon successful performance by Grantee under that agreement. If the Grant Funds include the any services or products, such support may be provided directly by Charities or indirectly through a subsidiary, contractor, representative or agent of Charities and Grantee will participate in any specified program, technical assistance, or training within the guidelines, procedures and timelines defined by Charities or its authorized representative.
- B. <u>Acknowledgment of Grant</u>. Grantee will publicly acknowledge this Grant as required by the Grant Acknowledgment. Before making such acknowledgement, however, Grantee will obtain prior written

- approval from Charities (including details such as graphics, layout, copy, media, etc.). Grantee will provide Charities a reasonable amount of time for such review and approval.
- C. <u>Unspent Funds</u>; Failure of Grant Purpose or Conditions. If any Grant Funds are not spent at the expiry or sooner termination of the Grant Period, such unspent funds must be returned to Charities within thirty (30) days following such expiry or termination. Additionally, if Grantee is unable or unwilling at any time during the Grant Period to comply with the Grant Purpose or the Grant Conditions, Grantee will immediately notify Charities.
- D. <u>Modifications to Grant</u>. Any modifications to this Grant Agreement must be in writing and signed by both parties, except the following modifications may be made without a formal amendment if a written request is submitted by Grantee in writing (e-mail is acceptable if acknowledged by the recipient) and approved in writing (including e-mail) by Charities in its sole discretion:
  - 1. Minor adjustments to the Grant Purpose or Grant Conditions that do not materially affect the original intent of the Grant; or
  - 2. Change or extend the Grant Period.
- E. <u>Reporting</u>. Grantee is required to submit the Impact Report(s) to Charities, along with information that indicates how the Grant Funds were spent and such other information as may be reasonably requested by Charities.
- F. <u>Early Termination by the Parties</u>. At any time prior to the end of the Grant Period, either party may terminate this Grant Agreement at any time, with or without cause, upon at least thirty (30) days written notice of such termination to the other party.
- G. <u>Early Termination by Charities</u>. Charities may immediately terminate this Grant Agreement upon written notice to Grantee if Charities determines in its sole discretion that:
  - 1. Grantee has not complied with the Grant Purpose or Grant Conditions;
  - 2. Grantee is the subject of any legal, regulatory or media investigation or is engaged in any action or course that appears to be unprofessional, uncharitable or otherwise inappropriate;
  - 3. Grantee ceases to operate or materially and adversely changes its method of operation, is insolvent, or files for or is the subject of any type of receivership, bankruptcy or similar proceeding;
  - 4. Any representation made by Grantee was not accurate when made or it becomes inaccurate at any time during the Grant Period;
  - 5. Charities finds the results of any audit or inquiry regarding Grantee to be unacceptable;
  - 6. Grantee (or any person or organization linked to or with Grantee) becomes disreputable or is the subject of negative media attention, including social media; or
  - 7. Grantee has not complied with the requirements of any other agreement Grantee has with Charities.
- H. <u>Effect of Termination</u>. Upon termination of this Grant Agreement for any reason, Grantee will return to Charities any unspent portion of the Grant Funds as provided above, and all rights and obligations of the parties will cease, except for any rights and obligations that by their terms survive the expiry or termination of this Grant Agreement.
- I. <u>Additional Actions by Charities</u>. If Charities terminates this Grant Agreement as set forth in Section 2(G) above, or if anytime either during the Grant Period or for two (2) years thereafter, Charities determines in its sole and absolute discretion that the Grant Purpose was not fulfilled or that the Grant Conditions were not satisfied, Charities may (without limiting its other rights or remedies hereunder or at law):

- 1. Withhold any pending or future payments of Grant funds; or
- 2. Require Grantee to provide a full refund to Charities of all previously provided Grant Funds.
- J. License to Grantee. In addition and subject to Section 2(B) above, Charities may provide a paid-up, limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Charities' name and logo ("Marks"), and Grantee will provide any recognition and benefits at the same level provided to other organizations giving Grantee comparable levels of funding. Any materials that include the Marks (or other intellectual property) of Charities, including, but not limited to, any information to be transmitted in electronic or digital format (including e-mail, social media platforms or websites), must be approved by Charities for quality control purposes prior to any printing, distribution, publication or other use (even if such use is the same as or similar to prior approved uses). The Marks may only be used in the exact form, style, font and colors as required by Charities, and Charities may dictate the copyright, trade or service mark indicia that must accompany each use of a Mark. Grantee will endeavor to provide Charities with at least ten (10) business days to review a proposed use of the Marks, and each submission of such proposed use will include the full context (e.g., media, platform, accompanying collateral or materials, etc.) associated with such use. Grantee will not use any Marks without Charities' written approval nor will the Marks be used in a negative light or critical manner. The foregoing limited license may not be transferred, assigned or sublicensed. Charities may immediately terminate this license if Charities, in its sole and absolute discretion, determines Grantee's use of the Marks to be unacceptable.
- K. <u>License to Charities</u>. During the Grant Period, Charities has the paid-up, limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use Grantee's name and logo ("Grantee's Marks"). Grantee's Marks will not be used in a negative light or critical manner. The foregoing limited license may not be transferred, assigned or sublicensed. Charities' use of Grantee's Marks will be limited to use in furtherance of Charities' mission.

Section 3 – Grantee's Representations. As of the date of this Grant Agreement and at all times during the Grant Period, Grantee represents to Charities that:

- A. Grantee is either: an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity identified in Section 170(c)(1) of the Code that will use the grant for exclusively public purposes, or (iii) an "Indian tribal government," as defined under Section 7701(a)(40) of the Code, that is treated as a State under Section 7871 of the Code and that it will use Grant Funds for exclusively public purposes.
- B. Grantee holds and maintains all licenses, permits and registrations necessary or appropriate for its lawful operation and fulfillment of the Grant Purpose and satisfaction of the Grant Conditions.
- C. Grantee is and will remain in compliance with all applicable local, state, tribal and federal laws, regulations and other requirements to which Grantee is subject.
- D. Grantee is not on any United States federal terrorism "watch list" and all Grant Funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.
- E. Grantee agrees that all statements made by Grantee in any application and ancillary materials are true and accurate in all material respects. Grantee agrees to notify Charities promptly in writing of any change regarding the ongoing truthfulness and accuracy of such statements during the Grant Period.

#### Section 4 – Miscellaneous Provisions.

- A. Confidentiality. The parties agree that the terms of this Grant Agreement, except with respect to the Grant Funds, Grant Purpose, Grant Period, and any required Grant Acknowledgement, shall be confidential ("Confidential Information"). The parties agree that, unless otherwise set forth in this Grant Agreement, required by law, or pursuant to the written consent of the other, the parties shall not make each other's Confidential Information available in any form to any third party for any purpose, except to its own directors, managers, officers, employees, representatives, legal and financial advisors, accountants, subcontractors, and other agents (collectively "Representatives") having a "need to know" and who have agreed to be bound by confidentiality obligations no less restrictive than those under this Grant Agreement. Each receiving party agrees to take all reasonable steps required to ensure that Confidential Information is secure and not disclosed, shall be responsible for any breach of this Grant Agreement by any of its Representatives, and, at its sole expense, take all reasonable measures (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Information. The Grantee is a government entity under the laws of the State of Texas and all documents held or maintained by Grantee are subject to disclosure under the Texas Public Information Act. In the event there is a request for Confidential Information, the Grantee shall promptly notify Charities. It will be the responsibility of Charities to submit reasons objecting to disclosure to the Office of the Attorney General of the State of Texas. A determination on whether such reasons are sufficient will not be decided by the Grantee, but by the Office of the Attorney General of the State of Texas, or by a court of competent jurisdiction.
- B. Maintenance of Records and Audit. Grantee agrees to maintain adequate books and records and other financial documents appropriate for its organization related to this Grant Agreement (collectively, "Records"). Grantee will maintain the Records in a manner that Charities (or its designee) may readily determine that all Grant Funds were used exclusively for the Grant Purpose. During the Grant Period and for two (2) years thereafter, Charities or its designee may inspect and audit the Records to determine Grantee's compliance with this Grant Agreement upon at least ten (10) business days prior notice and during normal business hours. Grantee will provide Charities (or its designee) with unfettered access to the Records and will fully cooperate with such inspection or audit. During any such audit or review, Charities may, in its sole discretion, withhold any Grant Funds pending the outcome of the audit or review. Grantee expressly grants permission to Charities or its designee to make inquiries and discuss with, or request documentation from, third parties about Grantee related to Grantee's performance under this Grant Agreement.
- C. <u>Regulatory Compliance Cooperation</u>. Grantee will fully cooperate with Charities and provide Charities with any requested information or documentation related to this Grant Agreement reasonably required by Charities to demonstrate compliance with the requirements of any governmental agency.
- D. <u>Independent Entities</u>. Nothing in this Grant Agreement is intended or will be construed to create any type of partnership, joint venture, employment, franchise or other similar relationship between the parties. The parties agree each party is an independent entity and will be solely responsible for the acts and omissions of its respective officers, agents, employees, and representatives and during and after the term of this Grant Agreement. The parties further agree that there is no explicit or implicit oral or written agreement or understanding that any Charities director, officer or other representative will receive compensation or material benefit in connection with the Grant Funds.
- E. <u>Indemnification.</u> Grantee hereby defends, indemnifies and holds harmless Charities and PetSmart LLC (including their respective affiliates, directors, officers, managers, members, employees, contractors,

representatives, agents, assigns and successors), for, from and against all costs, expenses (including reasonable attorneys' fees and expenses through all appeals), claims, judgments, proceedings, losses, liabilities, damages (including property damage or bodily injury or death) or intellectual property infringement incident to or arising out of Grantee's or any of its employees', contractors', agents', representatives', or volunteers': (a) breach or violation of this Grant Agreement; (b) willful misconduct or negligent act(s) or omission(s); (c) receipt or use of the Grant Funds, or any program or activity of Grantee related to this Grant Agreement; (d) violation of applicable law; or (e) infringement of intellectual property. Notwithstanding the foregoing, this provision shall not be applicable if Grantee is a governmental entity and as such, is prohibited by law from indemnification obligations.

- F. <u>Non-Disparagement</u>. Grantee will not make, directly or indirectly, any negative statements, whether written or oral (including in any digital electronic format) about Charities, PetSmart LLC, or their respective activities, owners, members, managers, officers, directors, or employees. This includes any statement intended, or that could be reasonably expected given its content or context, to harm or that would lead to unwanted or unfavorable publicity.
- G. <u>Equal Opportunity</u>. Grantee agrees that it will not discriminate by reason of race, color, creed, religion, national origin, age, sexual orientation, disability, veteran status, gender, gender identity, marital status or any other legally protected status.
- H. <u>Jurisdiction and Governing Law</u>. With respect to any action or proceeding arising out of or related to this Grant Agreement or otherwise between the parties, the parties hereby agree that they waive jury trial.
- I. <u>Legal Fees</u>. If either party brings any action or proceeding against the other arising under or related to this Grant Agreement, the prevailing party will be entitled to receive its reasonable attorneys', experts', investigation, and other related fees, costs and expenses from the other party. Prevailing party, as used herein, means the party in whose favor a judgment is rendered. Fee awards under this provision are to be made without reference to A.R.S. § 12-341.01(a).
- J. <u>Assignment; Third-Party Beneficiaries</u>. This Grant Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Grantee will not assign, delegate or sublicense, in whole or in part, any of its rights or obligations under this Grant without the prior written consent of Charities, which may be granted, withheld or conditioned in its sole discretion. Nothing in this Grant Agreement is intended or will be construed to give any third party any legal or equitable right, remedy or claim under or with respect to this Grant Agreement, except for a party's permitted successors or assigns.
- K. <u>Survival</u>. The terms and provisions of Section 4(E) above (Indemnification), along with any other terms or provisions of this Grant Agreement that are by their terms intended to survive the expiry or termination of the Grant Agreement, will survive expiry or termination of this Grant Agreement.
- L. <u>Construction</u>. This Grant Agreement will not be construed for or against either party on the basis of which party drafted this Grant Agreement, and each party had the opportunity to review this Grant Agreement with their respective legal counsel (or other professional advisor) to the party's satisfaction.
- M. <u>Notices</u>. Any notice given or required under this Grant Agreement will be in writing and delivered to the respective addresses of the parties set forth above or at such other address as either party specifies in writing. Notices will be deemed received: (a) five (5) days after being sent by certified or registered

mail, postage prepaid, return receipt requested; (b) on the next business day after when sent by overnight delivery with a major overnight courier; or (c) on receipt of confirmation following transmission via electronic mail or facsimile if received on a business day during business hours (otherwise, deemed received the next business day) and if followed by a hard copy sent by using one of the delivery methods in the preceding clauses (a) or (b) of this paragraph.

- N. Waiver; Severability. The failure of either party to insist upon the performance of any term or provision of this Grant Agreement or to exercise any right or remedy will not be construed as a waiver or relinquishment of such party's right to assert or rely upon any such term or right or remedy on any future occasion. If any provision of this Grant Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. If one or more provisions of this Grant Agreement are held to be unenforceable under applicable laws by a court of competent jurisdiction, those provisions will be limited or eliminated to the minimum extent necessary.
- O. Entire Agreement; Execution; Counterparts. This Grant Agreement constitutes the entire agreement and understanding between the parties, and supersedes any and all prior discussions, negotiations or other communications regarding the subject matter hereof. Any waiver or amendment of the terms of this Grant Agreement is binding only if in writing and signed by the authorized representatives of both parties, except as expressly provided herein. The parties each represent that the individuals signing below are duly authorized to execute this Grant Agreement on behalf of the party for which they are signing. This Grant Agreement will not be effective until all information requested by Charities is provided by Grantee and this Grant Agreement is fully executed. This Grant Agreement may be executed by facsimile or electronically (including exchange of scanned signature pages by e-mail), each of which will be deemed an original, and in several counterparts, all of which will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

TO EVIDENCE THEIR AGREEMENT, the parties have executed and delivered this Grant Agreement, all effective as of the last date written below.

"CHARITIES"	"GRANTEE"
PetSmart Charities, Inc. Docusigned by: Heidi Marston	Williamson County
Signature: Heidi Marston	Signature:
Name: Heidi Marston	Name:
Title: Director, Pet Placement Initiatives	Title:
Date:	Date:

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

Authorize Issuing RFP #24RFP28 Financial Services Well Being & Support Services Education for Human

Resources/Benefits Department

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 proposals for Financial Services Well Being & Support Services Education, under RFP #24RFP28.

#### **Background**

Williamson County Human Resources/Benefits Department is requesting proposals for a Financial Services Provider/Vendor to provide Virtual/In Person Financial Coaching Services related to a variety of financial topics for employees and access for employees to an online Financial Portal. Funding source is 01.0885.0885.004996. Point of Contact is Shelley Loughrey.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 01/18/2024 10:35 AM
County Judge Exec Asst. Becky Pruitt 01/18/2024 10:41 AM

Form Started By: Gretchen Glenn Started On: 01/17/2024 01:45 PM

Final Approval Date: 01/18/2024

21.

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

Approval of Purchase of ExpressVote Printers from Election Systems and Software for Elections

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 Quote #202510 from Election Systems & Software for Williamson County Elections to purchase and ship one hundred (100) ExpressVote Printers for the total amount of \$81,590.00, pursuant to BuyBoard Contract #710-23.

#### **Background**

The approval of this purchase will benefit the Williamson County Elections Department with the purchase of ExpressVote printers, one year hardware and software warranty, and shipping and handling. Funding Sources are 01.0100.0492.005742 and 01.0378.0378.005742, as per FY24 budget. The department point of contact is Judith Ritchie. Elections Systems & Software is a publicly-traded company, and no Form 1295 is required.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount
	1 10 00 1101	= 00011611111	1 11110 11110

#### **Attachments**

ExpressVotes Printers Quote

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 01/17/2024 09:34 PM County Judge Exec Asst. Becky Pruitt 01/18/2024 08:40 AM

Form Started By: Misty Brooks Started On: 12/22/2023 09:12 AM

Final Approval Date: 01/18/2024

22.



# Williamson County, Texas Purchase Proposal Quote - Texas BuyBoard Contract # 710-23 Submitted by Election Systems & Software

	Purchase Solution Includes:		
Quantity	Item Description	Unit Price	Extended Price
	Tabulation Hardware		
	ExpressVote Universal Voting System:		
100	ExpressVote Printer (For Printing of ExpressVote Activation Cards)	\$800.00	\$80,000.00
X	1 Year Hardware and Software Warranty		Included
Х	Estimated Shipping and Handling		\$1,590.00
	Total Purchase Solution	<u>-</u>	\$81,590.00

#### Footnotes:

- 1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
- 2. Rates valid for thirty (30) days and thereafter may change.
- 3. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
- 4. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

Approval for Renewal #2 for Warewashing Equipment and Detergent with Auto-Chlor Services LLC for Juvenile

23.

Services 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 #2022195, Auto-Chlor Services, renewal option period 2, for the same terms and conditions as the existing contract, but with a price increase per attached documentation and spreadsheet, with Auto-Chlor Systems, for the 12-month term of 01/29/2024 – 01/28/2025.

#### **Background**

This is the second and final extension of this contract for ware washing equipment and detergent supplies. The Juvenile Service Department has confirmed the vendor met all the County requirements in this contract and requests renewal. Funding Source is 01.0100.0576.004623. The department point of contact is John Pelczar.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Renewal #2 Form and Price Tab
Original Contract 2020
1295 Form Auto-Chlor Services LLC

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator)

Joy Simonton

01/18/2024 09:54 AM

County Judge Exec Asst.

Becky Pruitt

01/18/2024 09:59 AM

Form Started By: Kim Chappius Started On: 01/16/2024 12:01 PM

Final Approval Date: 01/18/2024



# **Summary Agreement for Renewal of Williamson County Contract**

Contract Number:	2022195	Department:	JUVENILE SERVICES		
Vendor Name:	AUTO-CHLOR SERVICE	ES LLC			
Purpose/Intended Use of Product or	Service (summary):				
RENEWAL #1 AUTO-CHLOR SERVICE	S				
Type of Contract:	TERM-CONTRACT	Start Date:	01/29/2024		
Purchasing Contact:	ng Contact: KIM CHAPPIUS End Date: 01/28/2				
Department Contact:	artment Contact: JOHN PELTZER				
<ul> <li>Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached</li> </ul>					
spreadsheet) and same terms and	d conditions as the existing	ng contract.			
PLEASE INCLUDE THE FOLLOWING:					
- COMPLETED 1295 FORM; AND					
- RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.					
• Extend Contract for the 2 <sup>nd</sup> (final) of two (2) one (1) year renewal option periods:					
Renewal Option Period 2 Renewal Option Period 1 Initial Contract Period	JANUARY 29, 2024 – JAN JANUARY 29, 2023 – JAN JANUARY 29, 2020 – JAN	NUARY 28, 2024			
BY SIGNING BELOW, THE PARTIES AG	REE TO THE TERMS OF EX	TENSION SET FORTH A	S STATED ABOVE		
vendor Fluto-Chlor	_	Williamson Coun	ty, 710 Main St., Georgetown, TX 78626		
Name Come (T)	_	Bill Gravell, Jr			
Title <u>Kegional Manager</u>		Williamson Cou	unty Judge		
Signature /	_	Signature			
Date 1-17-24	_	Date	·		

# Auto-Chlor Price Tab

Product	Use	Size	FY20	FY23	FY24	% of Price Increase for	Total Price Increase
Super Red X Detergent	Liquid Detergent	4/1 Gallon Jugs	\$80.00/washes approx. 4000 racks	\$84.00/washes approx. 4000 racks	\$87.00/washes approx. 4000 racks	4%	9%
Rinse Aid	Rinse Additive	4/1 Gallon Jugs	\$90.00/washes approx. 9000 washes	\$96.00/washes approx. 9000 washes	\$106.00/washes approx. 9000 washes	1%	17%
Ultra Lemon Suds (Concentrate)	Manual 3 Comp Detergent	2 x 84.5 oz	\$75.00/washes approx. 135 (5gal) sinks	\$78.00/washes approx. 135 (5gal) sinks	\$78.00/washes approx. 135 (5gal) sinks	N/A	4%
Solution QA Ultra	Ultra Cone 3rd Sink Sanitizer	2 x 84.5 oz	\$47.00/washes approx. 135 (5gal) sinks	\$49.00/washes approx. 135 (5gal) sinks	\$49.00/washes approx. 135 (5gal) sinks	N/A	4%
Neutral M/P Cleaner	Neutral Floor Cleaner	4/1 Gallon Jugs	\$78.00/makes approx. 250 (5gal) mop buckets	\$82.00/makes approx. 250 (5gal) mop buckets	\$83.00/makes approx. 250 (5gal) mop buckets	1%	6%
Auto-Chier	HT-25 w/Booster Single Tank Dishmachine		\$216/monthly	\$240/monthly	\$240/monthly	N/A	11%

<sup>\*\*</sup> Note: Price increase falls with 25% allowed per bid contract\*\*



January 29th, 2020

John J. Pelczar
Director of Operations
Williamson County Juvenile Services
1821 SE. Inner Loop
Georgetown, TX 78626
Tel: 512.943.3204 Fax 512.943.3209

#### SALES AGREEMENT

The following summarizes the agreement between Auto-Chlor Services, LLC and Williamson County Juvenile Services (*further known as the customer*). This is a Sole-Supplier Sales Agreement for three (3) years and includes service and products from Auto-Chlor Services, LLC. After three years, this contract may be extended for two (2) one-year periods if both Parties agree or will continue month to month. Extensions are subject to price increases based on chemical price index cost level.

The following terms and conditions will apply to this Agreement:

#### I. TERMS

Customer agrees to utilize Auto-Chlor's dishmachines and cleaning chemicals for warewashing needs effective January 29th, 2020 through January 29th, 2023 for all existing and future services.

#### II. CONDITIONS

Auto-Chlor Services, LLC will provide the following during the term of the contract:

#### 1. Pricing

The price list for the products is shown Attachment A.

\*Auto Chlor is an active participant in the "Green Initiative" by recycling polyethylene containers when possible, We ask that all 5 gallon containers be returned (If Applicable).

The prices will remain fixed for the entire term of this agreement.

#### 3. Billing

All machine billings will be on a MONTHLY basis and mailed separately and payment will be made to Auto-Chlor within 30 days following the end of each month. Chemical invoices are written at the time of delivery and service every 28 days

#### 4. Training Support

Product in-service and Hazardous Chemical training will be conducted in each facility. In addition to training, each unit will receive a complete SDS kit and bilingual wall charts directly from Auto-Chlor.

#### 5. Routine Service

Auto-Chlor will continue our routine service visits to every facility on a onceevery-28-day-basis minimum. Routine service includes reviewing machine operations and performing adjustments as necessary to obtain the utmost cleanliness of washed items. The Auto-Chlor service representative will review services performed with managers/supervisors on duty at each facility.

#### 6. Emergency Service

Auto-Chlor will provide emergency service 7 days-per-week and 24 hours-per-day for all facilities.

#### 7. Ownership and Equipment

Title to and ownership of all dispensing equipment shall at all times be and remain solely and exclusively to Auto-Chlor. Customer acknowledges that it acquires no ownership, title or other property rights to or in such equipment other than the right to use the equipment as provided in this agreement. The equipment shall at all times remain personal property. Customer shall keep the equipment free from any and all liens, claims, and security interests and shall do or permit no act or thing whereby Auto-Chlor's title or rights may be encumbered or impaired.

Customer agrees that it will not remove, alter, or deface any identifying labels or serial numbers affixed to the equipment. Customer agrees not to remove the equipment or any of its components from the location at which it was installed unless the written permission of Auto-Chlor is first obtained.

### 8. Joint Responsibility

It is the responsibility of both parties to manage chemical usage. If it is determined a location is overusing product, Auto-Chlor Services, LLC will work with personnel to correct the situation (provide additional in-service training, etc). If product overuse continues, Auto Chlor will notify the Director of Operations and ask for assistance in resolving issues.

#### III. TERMINATION

After the three-year term, this Agreement may be renegotiated.

 If Williamson County Juvenile Services ceases operations or no longer operates under Williamson County Juvenile Services, you reserve the right to terminate service to that location without penalty.

#### IV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and insure the benefit of the successors and assigns of the parties hereto, including without limitation, any successor to either party by virtue of acquisition.

AUT	O-CHLOR SERVICES, LLC	CUSTOMER Williamson County Juvenile Services
BY:	Signature) Juml	BY: Signature)
	Daniel Lamb	- John Pelczar BILL GRAVELL Directors of Operations. COUNTY JUPGE
	Branch Ops. Manager - Austin	-Directors of Operations. COUNTY JUDGE
	(Print/Type Name Signed Above)	(Print/Type Name Signed Above)
		February 25, 2020
	DATE	DATE

PRODUCT	USE	SIZE	P	RICE
Super Red X Detergent	Liquid Detergent	4/1 Gallon Jugs	\$80.00	Washes approx. 4000 racks
RINSE AID	Rinse Additive	4/1 Gallon Jugs	\$90.00	Rinses approx. 9000 Washes
Ultra Lemon Suds Concentrate	Manual 3 comp detergent	2x84.5 oz.	\$75.00	Washes approx. 135 (5gal) sinks
Solution QA Ultra	Ultra Conc. 3 <sup>rd</sup> Sink Sanitizer	2x84.5 oz.	\$47.00	Rinse approx135 (5gal) sinks
Neutral M/P Floor Cleaner	Neutral Floor Cleaner	4/1 Gallon Jugs.	\$78.00	Makes approx. 250 5 gal. mop buckets

The following dishmachine programs are;

Manufacture	Model	Cost
Auto-Chlor	HT-25 w/Booster Single Tank Dishmachine	\$216 Monthly

<sup>-</sup>chemicals products to be purchased as needed

### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

L						1011	
	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			
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number: 2023-1001884			
	Fidlar Technologies				100100-		
	Davenport, IA United States			Date F	iled:		
2	Name of governmental entity or state agency that is a party to the	e contract for which th	e form is	04/03/	/2023		
	being filed.						
	Williamson County			04/28/	Acknowledged: /2023		
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided.			the co	ntract, and prov	vide a	
	PFA-2023-01 Property Fraud Alert. A Software System for the Monitoring o	of Land Recordings					
7	1				Nature of	finterest	
4	Name of Interested Party	City, State, Country (	place of busine	ess)	(check ap	plicable)	
					Controlling	Intermediary	
Ηι	utton, Mark	Bettendorf, IA Unite	ed States			X	
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION						
	My name is	, ;	and my date of b	oirth is <sub>-</sub>			
	My address is						
	(street)	(city)	(sta	ate)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	t.					
	Executed inCounty	y, State of	, on the _	da	ay of	, 20	
					(month)	(year)	
		Signature of authorize	ed agent of cont (Declarant)	racting	business entity		

### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

									_
	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		
1	Name of business entity filing form, and the city, state and c of business	country	of the bus	iness entity's p	lace		ate Number:		
	Auto-Chlor Services, LLC					2024-1	112515		
	Jefferson, LA United States					Date Fil	led:		
2	Name of governmental entity or state agency that is a party	to the c	ontract for	which the for	n is	01/16/2	2024		
	being filed. Williamson County					Date Ac	cknowledged:		
	Williamson County						- Indiana de la composition della composition de		
3	Provide the identification number used by the governmental description of the services, goods, or other property to be p	l entity o	or state ag under the	ency to track o	r identify	the con	tract, and prov	ride a	-
	2022195								
	Lease of commercial dishmachines, chemicals for warew	vashing,	, dishwasi	ning, houseke	eping, saı	nitation,	, and laundry		
_		<u> </u>				$\overline{}$	Nature of	interest	-
4	Name of Interested Party	c	ity, State,	Country (place	of busine	ess)	(check ap	plicable)	
						<u>_</u>	Controlling	Intermediary	,
									-
		-				$-\!\!\!+$			_
									-
		+							_
									-
									-
5	Check only if there is NO Interested Party.								
6	UNSWORN DECLARATION								_
	My name is E. Douglas Carlton			, and m	y date of t	oirth is			
						_		_	
	My address is 18772 Amen Corner Court		_, _ Bato	n Rouge	, <u>LA</u>	,	70810	, <u>USA</u> .	
	(street)			(city)	(Sta	ate)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and co	correct.							
	Executed in <u>Jefferson</u> ————————————————————————————————————	<del>County,</del> S	State of	LA	_, on the <u>_</u>	16th day	y of <u>January</u>	, 20 <u>24</u> .	
							(month)	(year)	
			Signature o	of authorized ag	ent of cont	racting h	ousiness entity		
		•	g	(Decla	rant)	. Louing D			

#### **Commissioners Court - Regular Session**

Meeting Date: 01/23/2024

Award of RFP #24RFP3 RFP Williamson County HazMat Response Team Organizational Assessment, Gap Analysis

and Strategic Plan to Emergency Medical Solutions, Inc. for HazMat

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

**Department:** Purchasing **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on awarding RFP # 24RFP3 RFP for Consulting Services for HazMat Response Team Organizational Assessment, Gap Analysis and Strategic Plan to Emergency Medical Solutions, Inc., in the amount of \$71,180.00 and authorize execution of the agreement.

#### **Background**

Williamson County sent out over 14,200 notifications with 69 document takers and received 4 responses. The Fire Marshal Special Operations department was approved in the FY24 budget to engage a third-party consultant to provide an agency evaluation. It is the intent to engage a third-party consultant to provide an agency evaluation and GAP analysis, with a subsequent Strategic Plan for the future delivery of hazardous materials response services within Williamson County. Emergency Medical Solutions, Inc. was the highest rated firm through evaluations and is recommended for award. Estimated budget was \$75,000.00. The funding source is 01.0100.0542.004100 and the point of contact is Hank Jones.

#### **Fiscal Impact**

From/To Acct No. Description Amount				
Transfer Tra	Amount	Description	Acct No.	From/To

#### **Attachments**

Service Agreement

Scoring Sheet

Recommendation Letter

Form 1295 Emergency Medical Solutions

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 01/18/2024 10:32 AM County Judge Exec Asst. Becky Pruitt 01/18/2024 10:42 AM

Form Started By: Johnny Grimaldo Started On: 01/17/2024 08:23 PM

Final Approval Date: 01/18/2024

24.

### WILLIAMSON COUNTY SERVICE CONTRACT

(Emergency Management 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 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 Emergency Management Solutions, 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.

<u>Services</u>: 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 the attached Proposal being marked as **Exhibit "A,"** which is incorporated herein the to extent the Proposal meets or exceeds the requirements of County's solicitation.

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

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

II.

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

defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **Six (6) Months** after the Effective Date, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

<u>Consideration and Compensation</u>: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Seventy-One Thousand One Hundred Eighty Dollars (\$71,180.00).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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.

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.

V.

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

#### VI.

<u>Foreign Terrorist Organizations:</u> 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.

#### VII.

<u>Damage to County Property</u>: 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.

#### VIII.

<u>Media Releases:</u> 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.

#### IX.

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.

#### X.

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 shall include the following:

- A. The County's solicitation documents for 24RFP3 Williamson County HazMat Response Team Organizational Assessment, Gap Analysis and Strategic Plan for HazMat;
- B. As described in the attached Proposal, and being marked Exhibit "A;" and
- C. Insurance certificates evidencing coverages required herein above.

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

this Contract.

#### XI.

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

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

WILLIAMSON COUNTY:	SERVICE PROVIDER:
	Unified Services Consulting Group, LLC
Authorized Signature	Vame of Service Provider Joseph J., Leonard, Jr
County Judge/Presiding Officer	Authorized Signature
Date: , 20	Joseph J. Leonard, Jr.
	Printed Name
	Date: 12 JAN , 20 24

### Exhibit "A" Proposal



# Hazardous Materials Response Team Organizational Assessment, Gap Analysis, and Strategic Plan

for

# Williamson County Texas Fire Marshal Special Operations Department

Emergency Management Solutions, Inc.

DBN: 117441793

Federal Tax ID: 84-5044669

#### Confidentiality Notice:

This proposal is a private document issued in strict confidence. It must not be copied or loaned to any third party nor the information therein be so reproduced, copied, loaned or transmitted by any means in whole or in part, otherwise that for the purpose described in any accompanying documentation without the prior written consent of Emergency Management Solutions. All rights reserved.

1.0	EXECUTIVE SUMMARY	3
2.0	SCOPE OF WORK	3
3.0	COMPANY BACKGROUND AND TECHNICAL CAPABILITIES	4
4.0	PROJECT TEAM	7
5.0	PLAN OF ACTION AND MILESTONES, CLIENT SUPPORT AND ASSUMPTIONS	9
6.0	COST ESTIMATE	12

#### 1.0 EXECUTIVE SUMMARY

Williamson County Texas Fire Marshal Special Operations Department (County) requested Emergency Management Solutions, Inc. (EM-Sol) to submit a proposal to conduct an Organizational Assessment, Gap Analysis, and Strategic Plan for their county Hazardous Materials Response Team. The County is seeking to have an evaluation utilizing current industry best practices, along with relevant State and Federal mandates from a variety of organizations that develop consensus standards for hazardous materials responses. The evaluation will be conducted by subject matter experts and consultants with vast experience in the delivery of hazardous materials first response.

Our proposal describes the: 1) Scope of Work, 2) Company Background and Technical Capabilities, 3) Project Team, 4) Cost Estimate, and 5) Client Support and Assumptions.

#### 2.0 SCOPE OF WORK

The scope of work for this project is to conduct an Organizational Assessment, Gap Analysis, and Strategic Plan for their county Hazardous Materials Response Team. The goal of the assessment is to provide a report that defines, supports, modernizes, and streamlines the day-to-day operations of the Team in a way that is financially sustainable and effective.

The major project tasks to be completed for this project are:

Task-′	1: Conduct a Hazardous Materials Response Team Organizational Assessment.
	Comprehensive evaluation of the Williamson County Hazardous Materials Response
	Team (plans, training, resources, capabilities, and facilities).
	Review of each component of the entire service delivery model, department regulations and policies, management and administration, and fire department facilities and staffing models.
	Assess current conditions found to exist, projections for future growth, and alternative options for operations and deployment, legal responsibility and liabilities, logistics and capital equipment, durable equipment, and disposable supplies.
	2: Prepare a Comprehensive Gap Analysis of the Williamson County Hazardous Materials nse Team
	Review current emergency operations plans, Williamson County policies and procedures, current Hazardous Materials Response Team Standard Operating Guides/Procedures, and After-Action Review/Improvement Plans (last five years),
	Recommendations to sustain or enhance current HazMat response team services over the next 5 to 10 years or explore alternative options to the current delivery model
Task-3	3: Develop a Hazardous Materials Response Team Strategic Plan
	Provide strategic-level recommendations to sustain, support, and/or enhance current HazMat response team services over the next 5 to 10 years or explore alternative options to the current delivery model

The review will meet the following requirements: Evaluate the current deployment model and team level and provide an analysis of the updated requirements needed to meet what is required to provide a cost-effective, scalable, deployment and response model for the current and future needs of the participating agencies. This will include vehicles, staffing, and tools. Evaluate the staffing and deployment of resources in the proposed regional response team model. The baseline recommendation will be anchored off the deployment of team member (technician) numbers currently in the system, as well as other potential staffing model(s) and technician numbers if a developed model suggests other approaches. The Standard of Care that will be used to benchmark the current program will be NFPA 470 Hazardous Materials/Weapons of Mass Destruction Standard for Responders. This will include Hazardous Materials Technician, Hazardous Materials Officer, and Hazardous Materials Incident Commander. Note: NFPA 470 (2022 Edition) represents a consolidation of NFPA 472, NFPA 473, and NFPA 1072 into a single standard. The following process will be used to develop and approve the final report to the Williamson County Fire Marshal Special Operations Department (County): ☐ A working draft will be submitted to the County (WCFMSOD) with a 30-day turn-around timeline for review and comment. If feedback warrants a video conference call to resolve major issues with the report, a read ahead document will be submitted to the County that summarizes the major issues prior to the conference call. ☐ A second draft report will be submitted and the County will have a two week turn-around time to make final changes. ☐ The final report will be submitted to the County. COMPANY BACKGROUND AND TECHNICAL CAPABILITIES 3.0 Emergency Management Solutions, Inc. has extensive experience managing prevention, protection, mitigation, response, and recovery activities for public and private sector clients. Our highly trained personnel bring different experiences and core competencies that make Emergency Management Solutions unique in our ability to deliver our clients options for integrated services, including: ☐ Emergency Response Team Operational Readiness Reviews □ National Incident Management System Training ☐ Crisis Management Seminars ☐ Crisis Communications Training ☐ Hazardous Materials Response Planning and Training

☐ Training Program Curriculum Design and Evaluation

□ Shipboard Firefighting for Land-Based Firefighters

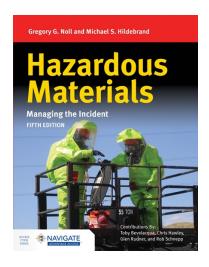
□ Marine Transportation Security Act Training

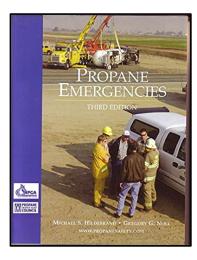
□ Active Shooter Training

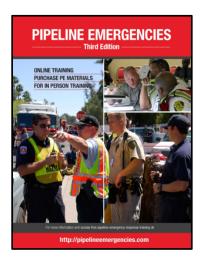
□ Incident Investigation Training

Contingency Planning Exercises Design/Development/Facilitation (HSEEP and/or PREP compliant) Risk Assessment/Management
rn more about our capabilities go to www.emergencymanagementsolutions.com.
t examples of projects that we have completed that are similar to the proposed Williamson Fire Marshal Special Operations Department project include:
Southeast Washington Special Operations Group (SWSOG) (2023): Conducted a review of the Regional Hazardous Materials Response Team capabilities. The goal of the assessment was the current program against national standards and provide a report that better defines, supports, modernizes, and streamlines the day-to-day operations of the team. Emergency Management Solutions identified several major program strengths and areas for improvement in the current SWSOG Hazardous Materials Response Team program.
Harris County, Texas Multi-Agency Coordinating Group Gap Analysis (2019): Developed a comprehensive report that detailed gaps in plans, resources, training, capabilities, and facilities for the third largest County in U.S. following several high-profile hazardous materials incidents. The final report addressed needs for the Harris County Fire Marshal's Office, Office of Homeland Security and Emergency Management, Public Health Department, Pollution Control Department, Sheriff's Office, and eight Constable Precincts. This study resulted in 40 of the 47 recommendations adopted by Harris County Commissioners' Court within eight weeks of the report's submission.
Virginia Department of Emergency Management (2016): Developed a strategic plan for the Virginia Department of Emergency Management (VDEM) Regional Hazardous Materials Emergency Response Program. The project involved on-site inspection of 13 state Regional Hazardous Materials Teams across the state and interviewing 80 managers, team members, and instructors. The report focused on a financial analysis of future program needs totaling \$65 million (50% vehicles, 25% operations and training, and 25% equipment and tooling).

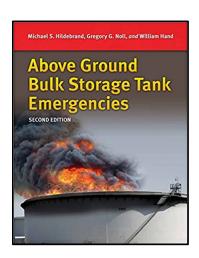
Emergency Management Solutions senior consultants includes several nationally acclaimed authors of hazardous materials response textbooks that have been adopted by State Fire Training agencies as their standard textbook.

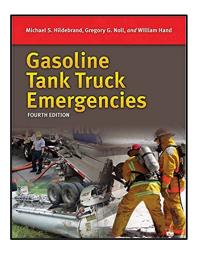


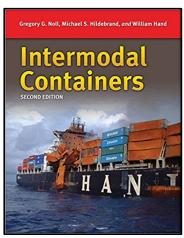




- *Hazardous Materials: Managing the Incident, 5<sup>th</sup> Edition* by Gregory Noll and Michael Hildebrand (2023). This textbook has been in print for 34 consecutive years.
- Propane Emergencies, 3<sup>rd</sup> Edition by Michael Hildebrand and Gregory Noll
- Pipeline Emergencies, 3<sup>rd</sup> Edition by Michael Hildebrand and Gregory Noll







- Above Ground Bulk Storage Tank Emergencies, 2<sup>nd</sup> Edition by Michael Hildebrand, Gregory Noll, and William Hand
- Gasoline Tank Truck Emergencies 4<sup>th</sup> Edition by Michael Hildebrand, Gregory Noll, and William Hand
- Intermodal Containers, 2<sup>nd</sup> Edition by Gregory Noll, Michael Hildebrand, and William Hand

#### 4.0 PROJECT TEAM

The team members proposed for this project have held leadership roles in forming and managing hazardous materials response teams and have extensive experience in developing and conducting all levels of emergency responder training. They include but are not limited to:

# Project Manager: Joseph J. Leonard, Jr., MEP, MCP, CEM, CHPP, CPE Vice President—Chief Operating Officer, Emergency Management Solutions

Commander Joe Leonard is a nationally recognized emergency responder, incident manager, and trainer with over forty years of United States Coast Guard, United States Army, volunteer municipal fire service, and private-sector experience responding to natural disasters, oil spills, hazardous materials releases, marine fires, mass rescue operations, mass care and shelter events, national special security events, and maritime homeland security events. As a Principal Consultant with the PENTA Consortium, Commander Leonard served as the Project Manager for the Harris County (Texas) Multi-Agency Gap Analysis.

He chairs the Greater Harris County Local Emergency Planning Committee and is an active member of the U.S. Coast Guard Auxiliary where he serves as a Division Commander, District Staff Officer-Emergency Management, and Flotilla Staff Officer-Public Education. He serves on the Planning Committee for the Hot Zone Hazardous Materials Conference; on the Preparedness Leadership Council and Journal Editorial Board; and is past the Chairman of the Public-Private Partnership Committee of the International Association of Emergency Managers.

He is an active member of several professional organizations, including the International Association of Emergency Managers, National Emergency Management Association, Emergency Management Associations of Texas and Tennessee, ASIS, the National Fire Protection Association, the Global Society for Homeland and National Security Professionals, and the Historical Miniatures Gaming Society. He is a life member of the United States Naval Institute, the Navy League of the United States, the All-Hazards Incident Management Teams' Association, and the National Rifle Association.

Commander Leonard's military awards include two Coast Guard Auxiliary Meritorious Service Medals, four Meritorious Service Medals, eight Coast Guard Commendation Medals, the Army Commendation Medal, the Department of Transportation 9-11 Medal, seven Coast Guard Achievement Medals, two Army Achievement Medals, six Coast Guard Commandant's Letter of Commendation Ribbons, and numerous unit awards. He is authorized to wear the Coast Guard Marine Safety Professional Pin, Coast Guard Aviator Wings, the Army Parachutist Badge, and the Army Air Assault Badge. He was awarded the Marshall Kraemer Distinguished Service Medal and Humanitarian Service Medal by the Harris County Fire Marshal in 2012. Commander Leonard received the Hot Zone Hazardous Materials Conference's "Benny Howard Diamond Award" in 2015. He was recognized with the prestigious U.S. Navy League's Captain David H. Jarvis Award for Inspirational Leadership and was named a Fox News "Power Player of the Week" on 11 September 2005 for his services as the FEMA-designated Area Commander-Houston Area Mega-Shelter Operations following landfall of Hurricane Katrina.

He has a Bachelors Degree in History from the Virginia Military Institute and a Master's Degree in Engineering Technology from Murray State University. He is certified through the US Coast Guard as a Type-2 Incident Commander, Type-1 Planning Section Chief, Type-2 Operations Section Chief, and Type-3 Liaison Officer. He holds certifications as a Master Exercise Practitioner (FEMA), Master Continuity Professional (FEMA), Certified Emergency Manager International Association of Emergency Managers), Certified Homeland Protection Professional (National Sheriffs' Association, and Certified Port Executive (McDonnel Group).

# Deputy Project Manager: Robert Bradley Vice President—Chief Administrative Officer, Emergency Management Solutions

Chief Bradley has worked in the fields of Firefighting, Administration and Hazardous Materials Emergency Response since 1976. He worked up through the ranks from Firefighter, Lieutenant, Captain, Interim Chief and Deputy Chief, and retired as a Battalion Chief for the Middletown Fire Department (Connecticut) in December 2008. He served as the Commander of the MFD Dive Rescue Team, Marine Unit and HazMat Response Teams. He also served as the Middletown Fire Department's Emergency Operations Center representative. His certifications include: Incident Safety Officer, Confined Space, Technical Rescue, NIMS ICS, Hazmat Technician, Fire Officer 1 and 2, CAMEO, CoBRA, Fire Service Instructor 1 and 2. Chief Bradley served as Safety Officer for Connecticut's participation in the TOPOFF 3 exercises.

He is a past Chairman of Middletown's LEPC Emergency Planning and Response Subcommittee. He has conducted hazard analysis activities and developed Regional Emergency Planning databases. He is a former Chief Instructor of Hazardous Materials and CAMEO for the Connecticut Fire Academy. He is a nationally certified Fire Service Instructor and a NOAA/EPA certified instructor for CAMEO™ and ALOHA™ and has conducted training across the United States and US Territories. Chief Bradley is a Senior Instructor for the National Center for Biomedical Research and Training with Louisiana State University providing expertise in CAMEO and Emergency Response Training. He also served as an Adjunct Instructor for Texas A&M Engineering Extension Service, providing expertise in Critical Infrastructure Protection and Threat and Hazard Identification and Risk Assessment. He provides emergency response and emergency management training and consulting in areas such as HazMat and firefighting services to responders in government and industry. In 2017, Chief Bradley received the coveted Hot Zone Hazardous Materials Conference "In the Zone" Award.

Chief Bradley was involved in a wide array of projects including service as the Deputy Project Manager for the Harris County (Texas) Multi-Agency Gap Analysis. He is a trained Finance Section Chief and has served on major incidents (Type-1 or Type-2 incidents) as a Finance Section Chief, Operations Section Chief, and Situation Unit Leader. He is an active member of the US Coast Guard Auxiliary. Chief Bradley has an AS Degree in Fire Technology and Administration from Hartford State Technical College in 1985. He is finishing his BS Degree in Public Safety Administration at Charter Oak University.

# Technical Content Specialist – Glen Rudner – Master Consultant, Emergency Management Solutions (Texas Division)

Mr. Rudner has 32 years of experience in hazardous materials emergency response. He served as the Environmental Operations Manager and Hazardous Materials Compliance Officer for the Norfolk Southern Railroad. Prior to joining Norfolk Southern he served as the General Manager – CIRG at the Transportation Technology Test Center in Pueblo, Colorado. He served as the Hazardous Materials Compliance Officer for 12 years with the Commonwealth of Virginia where he responded to hundreds of emergencies in the Northern Virginia, Washington, D.C. metro area. He is the current Secretary, National Fire Protection Association NFPA 470 Technical Committee on Hazardous Materials/Weapons of Mass Destruction. He is a founder and Co-Chairman of the Ethanol Emergency Response Coalition. He holds an Associate degree of Applied Science: Liberal Arts, Westchester Community College.

#### Technical Content Specialist – Tommy Cameron Senior Consultant, Emergency Management Solutions (Texas Division)

Tommy Cameron has over 35 years Management and Consulting experience in Refinery Operations, HAZMAT, Emergency Response and Safety, including leadership as a HAZMAT / Fire Department Safety Chief. Tommy's Operations extensive experience includes fluidized bed, fixed bed, hydro-processing and environmental unit operations.

Leadership capabilities were exhibited training and managing First Line Supervisors, as well as mentoring/coaching Plant Operators. His training and coaching responsibilities spanned all facets of refinery operations and safety (e.g. reliability centered operations, flawless operations and federally mandated safety & operations training).

During his active role as a Chief Safety Officer and HAZMAT Section Safety Chief in industrial and municipal settings, he had direct responsibility for the development, training and implementation of the field safety program with established Standard Operating Procedures.

He currently maintains Firefighter II, Industrial Emergency Response Specialist, Fire Service Instructor and other certifications.

His activities as a Senior Consultant have been focused in operations excellence, to include coaching, training, and mentoring field operators, maintenance craft personnel and management in developing a reliability mindset, revision and documentation of standard Operating Procedures for both normal and emergency operations, turnaround process and procedure development, and Planning Process and Operating Manual development.

# 5.0 PLAN OF ACTION AND MILESTONES, CLIENT SUPPORT AND ASSUMPTIONS

#### **Plan of Action and Milestones**

The scope of work for this project is to conduct, develop, and document an organizational assessment, gap analysis, and strategic plan for the Williamson County Hazardous Materials Response Team.

A recommended schedule (milestones) is provided. Specific schedule will be approved by the Williamson County Point of Contact prior to beginning of any work.

#### Plan of Action

Task	Description / Notes				
1	Conduct a Hazardous Materials Response Team Organizational Assessment.				
	Overview:				
	☐ Comprehensive evaluation of the Williamson County Hazardous Materials				
	Response Team (plans, training, resources, capabilities, and facilities)				
	<ul> <li>Review of each component of the entire service delivery model</li> </ul>				
	□ Review department regulations and policies				
	□ Review management and administration				
	<ul> <li>Assess current conditions found to exist, projections for future growth, and alternative options for operations and deployment</li> </ul>				
	Assess legal responsibility and liabilities				
	<ul> <li>Assess logistics and capital equipment, durable equipment, and disposable supplies</li> </ul>				
	□ Review of fire department facilities and staffing models				
	Logistical Service and Support:				
	□ Supplies and Copy Services				
	□ Travel, Lodging, Meals and Incidentals				
	Personnel Requirements:				
	☐ Five (5) Consultants				
	□ 10 Man Days				

	<u>Deliverables</u> :							
	<ul> <li>Hazardous Materials Response Team Organizational Assessment</li> </ul>							
	□ Updated Plan of Action and Milestones							
2	Prepare a Comprehensive Gap Analysis of the Williamson County Hazardous							
	Materials Response Team							
	Overview:							
	Review current emergency operations plans, Williamson County policies and							
	procedures, current Hazardous Materials Response Team Standard							
	Operating Guides/Procedures, and After-Action Review/Improvement Plans							
	(last five years),							
	□ Recommendations to sustain or enhance current HazMat response team							
	services over the next 5 to 10 years or explore alternative options to the							
	current delivery model							
	Logistical Service and Support:							
	□ Supplies and Copy Services							
	□ Travel, Lodging, Meals and Incidentals							
	Personnel Requirements:							
	☐ Five (5) Consultants							
	□ 15 Man Days							
	<u>Deliverables</u> :							
	<ul> <li>Hazardous Materials Response Team Gap Analysis</li> </ul>							
	□ Updated Plan of Action and Milestones							
3	Develop a Hazardous Materials Response Team Strategic Plan							
	<u>Overview</u> :							
	□ Provide strategic-level recommendations to sustain, support, and/or enhance							
	current HazMat response team services over the next 5 to 10 years or							
	explore alternative options to the current delivery model							
	Logistical Service and Support:							
	□ Supplies and Copy Services							
	☐ Travel, Lodging, Meals and Incidentals							
	Personnel Requirements:							
	☐ Five (5) Consultants							
	☐ 15 Man Days							
	<u>Deliverables</u> :							
	□ Hazardous Materials Response Team Strategic Plan							
	□ Updated Plan of Action and Milestones							
	☐ Final Invoice							
4	Provide additional Emergency Management consulting to meet client needs not							
	covered elsewhere within this proposal.							
	Overview: This is an additional service that addresses items not covered elsewhere							
	within this proposal. All work will be approved in writing by Williamson County prior to							
	the initiation of any additional work. <u>Logistical Service and Support</u> :							
	□ TBD, based on specific work requirements							
	Personnel Requirements:							
	☐ TBD, based on work requirements							
	Deliverables:							
	☐ TBD, based on work requirements							
1	- 155, bacca on work requirements							

#### **Milestones**

The following is a proposed schedule that will be modified to meet the current and emerging needs of Williamson County.

Took		Mont	hs Following	Contract App	roval	
Task	1	2	3	4	5	6
1						
2						
3						
4	TBD (based on need)					

**Emergency Management Solutions Point of Contact** 

POC: Joseph J. Leonard, Jr.

Title: Vice President / Chief Operating Officer

Address: 4306 Evergreen Elm Court

Houston, TX 77059

Phone Number: (281) 992-7568

E-Mail: Joseph.J.Leonard@emergencymanagementsolutions.com

Website: www.emergencymanagementsolutions.com

#### **Client Support**

Emergency Management Solutions requests the following from Williamson County to support this proposal:

- □ A single Point of Contact to represent the interests of Williamson County, facilitate introductions, and support training activities.
- □ Electronic copies of Emergency Operations Plans, Standard Operating Procedures/Guides, After-Action Reviews and Improvement Plans (last five years), and other relevant documentation to facilitate the work of this proposal.
- Access to Williamson County personnel and facilities to facilitate the work of this proposal.

#### **Assumptions**

- Emergency Management Solutions Vice President and Chief Operating Officer Joseph J.
   Leonard, Jr., will serve as Emergency Management Solutions Project Manager.
- Emergency Management Solutions Vice President and Chief Administrative Officer Robert Bradley will serve as Emergency Management Solutions Deputy Project Manager.
- The solicitation states that Williamson County desires that this program completed within 16-24 weeks. it is the intention of Emergency Management Solutions to be extremely diligent so as to complete the project as soon as possible following award of the contract.
- □ Change orders provided to Emergency Management Solutions after the signing of the project contract may result in additional charges above and beyond those specified in this proposal. All change orders will be in writing (e-mail is acceptable).
- □ Emergency Management Solutions will work closely with Williamson County to effectively address impacts of situations beyond the control of the city, such as emerging pandemic issues, weather-related issues, wildfires, etc.

There are no Emergency Management Solutions personnel with any conflicts of interest
regarding this project. Any questions or concerns arising following the awarding of this
contract will be immediately addressed by Emergency Management Solutions to the
satisfaction of Williamson County.

This business is not certified as a woman or minority-owned business. Emergency Management Solutions has made a good faith effort towards the inclusion of MWSB firms in response to this solicitation. If it should become necessary to contract some portion of the work at a later date or to obtain materials or services in conjunction with this solicitation, Emergency Management Solutions will notify the Williamson County Point of Contact and implement good faith efforts to provide equal opportunities to MWSBs.

This is a fixed price contract. Emergency Management Solutions will submit invoices against a purchase order upon completion of the following milestones: \$21,500.00 upon completion of Task-1; \$21,500.00 upon completion of Task-2; and \$21,500.00 upon completion of Task-3 and acceptance of the final report. All expense reimbursements will be submitted in accordance with the Williamson County Vendor Reimbursement Policy.

Work will not begin on the project until a purchase order has been issued by the managing government agency.

Terms of payment will be in accordance with the Texas Prompt Payment Act Compliance.

Any change in the scope of work or deliverables beyond the objectives and tasks described in this proposal will be considered a <u>Change Order</u>.

#### 6.0 COST ESTIMATE

The total fixed price to complete Tasks 1-3 for this project is \$71,180.00. This includes labor, profit, administrative costs, travel and lodging expenses. Meals are based on U.S. Government GSA rates for 2023.

Item	Description	Cost
1	Task-1: Conduct a Hazardous Materials Response Team Organizational Assessment.	\$21,500.00
2	Task-2: Prepare a Comprehensive Gap Analysis of the Williamson County Hazardous Materials Response Team	\$21,500.00
3	Task-3: Develop a Hazardous Materials Response Team Strategic Plan	\$21,500.00
5	Travel and Incidental Expenses	\$6,680.00
	Total Cost	\$71,180.00

Upon acceptance of this proposal, you will receive a contract provided by our Business Administrator (Linda.Socks@em-solutions.com) for signature or authorization. Please provide a Purchase Order Number when returning the contract.

If you have any questions, do not hesitate to contact me at (281) 992-7568 or Joseph.J.Leonard@emergencymanagementsolutions.com.

Respectfully submitted on 7 November 2023.

Joseph J. Leonard Jr., MEP, MCP, CEM, CHPP, CPE Vice President / Chief Operations Officer Emergency Management Solutions, Inc.

Joseph J., Leonard, Jr.

**Approved on behalf of Williamson County Fire Marshal Special Operations Department:** 

Signed:	
Printed:	
Phone:	
⊏ Mail·	



# **Scoring Summary**

### **Active Submissions**

	Total	Proposed timeline, approach, and methodology	Price	Work Samples	Project Team Qualifications
Supplier	/ 100 pts	/ 30 pts	/ 30 pts	/ 20 pts	/ 20 pts
Emergency Management Solutions	92 pts	25 pts	27 pts \$71,180.00	20 pts	20 pts
AP Triton	80 pts	25 pts	30 pts \$64,765.00	15 pts	10 pts
Centurion Solutions LLC	58 pts	15 pts	25 pts \$79,000.00	8 pts	10 pts
BarKoaH Quality Solutions	7 pts	0 pts	0 pts \$0.00	3 pts	4 pts



# Williamson County Fire Marshal's Office

3189 SE Inner Loop, Georgetown, Texas 78626 Phone: (512) 943-3679



December 27, 2023

To: Williamson County Purchasing Department Attn: Joy Simonton, Director/Purchasing Agent 100 Wilco Way, Suite P101 Georgetown, TX 78626

RE: 24RFP3 - HazMat Response Team Organizational Assessment - Recommendation of Award

The recommendation from the RFP Evaluation Committee is to award the Hazmat Team Organizational Assessment, Gap Analysis, and Strategic Plan for Williamson County contract 24RFP3, to Emergency Management Solutions, Inc. This evaluation is based on company information, relevant experience and qualifications, methodology on carrying out contract, compensation, fees, and references.

Emergency Management Solutions, Inc. has extensive experience managing prevention, mitigation, response, and recovery activities for public and private sector clients. Their highly trained personnel bring different experience sand core competencies that make Emergency Management Solutions unique in their ability to deliver their clients options for integrated services including emergency response team readiness, and hazardous materials response planning and training.

The Fire Marshal Special operations Department recommends that the Williamson County Commissioners Court award the contract to Emergency Management Solutions, Inc. based on the committee's evaluation.

Sincerely,

Hank Jones Fire Marshai

Williamson County Fire Marshal Special Operations

### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

					1 0f 1	
	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.		CE	OFFICE USE		
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity's place	Certificate Number: 2024-1111587			
	Emergency Management Solutions, Inc.		202	+-1111001		
	Savannah, GA United States		Date	e Filed:		
2	Name of governmental entity or state agency that is a party to the being filed.	ame of governmental entity or state agency that is a party to the contract for which the form is eing filed.				
	Williamson County, Texas			e Acknowledged: 12/2024		
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided		y the c	ontract, and prov	ride a	
	24RFP3 Hazardous Materials Response Team Organizational Assessr	ment, Gap Analysis, and Strategic	Plan			
7	1			Nature of	interest	
4	Name of Interested Party	City, State, Country (place of busir	ness)	(check ap	oplicable)	
L				Controlling	Intermediary	
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	, and my date of	f birth is	s	·	
	My address is		,		,·	
	(street)	(city) (s	state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct					
	Executed inCounty	y, State of, on the				
				(month)	(year)	
		Signature of authorized agent of cor	ntractin	ng business entity		

### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

	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.			CEI	OFFICE USE ONLY CERTIFICATION OF FILING			
1	ame of business entity filing form, and the city, state and country of the business entity's place f business				Certificate Number:			
	Emergency Management Solutions, Inc.	2024	2024-1111587					
	Savannah, GA United States				Filed:			
2	Name of governmental entity or state agency that is a party to being filed.	o the contract fo	r which the form	01/1	01/12/2024			
	Williamson County, Texas			Date	Date Acknowledged:			
3	Provide the identification number used by the governmental edescription of the services, goods, or other property to be pro-			identify the co	ontract, and pro	vide a		
	24RFP3 Hazardous Materials Response Team Organizational Asse	essment, Gap <i>F</i>	Analysis, and Str	ategic Plan				
4						f interest		
	Name of Interested Party	City, State,	, Country (place o	f business)	(check ap	pplicable) Intermediary		
	N/A				Controlling	Intermediary		
5	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION							
	Joseph J. Leonard, Jr.		, and my	date of birth is	;			
	My address is4306 Evergreen Elm Ct.	,	Houston	, TX	77059	USA		
	(street)		(city)	(state)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and con	orrect.						
	Executed inCo	ounty, State of		on the 12th	ay of JAN	, 20_24		
		Joseph		eona	rd, O	(year)		
	$-\theta$	1 "	of authorized ager					
		oignature	(Declara		5 Juonicoo Chaty			

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

Approval of Purchase of Uniforms from Galls, LLC for Corrections

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

**Department:** Purchasing **Agenda Category:** Consent

#### Information

25.

#### Agenda Item

Discuss, consider, and take appropriate action on approving the Purchase #202499 between Williamson County and Galls, LLC for the amount of \$74,942.00, pursuant to BuyBoard contract #670-22.

#### **Background**

The approval of this Purchase will benefit Williamson County Corrections with uniforms. The attached quote details the uniforms being purchased. Funding Source is 01.0100.0570.003311 as per FY24 budget. The department point of contact is Danielle White. Galls is a publicly-traded company, and therefore no Form 1295 is required.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### Approval of Galls Uniforms Purchase

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 01/17/2024 09:39 PM County Judge Exec Asst. Becky Pruitt 01/18/2024 11:47 AM

Form Started By: Misty Brooks Started On: 01/03/2024 04:53 PM

Final Approval Date: 01/18/2024



#### Quote

Customer: WILLIAMSON COUNTY SHERIFFS
Date: 01/03/2024
Sales Rep: PAIGE HANKS

Sold To: WILLIAMSON CNTY SHERIFFS DEPT 508 S ROCK ST GEORGETOWN, TX 78626 DANIELLE WHITE

Page 1 of 2 Quote Number: Quote Expiration: 02/02/2024

Ship To: WILLIAMSON CNTY SHERIFFS DEPT 508 S ROCK ST GEORGETOWN, TX 78626 DANIELLE WHITE

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	SH3591 BLK 155 33	FLEX RS LS SUPERSHIRT	238		81.00	19,278.00
1.1	EN21998	AC1002240164 WILLIAMSON CO SHF OFFICE 5	238	I		
	50 Supple 50 Co.	PT STAR GRY/BLK/ROY 3X3				
1.2	EF15467	AC1002240164 WILLIAMSON CNTY SHERIFF TX	238			
		SHLDR BLK/RBT/GRY/WHT 4.1875 X 4.6875				
1.3	EF15467	AC1002240164 WILLIAMSON CNTY SHERIFF TX	238			
		SHLDR BLK/RBT/GRY/WHT 4.1875 X 4.6875				
1.4	NS002	1/2 IN MONOGRAMMING FOR NAMESTRIP (VAS	238			
		ITEM)				
1.5	UX420S BLK BLK	EMBROIDERABLE BLANK RECTANGLE 1X5	238			
	NS002	APPLIED	238			
1.6	NS002	1/2 IN MONOGRAMMING FOR NAMESTRIP (VAS	238			
1.7	UX420S BLK BLK	ITEM) EMBROIDERABLE BLANK RECTANGLE 1X5	238			
1./	UX42US BLK BLK	APPLIED	238			
2	SH3592 BLK LG REG	FLEX RS SS SUPERSHIRT	254		73.00	18,542.00
	EN21998	AC1002240164 WILLIAMSON CO SHF OFFICE 5	254		73.00	10,342.00
2.1	ENZISSO	PT STAR GRY/BLK/ROY 3X3	234			
2.2	EF15467	AC1002240164 WILLIAMSON CNTY SHERIFF TX	254			
2.2	2113407	SHLDR BLK/RBT/GRY/WHT 4.1875 X 4.6875	231			
2.3	EF15467	AC1002240164 WILLIAMSON CNTY SHERIFF TX	254			
	1113107	SHLDR BLK/RBT/GRY/WHT 4.1875 X 4.6875	231			
2.4	NS002	1/2 IN MONOGRAMMING FOR NAMESTRIP (VAS	254			
		ITEM)				
			1 1			
			1			



#### Quote

Customer: Date: 01/03/2024

WILLIAMSON COUNTY SHERIFFS

Sales Rep: PAIGE HANKS

Sold To: WILLIAMSON CNTY SHERIFFS DEPT 508 S ROCK ST GEORGETOWN, TX 78626 DANIELLE WHITE

Page 2 of 2 Quote Number: Quote Expiration: 02/02/2024

Ship To: WILLIAMSON CNTY SHERIFFS DEPT 508 S ROCK ST GEORGETOWN, TX 78626 DANIELLE WHITE

Line	Item	Description	Qty	Retail	Your Price	Ext Total
2.5	UX420S BLK BLK	EMBROIDERABLE BLANK RECTANGLE 1X5	254			
2.6	NS002	1/2 IN MONOGRAMMING FOR NAMESTRIP (VAS ITEM)	254			
2.7	UX420S BLK BLK	EMBROIDERABLE BLANK RECTANGLE 1X5	254			
	TR2254 BLK 33 REG HEM01	FLEXRS COVERT TACTICAL PANT HEMMING buyboard #670-22	538 538		69.00	37,122.00

Quote is valid for 30 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd

Lexington, KY 40505 Tel: 800-876-4242 Fax:877-914-2557

SUBTOTAL: 74,942.00

SHIPPING:

TAX....: TOTAL...:

74,942.00

Meeting Date: 01/23/2024

Authorize Issuing Advertisement for RFP #24RFP27 for Jail Pharmaceuticals for the County Jail

Submitted For: Joy Simonton Submitted By: Koren Shannon, 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 Jail Pharmaceuticals for the County Jail, under #24RFP27.

#### **Background**

Williamson County is requesting Proposals from firms to supply Pharmaceuticals and Pharmaceutical Service/Supplies for its County Jail, whose current population is 650 inmates. The selected vendor will provide the County Jail with medical supplies and services that serve the County Jail's current and anticipated needs. The county seeks responses from qualified firms who can provide specific criteria of pharmaceutical services and supplies at two (12- months) renewals. Funding Source: 01.0100.0570.003307. The budget is set for \$892,500.00. The department point of contact for this project is Terri Countess.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 01/18/2024 09:48 AM County Judge Exec Asst. Becky Pruitt 01/18/2024 09:58 AM

Form Started By: Koren Shannon Started On: 01/16/2024 11:13 AM

Final Approval Date: 01/18/2024

Meeting Date: 01/23/2024

Approval of Consent to Contract Assignment for Austin Generator Service to GenServe LLC for Facilities Management

27.

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

**Department:** Purchasing **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on Consent to Contract Assignment between Williamson County, Austin Welder & Generator Service, Inc. dba Austin Generator Service (the Assignor), and GenServe LLC (the Assignee) in relation to Contract #23RFP64 Standby Generator and Automatic Transfer Switch Preventative Maintenance, Repair & Rental Services for Facilities Management, awarded on October 01, 2023 and Contract #23RFP43 – Standby Generator for Data Service Center for Facilities Management and IT Department, awarded on March 28, 2023, and authorizing the execution of the Consent to Assignment.

#### **Background**

Austin Welder & Generator Service, Inc., a Texas corporation, dba Austin Generator Service ("Austin Welder") has changed to GenServe LLC. The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to GenServe LLC. The department's Point of Contact is Christi Stromberg.

#### Fiscal Impact

From/To	Acct No.	Description	Amount

#### **Attachments**

Consent to Contract Signed

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 01/17/2024 09:42 PM County Judge Exec Asst. Becky Pruitt 01/18/2024 08:46 AM

Form Started By: Kim Chappius Started On: 01/16/2024 12:38 PM Final Approval Date: 01/18/2024

#### CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, Austin Welder & Generator Service, Inc., dba Austin Generator Service (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights, and obligations to GenServe, LLC (hereinafter "Assignee") in the contract(s) described as follows:

23RFP64 – Standby Generator and Automatic Transfer Switch Preventative Maintenance, Repair & Rental Services for Facilities Management; and 23RFP43 – Standby Generator for Data Service Center for Facilities Management and IT Department, which are incorporated herein by reference for all purposes (hereinafter "Contracts").

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

- Assignor agrees that all rights and obligations of Assignor arising under the Contracts or
  otherwise by law or by the existence of conditions precedent, which may or may not have
  occurred as of the date of this Consent to Contract Assignment, are hereby included in the
  Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if
  Assignee was an original party to the aforesaid Contracts.
- 2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and conditions of the Contracts as if Assignee was an original party to the Contracts.
- 3. Assignor and Assignee have agreed the assignment of the Contracts shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.
- 4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACTS PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACTS OR THE SERVICES PROVIDED UNDER THE CONTRACTS PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BELIABLE.

KED

- In consideration of the terms, conditions, agreements, and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contracts to Assignee.
- 6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.
- 7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment 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 Consent to Contract Assignment.
- 8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party. Notwithstanding the foregoing, nothing in the Consent to Contract Assignment shall be construed to amend or modify any of the terms of the Asset Purchase Agreement between Assignor and Assignee.

AGREED, signed, and made effective as of the date of the last party's execution below.

COUNTY:	
Williamson County,	Texas
Ву:	
Printed Name:	
Capacity: As Presidin Williamson	ng Officer of the n County Commissioners Court
Date:	. 20

KEL

#### **ASSIGNOR:**

Austin Welder & Generator Service, Inc., dba Austin Gener	ator Service
By: LufEd	
Printed Name: Kurtis E. Sumner	
Title: Presidif	

#### **ASSIGNEE:**

GenServe, LLC

By: Same Borane

Date: January 12, 2024

Printed Name: Samuel Boraas

Title: VP, Business Development

Date: January 12, 2024

Meeting Date: 01/23/2024

Authorize Issuing RFP #24RFP30 RFP for HVAC Maintenance and Repair Services for Williamson County, Texas for

28.

**Facilities Management** 

Submitted For: Joy Simonton Submitted By: Stacian Williams, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for HVAC Maintenance and Repair Services for Williamson County, Texas under RFP #24RFP30.

#### **Background**

Williamson County is seeking to issue this Request for Proposal (RFP) inviting experienced commercial heating, ventilation, and air conditioning "HVAC" and Mechanical Trade Service Companies for maintenance and repair including quarterly and seasonal inspections and preventative maintenance for various premises owned and managed by the County's Facilities Management department. The County seeks to award to multiple contractors, principal provider, and a back-up provider, on an "as needed" basis for various HVAC related trades from this single solicitation. Respondents do not need to provide all services listed or service all of Williamson County Facilities Management. The estimated budget and funding source is: 01.0100.0509.004500 - \$125,000.00, 01.0100.0509.004510 - \$500,000.00, 01.0100.0509.004509 - \$125,000.00. The point of contact is Shantil Moore.

#### **Fiscal Impact**

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

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 01/18/2024 10:01 AM County Judge Exec Asst. Becky Pruitt 01/18/2024 10:02 AM

Form Started By: Stacian Williams Started On: 01/17/2024 04:16 PM

Final Approval Date: 01/18/2024

**Meeting Date:** 01/23/2024

Official Designated Representative (ODR) for Project Managers

Submitted For: Dale Butler Submitted By: Christy Matoska, Facilities Managemen

29.

**Department:** Facilities Management

Agenda Category: Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Thomas Crockett for specific projects, with general authority to approve invoices and change orders for designated Williamson County Facilities Management projects for any increase or decrease in cost of \$25,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price my not be increased by more than 25% and the original contract price may not be decreased by 18% or more without consent of the contractor.

#### **Background**

A request is being made for this authority due to the nature of performing contract work within the projects and the necessity of an uninterrupted workflow to allow for continuity of schedules between staff and the contractor. Section 262.031 of the Local Government Code allows for the grant of such authority up to \$25,000. Project Managers will be serving as the Project Managers on the projects. Any change orders that are approved by Project Managers will be placed on the Commissioners Court agenda the following week.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

Final Approval Date: 01/11/2024

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/11/2024 10:42 AM

Form Started By: Christy Matoska Started On: 01/10/2024 01:57 PM

**Meeting Date:** 01/23/2024

Jail Court, Elevator, Chiller 9 (P540) - Talex PSA1-Supplemental Agreement 1

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

30.

**Department:** Facilities Management

Agenda Category: Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Agreement for Design & Engineering Services with Talex, Inc. Engineers for the Jail Court, Elevator and Chiller 9 (P540) for \$14,500.

#### **Background**

Due to County request to design a Corrections Officers' restroom, the contract is being extended with a new termination date of May 1, 2024. Budget is increased by \$14,500. Point of contact is Thomas Crockett, Project Manager, Facilities Management Department.

#### Missing Custom Expenditures Program, please contact Destiny Software

#### Fiscal Impact

From/To	Acct No.	Description	Amount

#### **Attachments**

Talex PSA1-SA1

#### Form Review

Inbox Reviewed By Date

 Hal Hawes
 Hal Hawes
 01/10/2024 03:37 PM

 County Judge Exec Asst.
 Becky Pruitt
 01/10/2024 04:19 PM

Form Started By: Wendy Danzo Started On: 01/10/2024 03:22 PM

Final Approval Date: 01/10/2024



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

PROJECT: Magistrate Court, Elevator 9, Chiller 4 ("Project")

ARCHITECT/

**ENGINEER:** Talex, Inc. Engineers ("A/E")

Tomas R. Alexander, P.E., President

763 Tumbleweed Tr Lockhart, TX 78664

**COUNTY'S DESIGNATED** 

REPRESENTATIVE: Williamson County Facilities Department

Director of Facilities 3101 SE Inner Loop

Georgetown, Texas 78626

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

#### RECITALS

WHEREAS, County and A/E previously executed <u>Agreement for Design and Engineering Services</u> being dated effective <u>December 14, 2021</u> ("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 incorporate Corrections Officer restroom updates adjacent to the new locker room; 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:

Provide demolition, design, and engineering drawings and specifications to remodel the existing men's and women's shower/ restrooms adjacent to the new corrections officer change-out locker room. The plans developed shall provide a complete modernization of the restrooms to bring the spaces into compliance of design standards and construction codes adopted by County as of the date of this Supplemental Agreement.

Provide construction administration and close-out services to support the construction of the designed improvements.

### ARTICLE 2 COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E Fourteen Thousand, Five Hundred Dollars (\$ 14,500 ).

### ARTICLE 3 TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before May 1, 2024.

### 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.

A /F.

**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.

AALINITY

A/E:	COUNTY:	
Talex, Inc. Engineers	Williamson County, Texas	
By: Signature	By:Signature	
THOMAS R. ALEXANDER, P.E.		
Printed Name	Printed Name	
PRESIDENT, TALEX, INC.		
Title	Title	
Date Signed:	Date Signed:	

**Meeting Date:** 01/23/2024

KC Engineering Inc. 21RFSQ14 Engr Design Svcs for the Central Maintenance Facility

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

**Department:** Infrastructure **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$46,495.00 to expire on March 31, 2025 under Williamson County Contract for Engineering Services between K.C. Engineering, Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for the Central Maintenance Facility. Funding source: 01.0200.0210.004100.

#### **Background**

Missing Custom Expenditures Program, please contact Destiny Software

#### **Fiscal Impact**

Erom/To	A a of No	Description	Amount
From/10	ACCI NO.	Description	Amount

#### **Attachments**

KC Engineering Inc. 21RFSQ14 Engr Design Svcs for the CFM

#### Form Review

Inbox Reviewed By Date

Hal Hawes 01/16/2024 01:10 PM
County Judge Exec Asst. Becky Pruitt 01/17/2024 10:36 AM

Form Started By: Vicky Edwards Started On: 01/16/2024 10:35 AM

Final Approval Date: 01/17/2024

#### WORK AUTHORIZATION NO. 3

#### PROJECT: Engineering Design Services for the Central Maintenance Facility

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated <u>May 31, 2022</u>, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and <u>K.C. Engineering, Inc.</u> (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 \$46,495.00.
- Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.
- Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on <u>March 31, 2025</u>. 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	
ENGINEER:	COUNTY:
K.C. Engineering, Inc.	Williamson County, Texas
By: MooHaley, P.E., Signature	By:Signature
Greg Haley, P.E.	
Printed Name	Printed Name
President	
Title	Title

#### LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

# Attachment A - Services to be Provided by County Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Topographic and R.O.W. Surveys.
- Geotechnical Investigations; data and reports.
- ROW Documents and Drainage Reports
- Construction, administration, and management.

#### **Attachment B – Services to be Provided by Engineer**

#### Services to be Provided by Engineer

#### **Project Locations**

1. Name of Site – Central Maintenance Facility

#### Task 1: Project Management

Attend Progress Review Meetings with County Road and Bridge Department. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC.

#### Task 2: Topographic Surveys and R.O.W. Surveys

To be provided by the County

#### Task 3: Preliminary Engineering

Conduct Site Visit and Field Reconnaissance to document existing conditions. Data collection including available as-builts. Develop conceptual layout showing existing site conditions, drainage patterns, and proposed work. Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 2-yr, 10-yr, 25-yr, and 100-yr.

#### Task 4: Geotechnical Investigations

To be provided by the County

#### Task 5: Environmental Studies

N/A

#### Task 6: Utility Coordination

To be provided by the County

#### Task 7: FEMA Coordination

N/A

#### Task 8: Final Engineering

Prepare final detailed design and PS&E for proposed improvements. Calculate existing and proposed rainfall runoff and determine the size and configuration of drainage structures.

#### Plan Sheets:

- Title Sheet (and Index of Sheets)
- Estimate of Quantities Summaries Sheet
- Project Layout Sheet
- Existing Conditions and Demo Plan Sheet
- Drainage Area Map
- H & H Summary Sheet
- Storm Sewer Plan & Profile Sheet

- Erosion Control Plan
- Miscellaneous Drainage Details
- Miscellaneous Site Details
- Standards

Specifications Cost Estimate General Notes

#### Task 9: Bidding Phase Services

N/A

#### Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

#### **Deliverables:**

#### 50% Submittal:

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's Internal QA/QC marked up set

#### 90% Submittal

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's Internal QA/QC marked up set

#### 100% Submittal

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's Internal QA/QC marked up set
- Electronic copy of submittal documents in PDF

# ATTACHMENT C WORK SCHEDULE WORK AUTHORIZATION NO. 3

Task No.	Task Name	Duration	Time	Start	Finish
1	WA #3 - Notice to Proceed	0	Days	2/1/2024	2/1/2024
2	Survey (by others)	0	Days	2/1/2024	2/1/2024
3	Design	25	Days	2/1/2024	2/26/2024
4	50% PS&E	15	Days	2/26/2024	3/12/2024
5	QA/QC	2	Days	3/12/2024	3/14/2024
6	Submit 50% PS&E	0	Days	3/14/2024	3/14/2024
7	County Review	10	Days	3/14/2024	3/24/2024
8	90% PS&E	15	Days	3/24/2024	4/8/2024
9	QA/QC	3	Days	4/8/2024	4/11/2024
10	Submit 90% PS&E	0	Days	4/11/2024	4/11/2024
11	County Review	10	Days	4/11/2024	4/21/2024
12	Final PS&E	5	Days	4/21/2024	4/26/2024
13	Address 90% comments	2	Days	4/26/2024	4/28/2024
14	Final Quantities	2	Days	4/28/2024	4/30/2024
15	Final Estimate	2	Days	4/30/2024	5/2/2024
16	Assemble Final PS&E	2	Days	5/2/2024	5/4/2024
17	Submit Final PS&E	0	Days	5/4/2024	5/4/2024
18	County Review	5	Days	7/21/2021	5/9/2024
19	Submit Signed and Sealed PS&E	2	Days	7/21/2021	5/11/2024
20	Bid Advertisement	0	Days	5/11/2024	5/11/2024
21	Letting	0	Days	5/11/2024	5/11/2024
22	Award and Bonds	0	Days	5/11/2024	5/11/2024
23	Construction	0	Days	5/11/2024	5/11/2024
24	Complete Project	0	Days	5/11/2024	5/11/2024

# ATTACHMENT D - FEE SCHEDULE WORK AUTHORIZATION NO. 3 CENTRAL MAINTENANCE FACILITY (CMF) SITE PLAN

					K.C. E	NGINEERI	NG, INC.				
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN- TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00	
1	PS&E Development										
1.1	Site Design										
1.1.1	Establish Horizontal Alignment										\$ -
1.1.2	Establish Vertical Alignment										\$ -
1.1.3	Site Visits				1	1					\$ 360.00
1.1.4	Superelevation Table										\$ -
1.1.5	Roadway Cross Sections										\$ -
1.1.6	Earthwork Calculations										\$ -
1.1.7	Roadway Plan Profile Sheets					4	12				\$ 2,160.00
1.1.8	Driveway Profiles / Details / Summaries										\$ -
1.1.9	Side Road Profiles / Details / Summaries										\$ -
1.1.10	Miscellaneous Roadway Details										\$ -
1.1.11	Alignment Data										\$ -
1.1.12 1.1.13	Sequence of Construction Intersection Layouts										\$ - \$ -
1.1.13						16	24				\$ 5,640.00
1.1.14	Project/Site Layout Title Sheet					10	24				\$ 5,640.00
1.1.16	Process Survey Data					4	8				\$ 1,660.00
1.1.17	Existing Conditions and Removal Plan					2	4				\$ 830.00
1.1.18	Index of Sheets						Т Т				\$ -
1.1.19	Summary of Quantities				2	4	8				\$ 2,050.00
1.1.20	Construction Estimate										\$ -
1.1.21	Assemble Applicable Standards					1	2				\$ 415.00
	Task 2.1 Total	0	0	0	3	32	58	0	0	0	
1.2	Hydrology & Hydraulics										
1.2.1	Drainage Area Mapping					6				I	\$ 990.00
1.2.2	Site Hydrology					6	4				\$ 1,490.00
1.2.3	Site Hydraulics					12	4				\$ 2,480.00
1.2.4	Site Inlet Sizing					6	4				\$ 1,490.00
1.2.5	Site Trunkline Sizing & Layout					12	4				\$ 2,480.00
1.2.6	Site H&H Summary Sheet & Tables					2	4				\$ 830.00
1.2.7	Existing and Proposed Drainage Patterns					4	8				\$ 1,660.00
1.2.8	Storm Sewer Plan and Profile Sheets					4	8				\$ 1,660.00
1.2.9	Driveway H&H Summary Sheet & Tables										\$ -
1.2.10	Culvert Layouts & Culvert Details										\$ -
1.2.11	Miscellaneous Drainage Details					2	2				\$ 580.00
1.2.12	Summary of Drainage Quantities					2	2				\$ 580.00
1.2.13	Assemble Applicable Standards					1	2				\$ 415.00
	Task 2.2 Total	0	0	0	0	57	42	0	0	0	\$ 14,655.00
1.3	Signing & Pavement Marking & Illumination										
1.3.1	Sign Layouts										\$ -
1.3.2	Pavement Marking Layouts					4	6				\$ 1,410.00
1.3.3	Pavement Marking Details					2	5				\$ 955.00
1.3.4	Summary of Pavement Markings					2	1				\$ 455.00
1.3.5	Small Sign Summary					0	0				\$ - \$ 590.00
1.3.6 1.3.7	Illumination Layouts (Wilco Provided)					2	2 2				\$ 580.00 \$ 415.00
1.3.1	Assemble Applicable Standards	^	0	0	^	ı		0	0		\$ 415.00 <b>\$ 3,815.00</b>
4.4	Task 2.3 Total	0	0	U	0	11	16	0	<u> </u>	0	φ 3,815.00
1.4	Traffic Control Plans / SW3P										¢.
1.4.1	Traffic Control Layouts										\$ -
1.4.2 1.4.3	Traffic Control Typical Sections										\$ - \$ -
1.4.3	Intersection Design Driveway Design										\$ - \$ -
1.4.4	Storm Water Pollution Prevention Plan (SW3P)					2	6				\$ 1,080.00
1.4.5	Otomi Water Foliution Flevention Flam (SWSF)						U				Ψ 1,000.00

# ATTACHMENT D - FEE SCHEDULE WORK AUTHORIZATION NO. 3 CENTRAL MAINTENANCE FACILITY (CMF) SITE PLAN

					K.C. E	NGINEERI	NG, INC.				Ī	
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN- TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL		TOTAL
	Labor Rates	250.00	215.00	200.00	195.00	165.00	125.00	110.00	95.00	80.00		
1.4.6	Prepare Env. Permits, Issues & Commitments										\$	-
1.4.7	Erosion Control Plan					4	6				\$	1,410.00
1.4.8	Miscellaneous TCP and Erosion Details					1	2				\$	415.00
1.4.9	Assemble Applicable Standards					1	2				\$	415.00
	Task 2.4 Total	0	0	0	0	8	16	0	0	0	\$	3,320.00
1.5	PS&E Documents											
1.5.1	Estimate of Quantities Summary										\$	-
1.5.2	Basis of Estimate										\$	-
1.5.3	Construction Cost Estimate										\$	-
1.5.4	Construction Duration Estimate										\$	-
1.5.5	General Notes & Specifications										\$	-
1.5.6	Supporting Contract Documentation										\$	-
	Task 2.5 Total	0	0	0	0	0	0	0	0	0	\$	-
1.6	Project Management											
1.6.1	Project Administration				4						\$	780.00
1.6.2	Maintain Project Records				2					4	\$	710.00
1.6.3	Periodic Progress Meetings (County)				2	2					\$	720.00
1.6.4	Periodic Progress Meetings (Subconsultants)										\$	-
1.6.5	QA/QC			4	8	16					\$	5,000.00
1.6.6	Invoice Preparation				4					2	\$	940.00
1.6.7	Progress Reports				4					2	\$	940.00
1.6.8	Plans Preparation for Submittal			2	4	8					\$	2,500.00
	Task 2.6 Total	0	0		28				Ţ		\$	11,590.00
	Task 1 - PS&E Total	0	0	6	31	134	132	0	0	8	\$	46,495.00
2	Project Bidding											
2.1	Project Bidding											
2.1.1	Prepare Addenda										\$	-
2.1.2	Contractor Questions (RFI)										\$	-
2.1.3	Attend Pre-Bid Conference										\$	-
2.1.4	Tabulate Bids										\$	-
2.1.5	Prepare Recommendation Letter										\$	-
	Task 2 Project Bidding Total	0	0	0	0	0	0	0	0	0	\$	-
3	Construction Support											
3.1	Construction Support (If Required)											
3.1.1	Preconstruction Meeting										\$	-
3.1.2	Review Shop Drawings										\$	-
3.1.3	General Construction Support										\$	-
3.1.4	Prepare Change Orders as Necessary										\$	-
	Task 3 Construction Support Total	0	0	0	0	0	0			0	\$	_
	Total Tasks 1, 2, & 3	0	0	6	31	134	132	0	0		\$	46,495.00
											_	,

**Meeting Date:** 01/23/2024

Authorize Issuing IFB #24IFB29 CR 283 Foam Asphalt Stabilization Roadway and Drainage Improvements for Road

and Bridge

Submitted For: Joy Simonton Submitted By: Fernando Ramirez, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for ICR 283 Foam Asphalt Stabilization Roadway and Drainage Improvements, under IFB #24IFB29.

#### **Background**

Williamson County is seeking qualified Contractors to provide materials, experienced roadway rehabilitation crews and equipment to foam asphalt stabilize roadway, and improve drainage on CR 283. The estimated budget is \$1,072,367.00. The funding source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 01/18/2024 09:56 AM County Judge Exec Asst. Becky Pruitt 01/18/2024 10:01 AM

Form Started By: Fernando Ramirez Started On: 01/17/2024 04:16 PM

Final Approval Date: 01/18/2024

**Meeting Date:** 01/23/2024

Authorize Issuing IFB #24IFB32 CR 200 HMAC Widening from Lackey Creek to CR 203 for Road and Bridge

Department

Submitted For: Joy Simonton Submitted By: Fernando Ramirez, Purchasing

**Department:** Purchasing **Agenda Category:** Consent

#### Information

#### Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB CR 200 HMAC Widening from Lackey Creek to CR 203, under IFB #24IFB32. The funding source is P641.

#### **Background**

Williamson County is seeking qualified Contractors to provide materials, experienced milling/excavating, HMAC widening, crew and equipment to widen CR 200. The Estimated Budget is \$1,097,311.00. The funding source is P641 and the point of contact is Jenifer Favreau.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 01/18/2024 10:39 AM County Judge Exec Asst. Becky Pruitt 01/18/2024 10:41 AM

Form Started By: Fernando Ramirez Started On: 01/17/2024 04:42 PM

Final Approval Date: 01/18/2024

**Meeting Date:** 01/23/2024

Revised preliminary plat for the Saddleback at Santa Rita Ranch Phase 1 subdivision (revision 3) – 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 ratifying and approving of the revised preliminary plat for the Saddleback at Santa Rita Ranch Phase 1 subdivision (revision 3) – Precinct 2.

#### **Background**

This is the third revision to the preliminary plat of the Saddleback at Santa Rita Ranch Phase 1 subdivision that was last approved on January 25, 2022. Since the last approval, the developer has requested changes to the road alignments, lot layout and section boundary changes. This revision consists of an increase of 598 linear feet of a new public roads, an increase of 21 single-family lots and an increase of 2 open space/landscape/utility lots. With this revision, the proposed Saddleback at Santa Rita Ranch Phase 1 subdivision consists of 616 single family lots, 3 open space/water quality/drainage/landscape/utility lots, 15 open space/landscape/utility lots, and 29,822 linear feet of new public roads. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this replat in order to meet the review timelines set forth in House Bill 3167.

#### **Timeline**

2023-11-21 – initial submittal of the preliminary plat

2023-12-21 – 1st review complete with comments

2023-12-22 - 2nd submittal of preliminary plat

2024-01-05 – 2nd review complete with comments clear

2024-01-05 - County Engineer approval letter sent

2024-01-18 - revised preliminary plat placed on the January 23, 2024 Commissioners Court agenda for

consideration

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Preliminary Plat - Saddleback at SRR Ph 1 (rev 3)

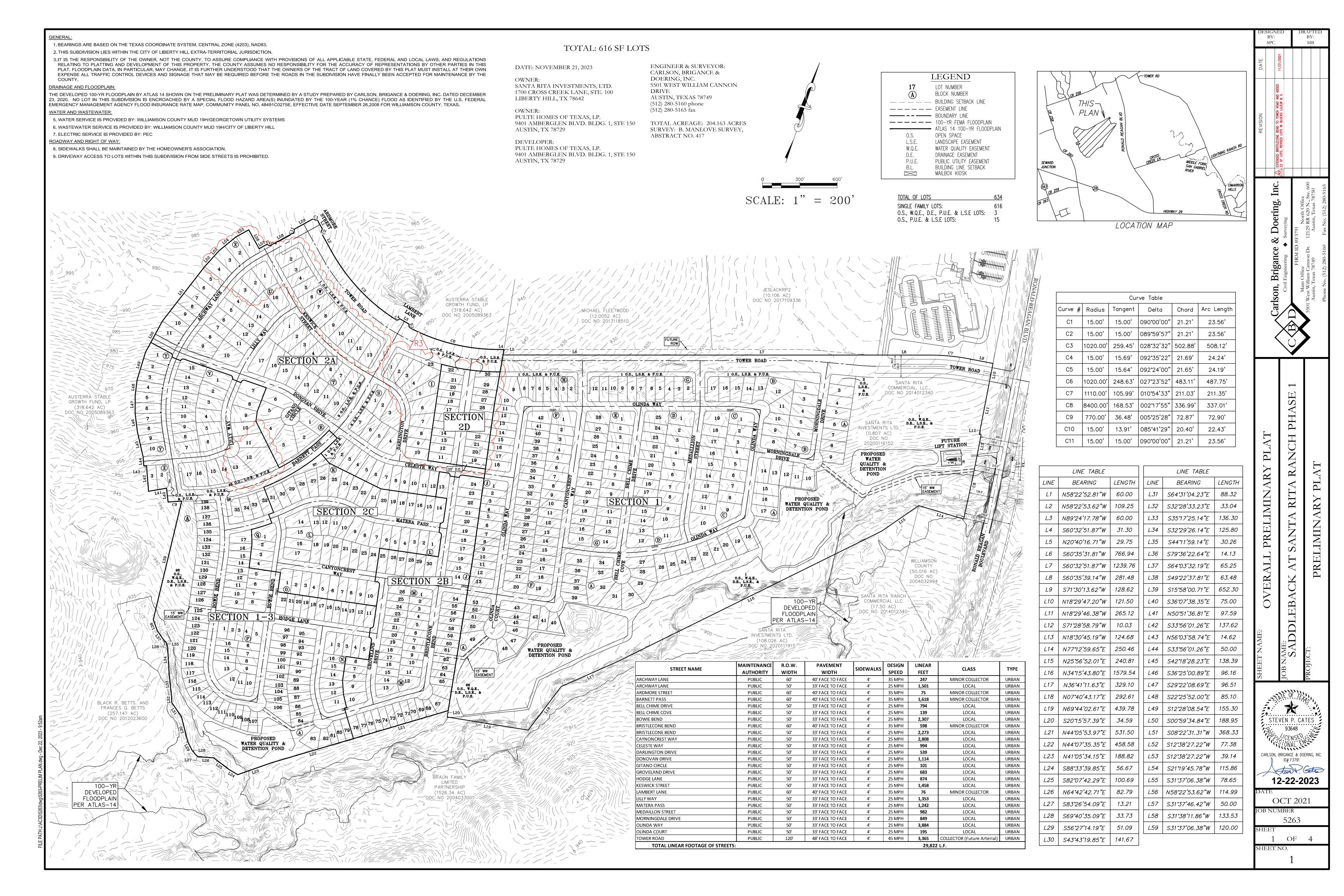
Final Approval Date: 01/18/2024

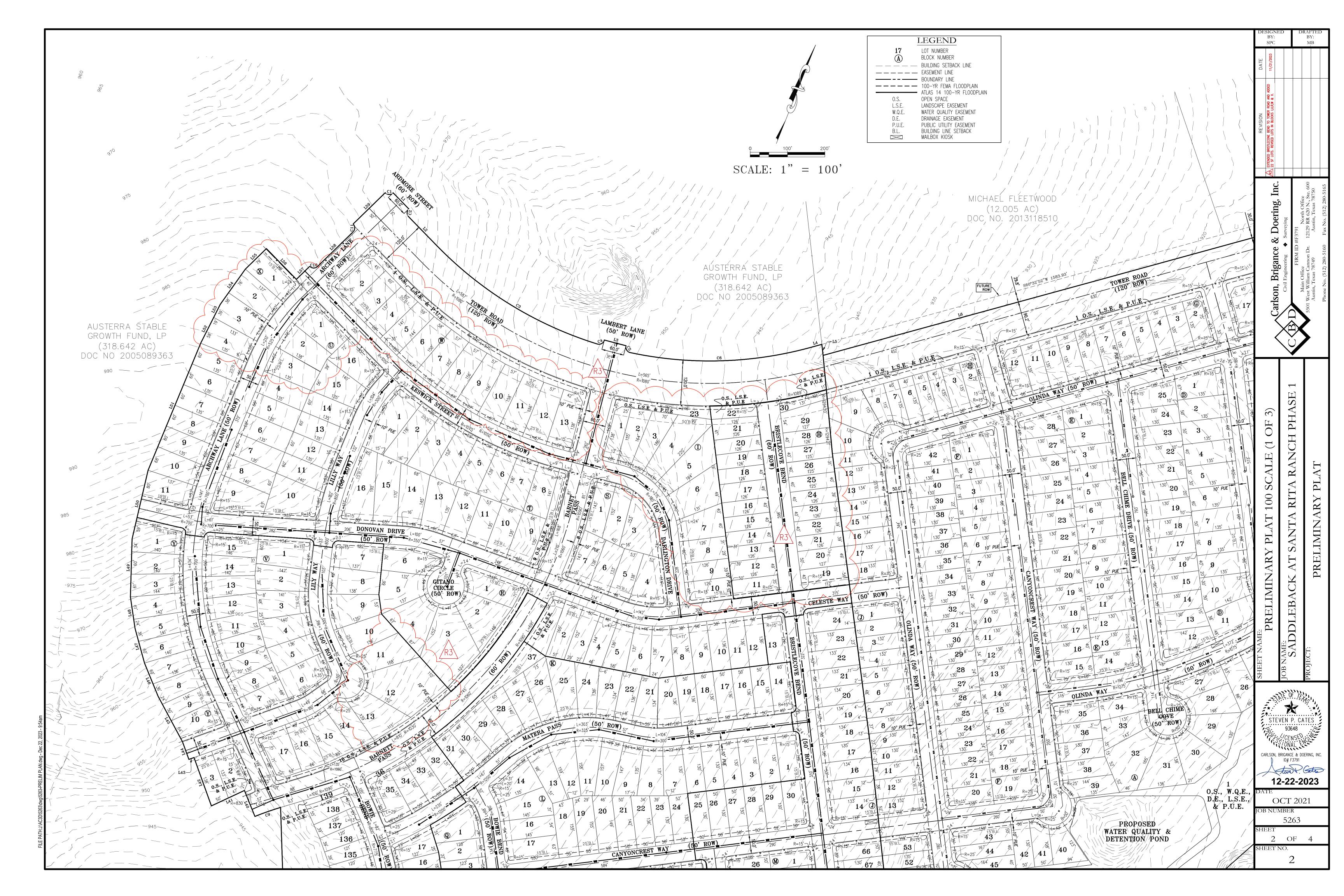
#### Form Review

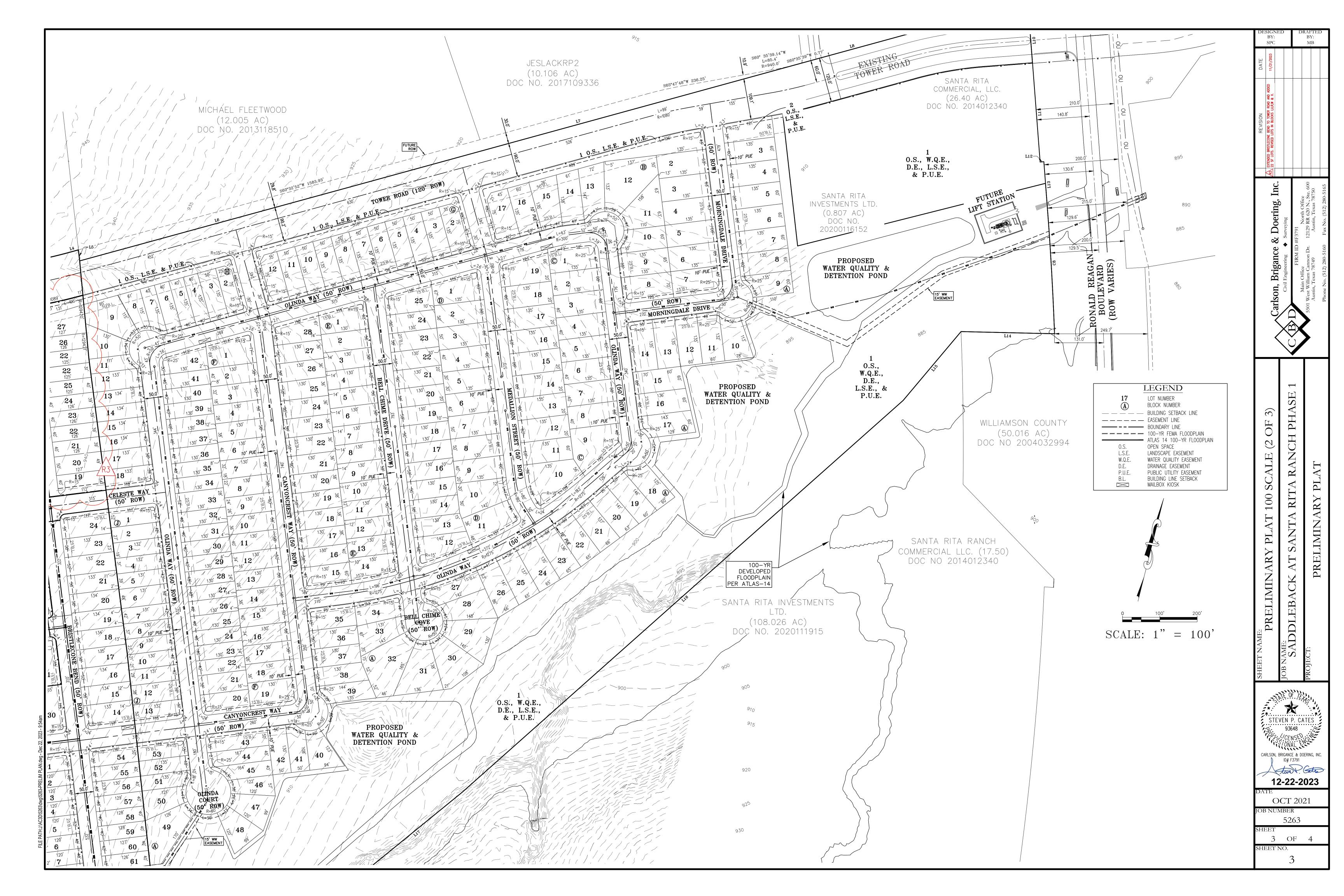
Inbox Reviewed By Date

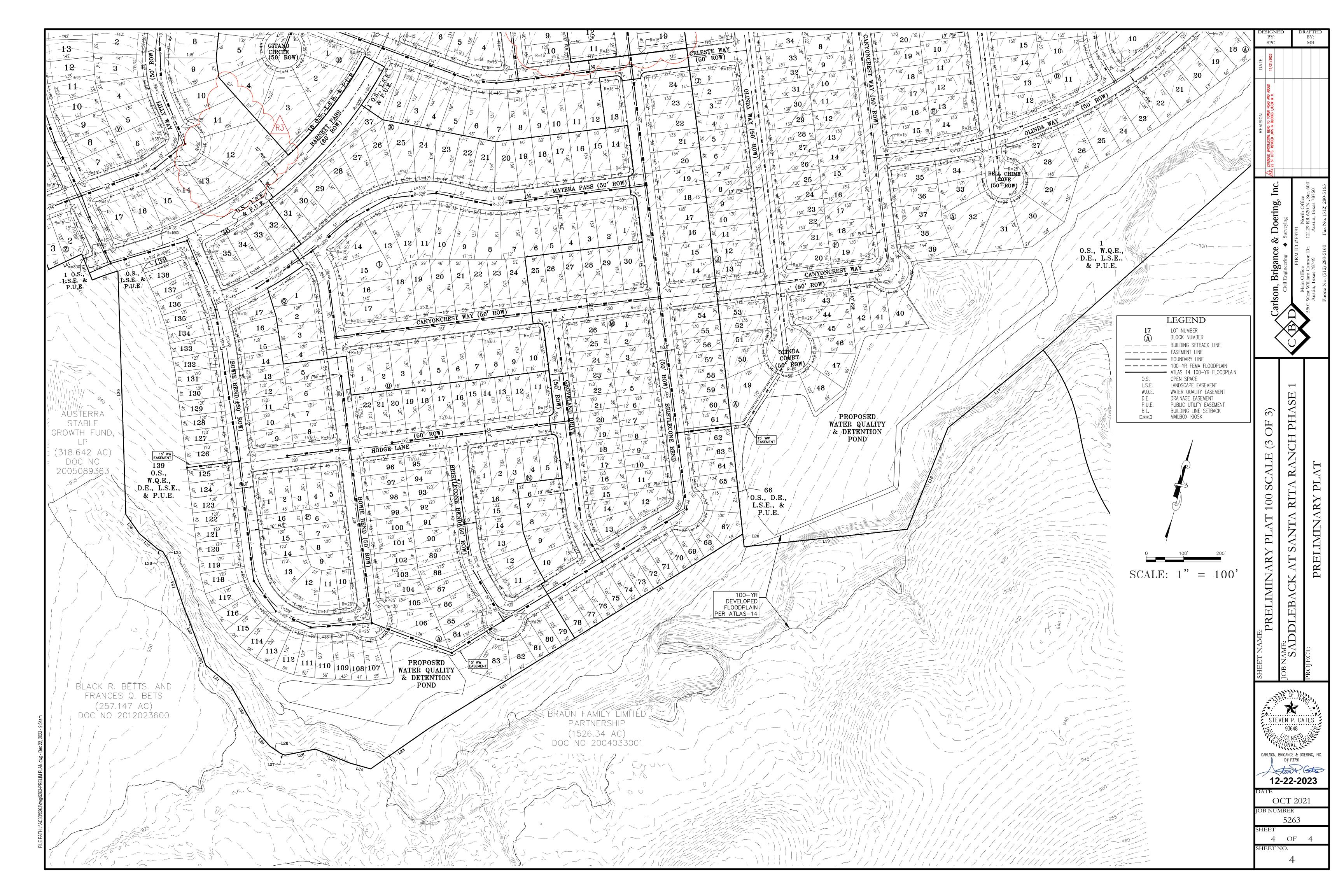
County Judge Exec Asst. Becky Pruitt 01/18/2024 11:54 AM

Form Started By: Adam Boatright Started On: 01/18/2024 11:25 AM









Meeting Date: 01/23/2024

Final plat for the Augustine Way 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 approving the final plat for the Augustine Way subdivision – Precinct 2.

#### **Background**

This is the next section of the Santa Rita Ranch Phase 1 development. It consists of no lots and 1,357 linear feet of new public roads. Roadway and drainage construction has been completed.

#### **Timeline**

2019-03-28 - initial submittal of the final plat

2019-04-23 - 1st review complete with comments

2019-06-12 – 2nd submittal of final plat

2019-06-20 - 2nd review complete with comments

2019-06-24 - 3rd submittal of final plat

2019-07-18 - 3rd review complete with comments

2019-07-31 - 4th submittal of final plat

2019-08-07 – 4th review complete with comments

2022-10-17 – 5th submittal of final plat

2022-11-01 - 5th review complete with comments

2023-06-09 - 6th submittal of final plat

2023-06-23 - 6th review complete with comments

2024-01-04 - 7th submittal of final plat

2024-01-17 – 7th review complete with comments

2024-01-18 - 8th submittal of final plat with signatures

2024-01-18 - 8th review complete with comments clear

2024-01-18 - final plat placed on the January 23, 2024 Commissioners Court agenda for ratification

#### **Fiscal Impact**

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

#### **Attachments**

Final Plat - Augustine Way

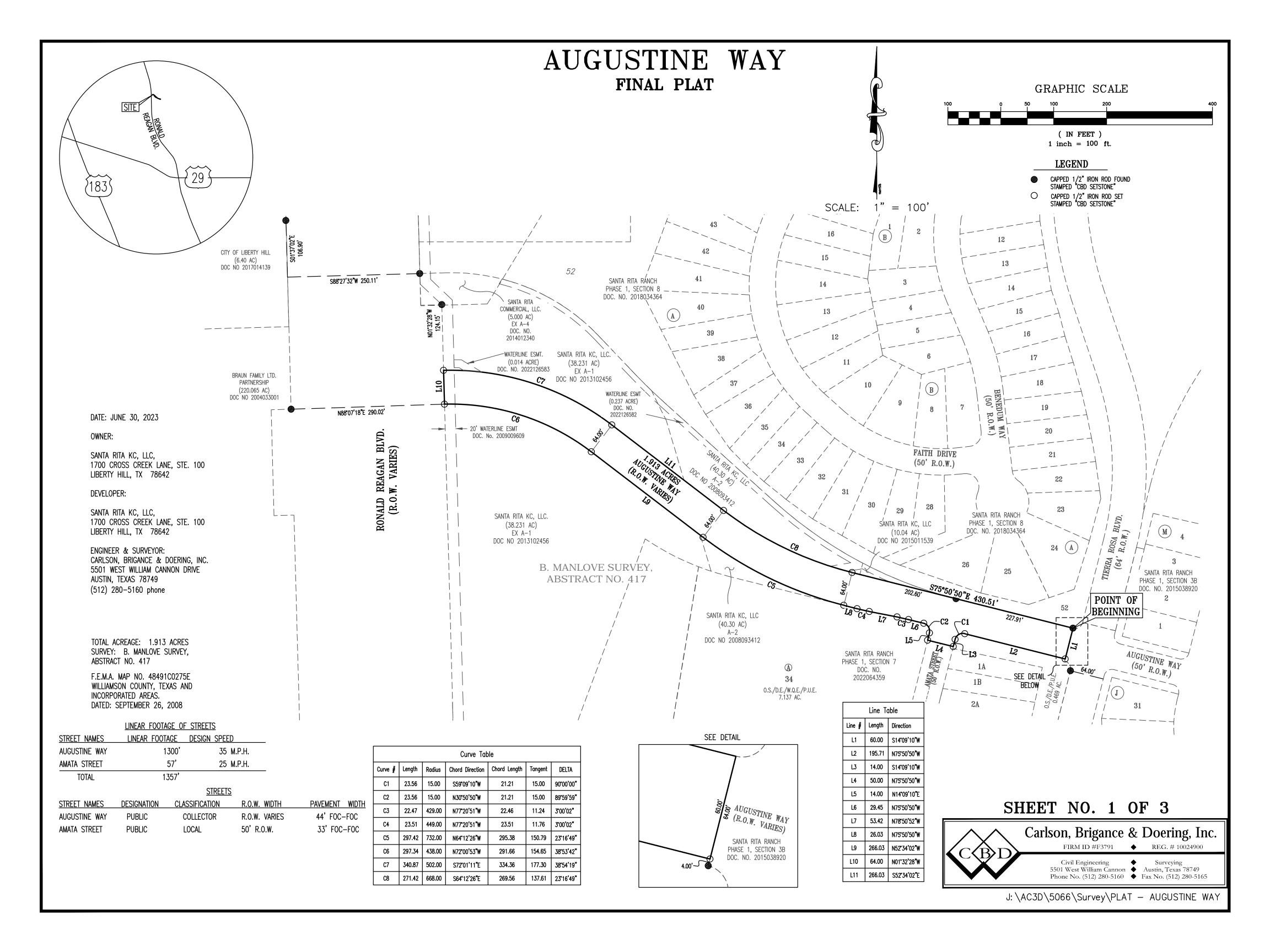
Final Approval Date: 01/18/2024

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 11:50 AM

Form Started By: Adam Boatright Started On: 01/18/2024 11:44 AM



## AUGUSTINE WAY FINAL PLAT

#### **GENERAL:**

- 1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
- 2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
- 3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- 4. ALL PROPOSED ROADWAY AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

#### DRAINAGE AND FLOODPLAIN:

- 1. 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.
- 2. 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.
- 3. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

#### <u>WATER AND WASTEWATER:</u>

- 1. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/GEORGETOWN UTILITY SYSTEMS.
- 2. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/CITY OF LIBERTY HILL.
- 3. 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. 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.
- 4. 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.
- 5. 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.
- 6. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

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:

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

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

ENGINEERING BY:

STEVEN P. CATES, P.E. NO. 93648 CARLSON, BRIGANCE & DOERING, INC. 5501 WEST WILLIAM CANNON DRIVE,

AUSTIN, TEXAS 78749

-5-2024

STEVEN P. CATES 93648

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

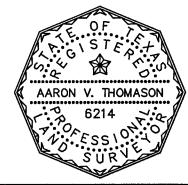
STATE OF TEXAS:

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:

AARON V. THOMASON, R.P.L.S. NO. 6214 CARLSON, BRIGANCE & DOERING, INC. 5501 WEST WILLIAM CANNON DRIVE. AUSTIN, TEXAS 78749 aaron@cbdeng.com



<u>METES AND BOUNDS</u>

BEING ALL OF THAT CERTAIN 1.913 ACRE TRACT OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS A PORTION OF A CALLED 38.231 ACRE TRACT OF LAND (EXHIBIT A-1) CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2013102456, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A PORTION OF THAT CALLED 10.04 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2015011539, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF A CALLED 40.30 ACRE TRACT OF LAND (EXHIBIT A-2) CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2008093412, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.913 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT A SOUTH CORNER OF LOT 52, BLOCK A, SANTA RITA RANCH, PHASE 1, SECTION 8, RECORDED IN DOCUMENT NUMBER 2018034364, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING IN THE WEST LINE OF SANTA RITA RANCH, PHASE 1, SECTION 3B, RECORDED IN DOCUMENT NUMBER 2015038920, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING AT THE INTERSECTION OF TIERRA ROSA BOULEVARD (64' R.O.W.) AND AUGUSTINE WAY (50' R.O.W.), FOR THE NORTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S14'09'10"W, WITH THE WEST TERMINUS LINE OF SAID AUGUSTINE WAY AND THE WEST LINE OF SAID SANTA RITA RANCH PHASE 1, SECTION 3B, A DISTANCE OF 60.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND FROM WHICH A 1/2 INCH IRON ROD FOUND AT THE SOUTH TERMINUS OF SAID AUGUSTINE WAY BEARS \$14.09.10 W, A DISTANCE OF 4.00 FEET,

THENCE, OVER AND ACROSS SAID 40.30 ACRE TRACT OF LAND AND SAID 38.231 ACRE TRACT, THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES, NUMBERED 1 THROUGH 14,

- 1) N75'50'50"W, A DISTANCE OF 195.71 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- 2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S59'09'10"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 3) S14'09'10"W, A DISTANCE OF 14.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 4) N75'50'51"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 5) N14'09'10"E, A DISTANCE OF 14.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- 6) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 15.00 FEET, AND A CHORD THAT BEARS N30°50′50″W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 7) N75'50'50"W, A DISTANCE OF 29.45 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- 8) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 429.00 FEET, AN ARC LENGTH OF 22.47 FEET, AND A CHORD THAT BEARS N77'20'51"W, A DISTANCE OF 22.46 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 9) N78'50'52"W, A DISTANCE OF 53.42 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 10)ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 449.00 FEET, AN ARC LENGTH OF 23.51 FEET, AND A CHORD THAT BEARS N77'20'51"W, A DISTANCE OF 23.51 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 11)N75'50'50"W, A DISTANCE OF 26.03 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 12)ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 732.00 FEET, AN ARC LENGTH OF 297.42 FEET, AND A CHORD THAT BEARS N64'12'26"W, A DISTANCE OF 295.38 FEET TO A CAPPED 1/2
- INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, 13)N52'34'02"W, A DISTANCE OF 266.03 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT, AND
- 14)ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 438.00 FEET, AN ARC LENGTH OF 297.34 FEET, AND A CHORD THAT BEARS N72'00'53"W, A DISTANCE OF 291.66 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, BEING IN THE WEST LINE OF SAID 38.231 ACRE TRACT, AND BEING IN THE EAST RIGHT-OF-WAY LINE OF RONALD REAGAN BOULEVARD (R.O.W. VARIES)

THENCE, NO1°32'28"W WITH THE EAST LINE OF SAID RONALD REAGAN BOULEVARD AND THE WEST LINE OF SAID 38.231 ACRE TRACT, A DISTANCE OF 64.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, AND FROM WHICH A 1/2 INCH IRON ROD FOUND IN THE EAST LINE OF SAID RONALD REAGAN BOULEVARD, SAME BEING IN THE SOUTH LINE OF A CALLED 5.000 ACRE TRACT OF LAND CONVEYED TO SANTA RITA COMMERCIAL, LLC IN DOCUMENT NUMBER 2014012340, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS BEARS NO1'32'28"W, A DISTANCE OF 124.15 FEET,

THENCE, OVER AND ACROSS SAID 38.231 ACRE TRACT, SAID 40.30 ACRE TRACT, SAID 10.04 ACRE TRACT, AND WITH THE SOUTH LINE OF SAID LOT 52, BLOCK A, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 502.00 FEET, AN ARC LENGTH OF 340.87 FEET, AND A CHORD THAT BEARS \$72°01'11"E, A DISTANCE OF 334.36 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- 2) S52'34'02"E, A DISTANCE OF 266.03 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- 3) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 668.00 FEET, AN ARC LENGTH OF 271.42 FEET, AND A CHORD THAT BEARS S64'12'26"E, A DISTANCE OF 269.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
- 4) \$75'50'50"E. PASSING AT A DISTANCE OF 202.60 FEET A SOUTHWEST CORNER OF SAID LOT 52, BLOCK A, AND CONTINUING FOR A TOTAL DISTANCE OF 430.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.913 ACRES OF LAND.

SHEET NO. 2 OF 3



Carlson, Brigance & Doering, Inc.

Phone No. (512) 280-5160 • Fax No. (512) 280-5165

J:\AC3D\5066\Survey\PLAT - AUGUSTINE WAY

# AUGUSTINE WAY FINAL PLAT

STATE OF TEXAS	\$ KNOW ALL MEN BY THESE DESCRITS.
COUNTY OF WILLIAMSON	<pre>\$ KNOW ALL MEN BY THESE PRESENTS; \$</pre>
IN DOCUMENT NUMBER 20131024 A-2) RECORDED IN DOCUMENT I TRACT OF LAND RECORDED IN I MANLOVE SURVEY, ABSTRACT 417 HOLDERS OF THE CERTAIN TRACT PLAT NOTE REQUIREMENTS SHOWN AND PUBLIC PLACES SHOWN HER ALL PUBLIC ROADWAYS AND EASE	RESIDENT OF SANTA RITA KC, LLC., BEING THE OWNER OF THAT CALLED 38.231 ACRE TRACT OF LAND RECORDED 156, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THAT CALLED 40.30 ACRE TRACT OF LAND (EXHIBIT NUMBER 2008093412, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THAT CALLED 10.04 ACRE DOCUMENT 2015011539, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE B. 7, SITUATED IN WILLIAMSON COUNTY, TEXAS, SHOWN HEREON, AND DO HEREBY STATE THAT THERE ARE NO LIEN OF LAND, AND DO HEREBY SUBDIVIDE 1.913 ACRES OF LAND SHOWN HEREON, AND DO HEREBY CONSENT TO ALL IN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS—OF—WAY, EASEMENTS REON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT EMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:  AUGUSTINE WAY FINAL PLAT**
	MY HAND THIS
SANTA RITA KC, LLC, A TEXAS LIMITED LIABILITY COMPA	
BY: MREM TEXAS MANAGER, LLC, COMPANY, ITS MANAGER	, a delaware limited liability
0.1.	
BY:	
STATE OF TEXAS	§
COUNTY OF WILLIAMSON	§ KNOW ALL MEN BY THESE PRESENTS; §
WHOSE NAME IS SUBSCRIBED TO	AUTHORITY, ON THIS DAY PERSONALLY APPEARED <u>JAMES EDWARD HORNE</u> , KNOWN TO ME TO BE THE PERSON THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.
WITNESS MY HAND AND SEAL OF	OFFICE, THIS THE 5 DAY OF Schuary, 2024 A.D.
Oslador Cuellan S	ASHLEY CUELLAR SOUSA Notary Public, State of Texas My Commission Expires May 16, 2026 NOTARY ID 13376154-3
CONSENT OF MORTGAGEE	
31, 2013 RECORDED AS DOCUMENT EVEN DATE THEREWITH, AND THE	LE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER NT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE ARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.
INTERNATIONAL BANK OF COMMERCIA	Ε,
A TEXAS BANKING ASSOCIATION	
PRINTED NAME: DASAL PA	ANGEL
TITLE: Siwol Nie T	_
STATE OF TEXAS COUNTY OF	
	ALLY APPEARED Jason Rangel , known to me to be the person whose name is subscribed and acknowledged to me that he executed the same for the purposes and consideration therein
GIVEN UNDER MY HAND AND SEAL	OF OFFICE THIS THE 5th DAY OF January, A.D., 2024.
BY: Anais Baena NOTARY PUBLIC, STATE OF TEXAS	
PRINTED NAME: Anais Bach	ANAIS BAENA
MY COMMISSION EXPIRES 07-21	Notary ID 134468645

#### CITY OF LIBERTY HILL APPROVAL

THE CITY OF LIBERTY HILL	, TEXAS ACKNOWLEDGE	S RECEIPT OF	THIS PLAT FO	R REVIEW AND/OR	APPROVAL IN	N CONJUNCTION WI	TH PLANNING	PURPOSES AND	PAYMENT O	F APPLICABL
FEES FOR THE PROVISION	OF WATER AND/OR W	ASTEWATER SERV	ICFS.							

PAUL BRANDENBERG, CITY ADMINISTRATOR
CITY OF LIBERTY HILL, TEXAS Manager

#### ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 5 DAY OF January, 2024 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

STATE OF TEXAS	8	
COUNTY OF WILLIAMSON	8 8	KNOW ALL MEN BY THESE PRESENT

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
WILLIAMSON COUNTY, TEXAS

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

\_\_, DEPUTY

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\_\_\_\_\_, 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

### SHEET NO. 3 OF 3



Civil Engineering
5501 West William Cannon
Phone No. (512) 280-5160

Surveying
Austin, Texas 78749
Fax No. (512) 280-5165

J:\AC3D\5066\Survey\PLAT - AUGUSTINE WAY

Meeting Date: 01/23/2024

Preliminary plat for the Sunset Ridge Ranch 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 ratifying and approving of the preliminary plat for the Sunset Ridge Ranch subdivision – Precinct 2.

#### **Background**

This proposed subdivision consists of 2 single family lots and no new roads on 10.25 acres. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this preliminary plat in order to meet the review timelines set forth in House Bill 3167.

#### **Timeline**

2023-10-18 - initial submittal of the preliminary plat

2023-11-17 – 1st review complete with comments

2023-12-08 - 2nd submittal of preliminary plat

2023-12-19 – 2nd review complete with minor comments

2023-12-20 - 3rd submittal of preliminary plat

2024-01-04 - 3rd review complete with comments clear

2024-01-04 - County Engineer approval letter sent

2024-01-18 - preliminary placed on the January 23, 2024 Commissioners Court agenda for consideration

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

Preliminary Plat - Sunset Ridge Ranch

Final Approval Date: 01/18/2024

#### Form Review

Inbox Reviewed By Date

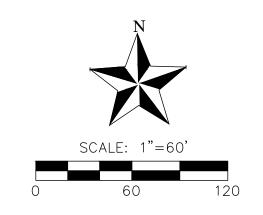
County Judge Exec Asst. Becky Pruitt 01/18/2024 11:53 AM

Form Started By: Adam Boatright Started On: 01/18/2024 11:30 AM

# SUNSET RIDGE RANCH

# PRELIMINARY PLAT OCTOBER 2023

LAMAR N. WALLACE, ET UX #2023006351 O.P.R.W.C.





GE RANCH

DATE 12-20-2023 PROJECT NO. 23-020.0

CHECKED BY

DESIGNED BY

REVISIONS ENGINEERED APPRODESCRIPTION BY DATE

STEVEN KIRKPATRICK

9. 105046

9. //CENSE

NO. 1. 2. E. 4. .2.

12-20-2023

of **3** 



NO. OF LOTS: 2

OWNER/SUBDIVIDER: DARIN HIATT

1133 ALMERIA BEND

OWNER/SUBDIVIDER: CLAIR HAWKINS 1133 ALMERIA BEND LEANDER, TX 78641 P: (208) 380-1990

E: HIATT.DARIN@GMAIL.COM

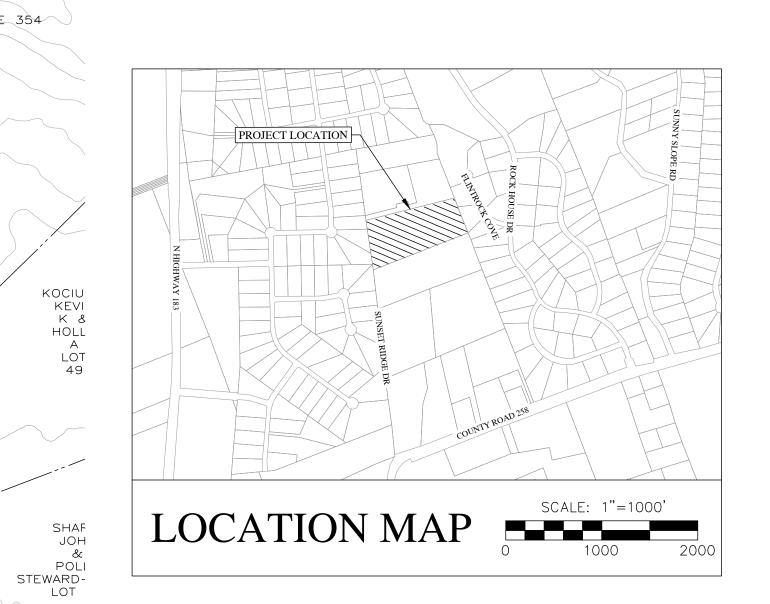
E: BEARHAWKINS@GMAIL.COM

GANJOO, SUMEDHA & PARIMAL SARAF LOT 52

> RANCHO SANTA FE, SECTION 1 #2014101204 O.P.R.W.C.

& SARAH LOT 41

LEANDER, TX 78641 P: (512) 550-9891

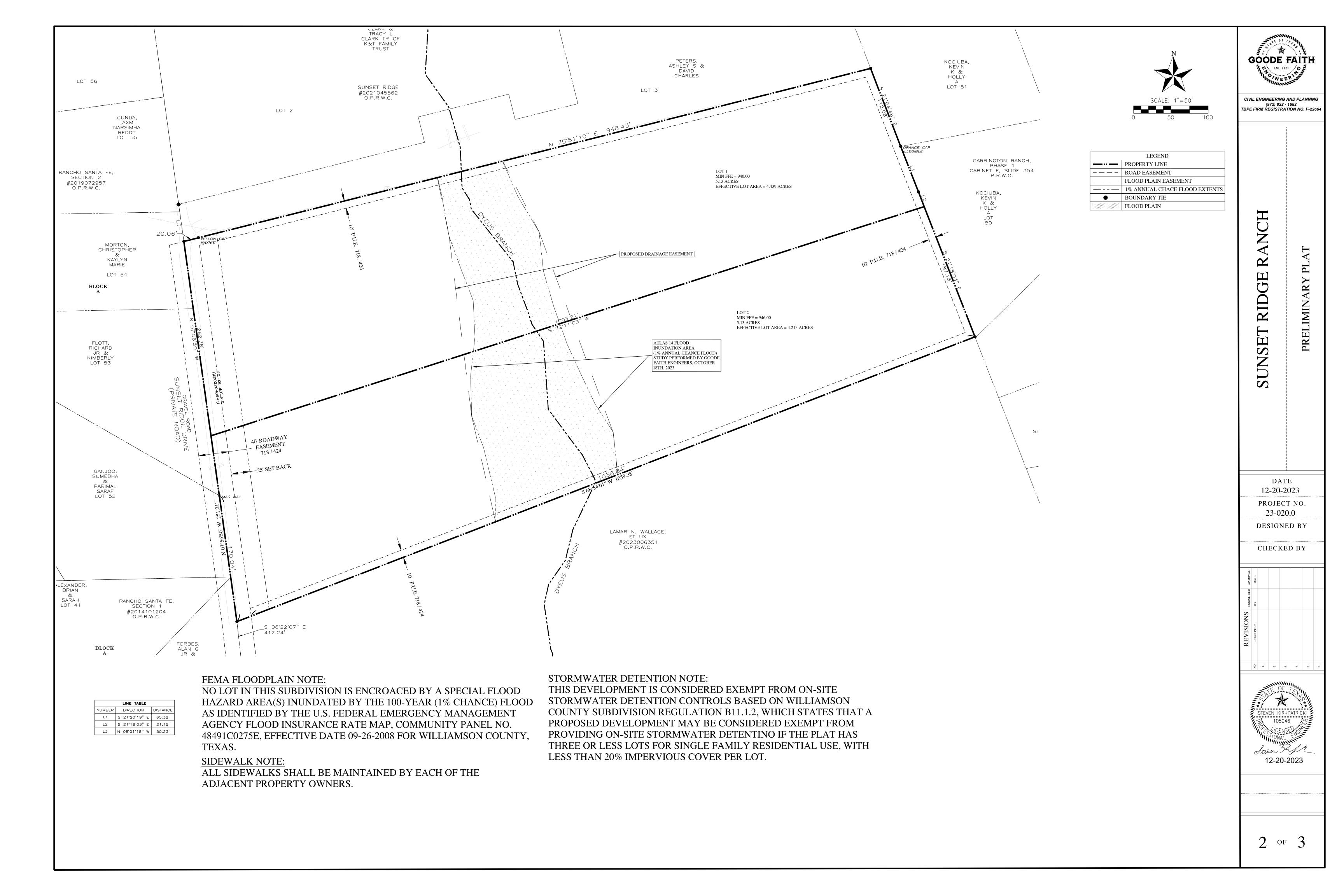


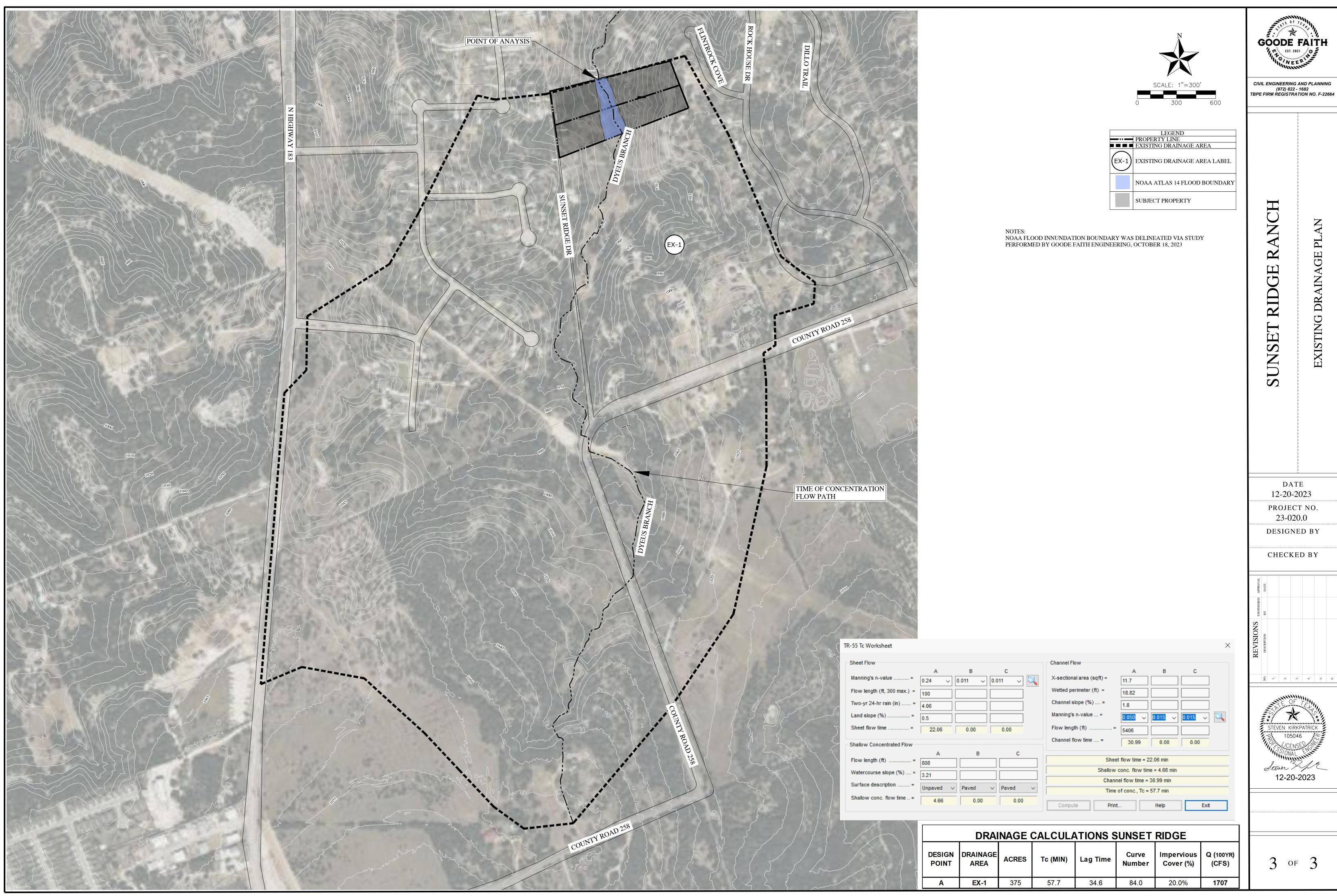
1ST SUBMITTAL TO WILLIAMSON COUNTY
2ND SUBMITTAL TO WILLIAMSON COUNTY
3RD SUBMITTAL TO WILLIAMSON COUNTY

KEVIN K & HOLLY A LOT 51

CARRINGTON RANCH,
PHASE 1
CABINET F, SLIDE 354
P.R.W.C.

KEVIN K & HOLLY A







**Meeting Date:** 01/23/2024

Preliminary plat for the Santa Rita Ranch Phase 8 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 Santa Rita Ranch Phase 8 subdivision – Precinct 3.

# **Background**

This proposed subdivision consists of 56 single family lots, 6 open space/drainage/utility easement lots and 5,950 linear feet of new public roads on 110.98 acres.

# **Timeline**

2022-10-14 - Initial submittal of the preliminary plat

2022-11-03 - 1st review complete with comments

2023-03-07 - 2nd submittal of preliminary plat

2023-03-22 - 2nd review complete with comments

2023-04-28 - 3rd submittal of preliminary plat

2023-05-12 - 3rd review complete with comments

2023-10-13 - 4th submittal of preliminary plat

2023-10-27 - 4th review complete with comments

2024-01-12 - 5th submittal of preliminary plat

2024-01-17 - 5th review complete with comments clear

2024-01-18 - preliminary placed on the January 23, 2024 Commissioners Court agenda for consideration

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

# **Attachments**

Preliminary Plat - Santa Rita Ranch Ph 8

# Form Review

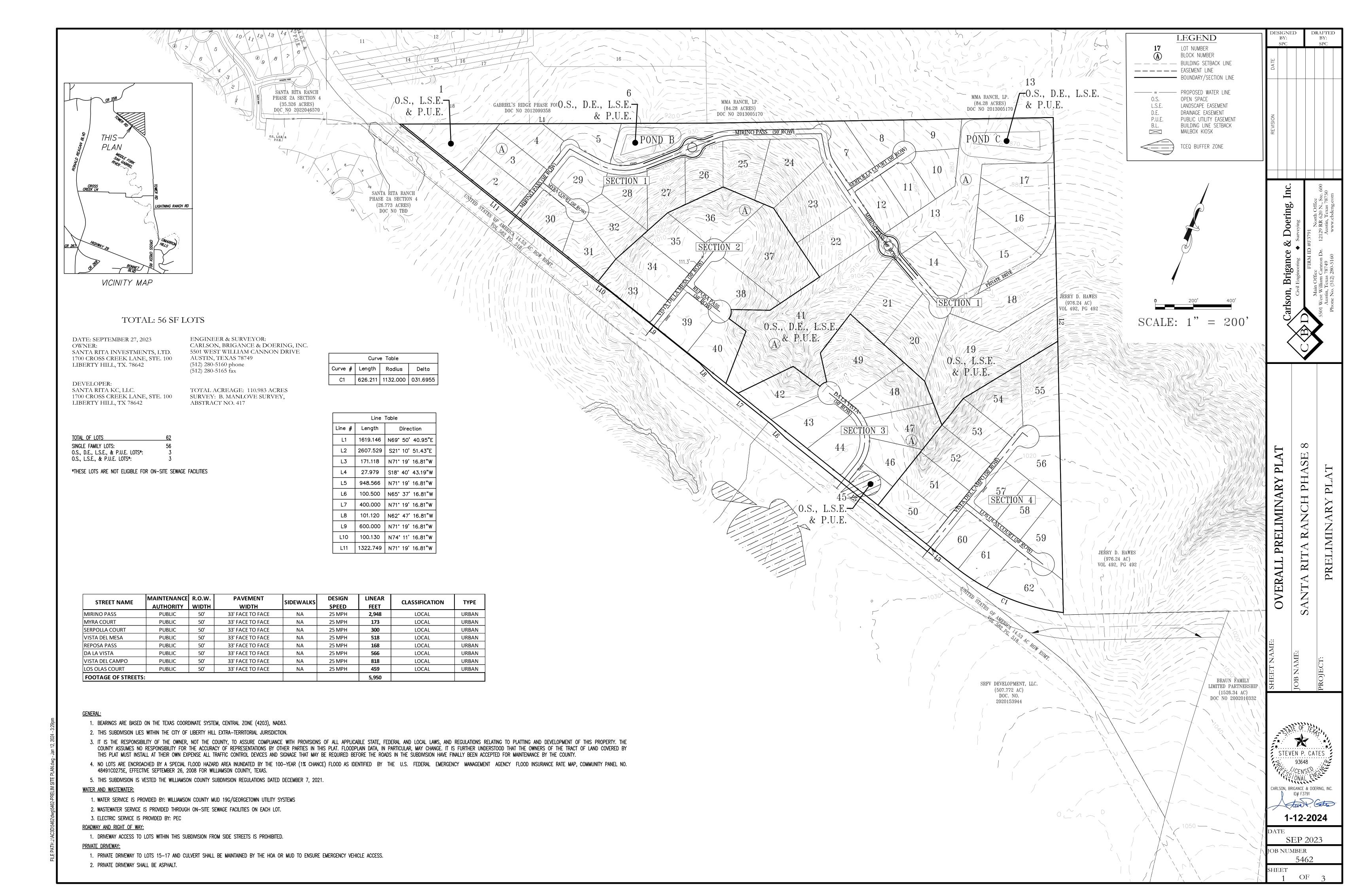
Inbox Reviewed By Date

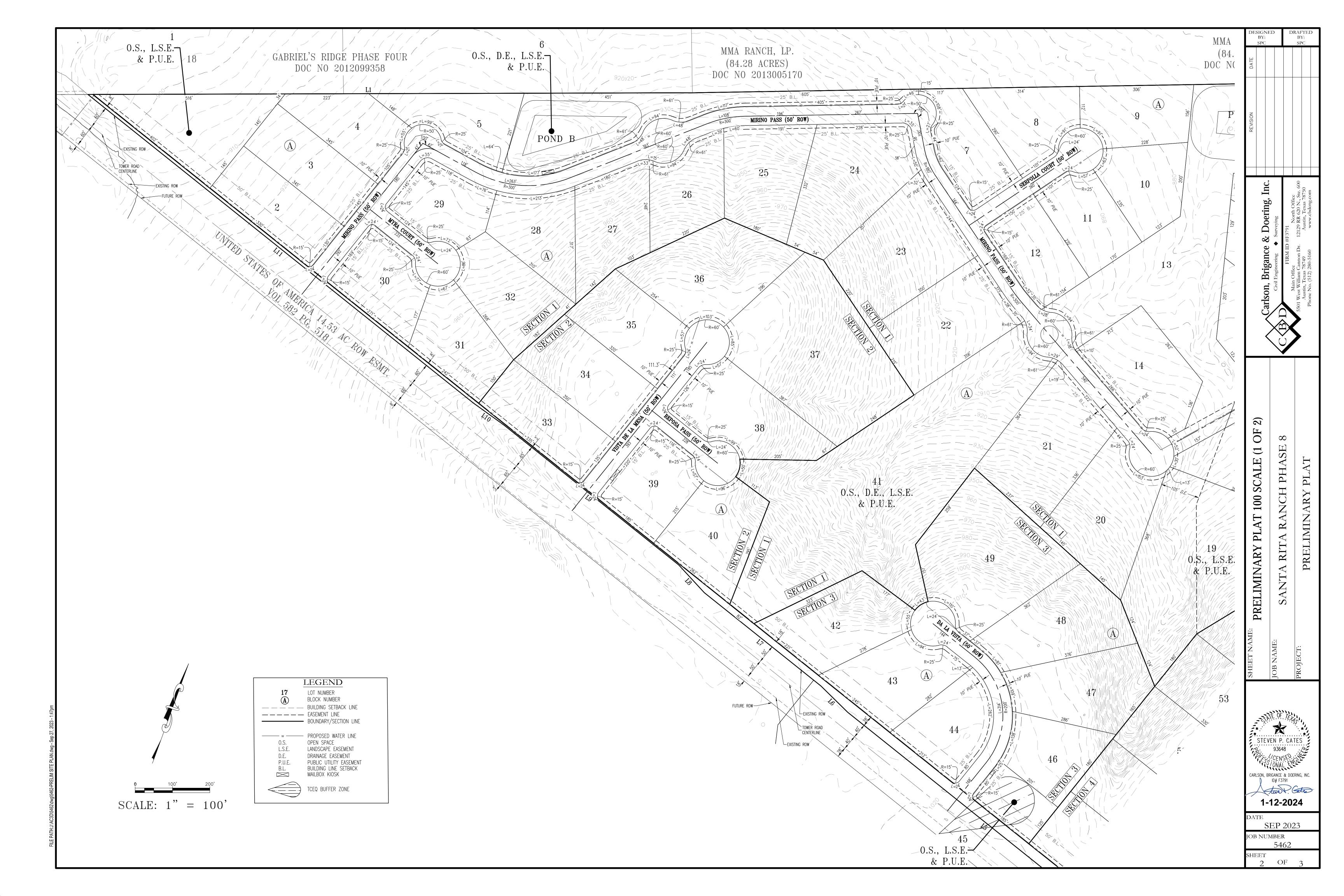
County Judge Exec Asst. Becky Pruitt 01/18/2024 11:50 AM

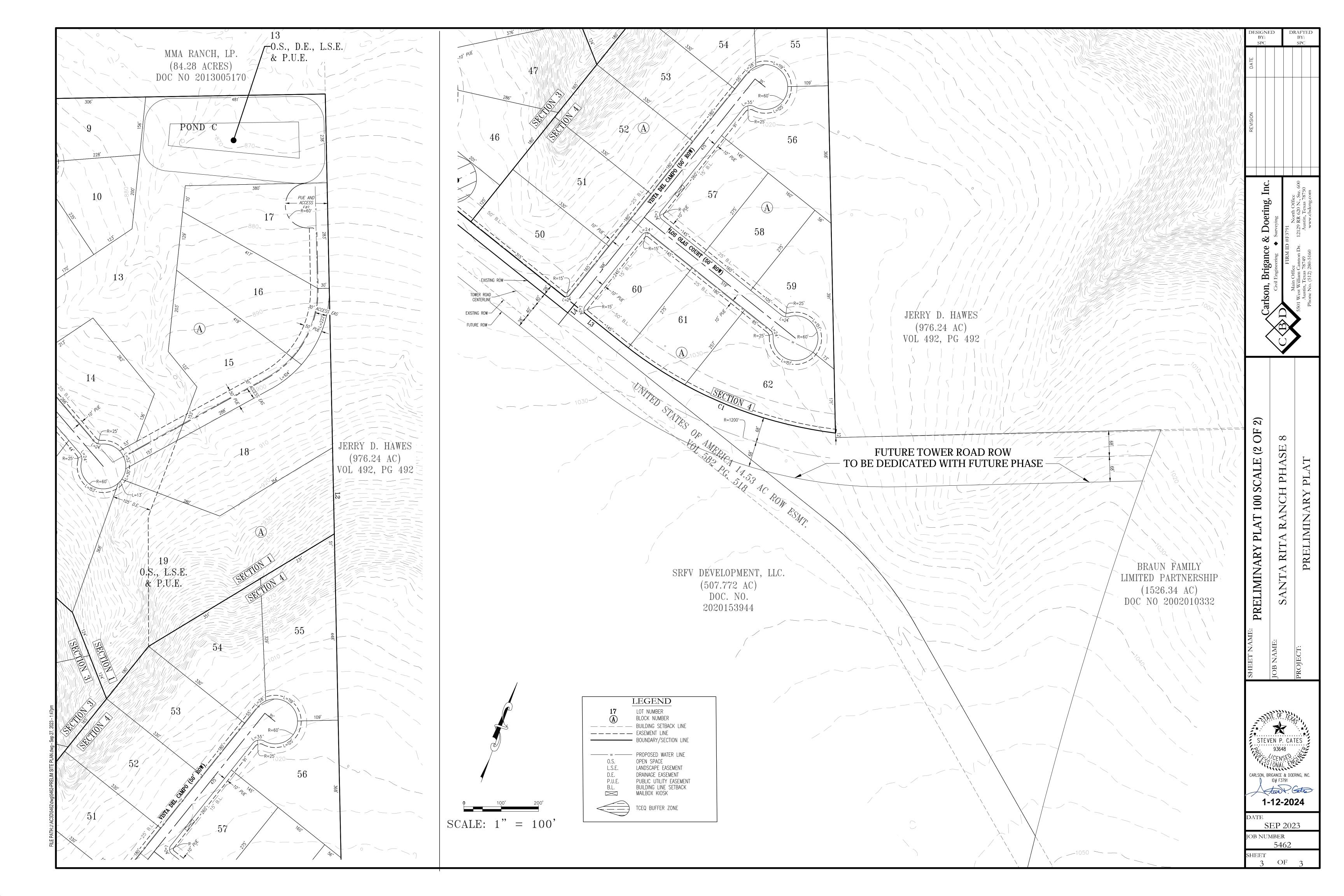
Form Started By: Adam Boatright Final Approval Date: 01/18/2024

Started On: 01/18/2024 11:40 AM

37.







Meeting Date: 01/23/2024

Replat for Lot 15 of the Brushy Bend Park Section 2 Phase 2 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 ratifying and approving the replat for Lot 15 of the Brushy Bend Park Section 2 Phase 2 subdivision – Precinct 3.

# **Background**

This subdivision consists of 2 lots with no new roads. The purpose of this replat is to subdivide the single existing lot into 2 newly configured lots. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this replat in order to meet the review timelines set forth in House Bill 3167.

# **Timeline**

2022-08-19 - initial submittal of the replat

2022-09-16 – 1st review complete with comments

2022-10-22 - 2nd submittal of replat

2022-11-04 - 2nd review complete with comments

2022-11-05 - 3rd submittal of replat

2022-11-16 - 3rd review complete with comments

2022-11-17 - 4th submittal of replat

2022-12-02 - 4th review complete with comments

2023-01-06 – 5th submittal of replat

2023-01-20 - 5th review complete with comments

2023-01-22 - 6th submittal of replat

2023-02-02 - 6th review complete with comments

2023-12-22 - 7th submittal of replat

2024-01-05 - 7th review complete with comments clear

2024-01-05 - replat received with signatures

2024-01-05 - County Engineer approval letter sent

2024-01-18 - replat placed on the January 23, 2024 Commissioners Court agenda for consideration

# **Fiscal Impact**

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

# **Attachments**

Replat - Brushy Bend Park Sec 2 Phase 2 lot 15

# Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 11:53 AM

Form Started By: Adam Boatright Started On: 01/18/2024 11:28 AM Final Approval Date: 01/18/2024

38.

NUMBER OF BLOCKS: ACREAGE BY DEVELOPMENT: 4.31 ACRES (DEVELOPMENT) NUMBER OF LOTS BY DEVELOPMENT: 2 DEVELOPMENT ENGINEER: RAO'S CONSULTING ENGINEERS LLC SURVEYOR: CROSS TEXAS LAND SERVICES INC LINEAR FEET OF NEW STREETS : 0 SUBMITTAL DATE: 27TH SEPTEMBER 2021

# BRUSHY BEND SECTION - II PHASE TWO LOT 15 REPLAT

BEING ALL OF LOT 15, BRUSHY BEND SECTION II, PHASE TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET C, SLIDE 123, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

THE STATE OF TEXAS (COUNTY OF WILLIAMSON)

STATE OF TEXAS § COUNTY OF WILLIAMSON §

CHAKRADHAR KARRI SOLE OWNER! (OR CO-OWNER) OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORD I CHANAGHAY ARMS SOLVER TO TO COMMENT THE CERTAIN THAT THERE ARE NO LIER HOLD THE CERTAIN THAT THERE ARE NO LIER HOLD THE CERTAIN TRACT OF LAND. AND DO HEREBY STATE THAT THERE ARE NO LIER HOLDERS OF THE CERTAIN TRACT OF LAND. AND DO HEREBY BROWN THAT THE TWO LOT IS REPLAT SAID TRACT AS SHOWN HEREON. AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS. SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEWENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIMISION

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23 DAY OF 50H t 2023

KNOW ALL MEN BY THESE PRESENTS

THE STATE OF TEXAS COUNTY OF WILLIAMSON

AUSTIN, TX 78716

THAT I CHAKRADHAR KARRI , AS THE OWNER OF THAT CERTAIN ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER 2021022309, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY DEDICATE TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON TO BE KNOWN AS SUBDIVISION

· Chy

THE STATE OF TEXAS COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 23 DAY OF JUNE 20 23 BY, NOTARY PUBLIC STATE OF TEXAS
PRINTED NAME: Mathewas Chacke

MY COMMISSION EXPIRES: August 3, 2025

THE STATE OF TEXAS COUNTY OF WILLIAMS

, S. RAO VASAMSETTI..., DO HERBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS LOCATED WITHIN THE EDWARD AQUIFER RECHARGE ZONE

SIGNATURE AND SEAL OF LICENSED ENGINEER 6 20 23



BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boataget 01/05/2024

MATHEWS CHACKO

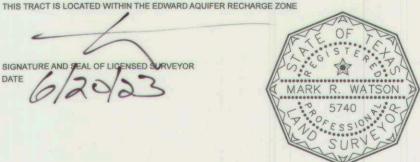
Notary Public, State Of Texas

Comm. Exp. August 3, 2025 Notary ID# 128027507

COUNTY OF WILLIAMSON

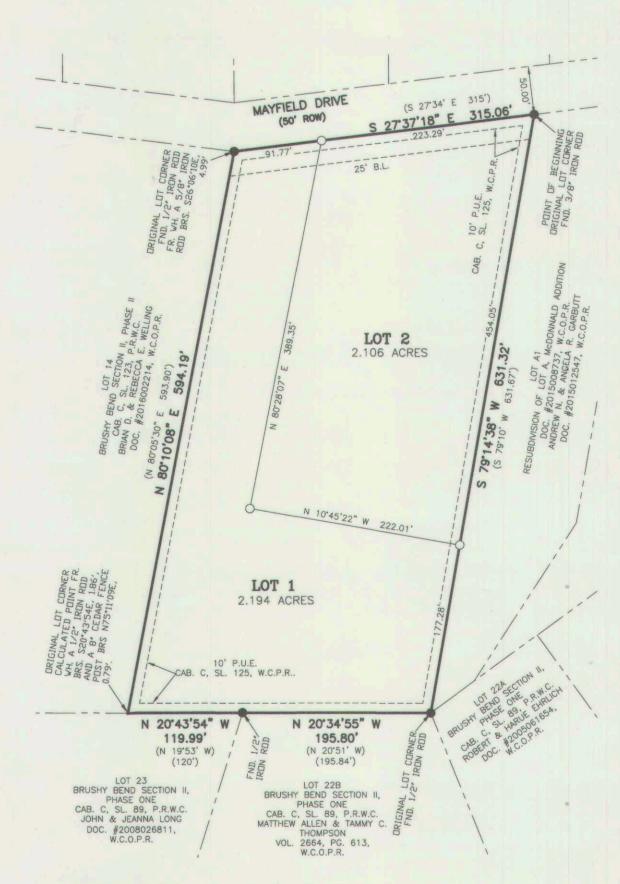
I, <u>MARK R. WATSON</u>, DO HERBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

WILLIAMSON COUNTY ENGINEER



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 22 DAY OF December 2023

SeusaBak TeresaBaker



LEGAL DESCRIPTION: BEING ALL OF LOT 15, BRUSHY BEND SECTION II, PHASE TWO, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET C. SLIDE 123, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO CHAKRADHAR KARRI, RECORDED IN DOCUMENT NO. 2021022309, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF CROSS TEXAS LAND SERVICES INC IN SEPTEMBER 2021:

BEGINNING AT A 3/8 INCH IRON ROD FOUND IN THE WEST RIGHT OF WAY LINE OF MAYFIELD DRIVE, FOR THE NORTHEAST CORNER OF LOT A1, RESUBDIVISION OF LOT A, MCDONNALD ADDITION, RECORDED IN DOCUMENT NO. 2015008737, OF THE SAID OFFICIAL RECORDS, FOR THE SOUTHEAST CORNER OF SAID LOT 15, FOR THE SOUTHEAST CORNER

THENCE SOUTH 79°14'38" WEST, ALONG THE COMMON LINE OF SAID LOT 15 AND SAID LOT A, A DISTANCE OF 631.32 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT A1. THE NORTH CORNER OF LOT 22A, BRUSHY BEND SECTION II, PHASE ONE. RECORDED IN CABINET C. SLIDE 89, OF THE SAID PLAT RECORDS, FOR THE SOUTHEAST CORNER OF LOT 22B, OF THE SAID BRUSHY BEND SECTION II, PHASE ONE, FOR THE SOUTHWEST CORNER OF SAID LOT 15, FOR THE SOUTHWEST CORNER HEREOF:

THENCE NORTH 20°34'55" WEST, ALONG THE COMMON LINE OF SAID LOT 15 AND SAID LOT 22B. A DISTANCE OF 195.80 FEET TO THE NORTHEAST CORNER OF SAID LOT 22B. THE SOUTHEAST CORNER OF LOT 23, OF THE SAID BRUSHY BEND SECTION II, PHASE ONE, IN THE WEST LINE OF SAID LOT 15, FOR AN ANGLE POINT IN THE WEST LINE HEREOF;

THENCE NORTH 20°43'54" WEST, ALONG THE COMMON LINE OF SAID LOT 15 AND SAID LOT 23. A DISTANCE OF 119.99 FEET TO A POINT IN THE EAST LINE OF SAID LOT 23, FOR THE SOUTHWEST CORNER OF LOT 14, OF THE SAID BRUSHY BEND SECTION II, PHASE TWO, FOR THE NORTHWEST CORNER OF SAID LOT 15, FOR THE NORTHWEST CORNER HEREOF, FROM WHICH A FOUND 1/2 INCH IRON ROD BEARS SOUTH 20°43′54" EAST, A DISTANCE OF 1.86 FEET, AND A FOUND 8-INCH CEDAR FENCE POST BEARS NORTH 75°11'09" EAST, A DISTANCE OF 0.79 FEET;

THENCE NORTH 80°10'08" EAST, ALONG THE COMMON LINE OF SAID LOT 14 AND SAID LOT 15, A DISTANCE OF 594.19 FEET TO A 1/2 INCH IRON ROD FOUND IN THE WEST RIGHT OF WAY LINE OF SAID MAYFIELD DRIVE, FOR THE SOUTHEAST CORNER OF SAID LOT 14, THE NORTHEAST CORNER OF SAID LOT 15, FOR THE NORTHEAST CORNER HEREOF, FROM WHICH A FOUND 5/8 INCH IRON ROD BEARS SOUTH 26°06'10" EAST, A DISTANCE OF 4.99 FEET;

THENCE SOUTH 27°37′18" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID MAYFIELD DRIVE AND THE EAST LINE OF SAID LOT 15, A DISTANCE OF 315.06 FEET TO THE POINT OF BEGINNING, AND CONTAINING 4.300 ACRES, MORE OR LESS, AND AS SHOWN HEREON.

NOTE: BEARINGS, DISTANCES AND ACREAGE SHOWN HEREON ARE NAD 83, TEXAS CENTRAL ZONE AND ARE DERIVED FROM GPS TECHNIQUES.

NOTE:

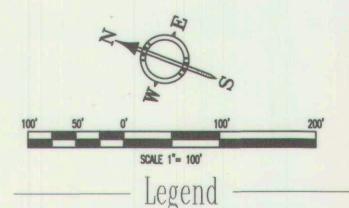
- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER
- 2. WATER SERVICE IS PROVIDED BY: AQUA TEXAS INC WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITY
- 3. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- 4. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- 5. THIS SUBDIVISION IS WHOLLY CONTAINED IN EXTRA TERRITORIAL JURISDICTIONS OF
- 6. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100—YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL E M E R G E N C Y MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0470F, EFFECTIVE DATE DECEMBER 12, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- 7. 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.
- 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.
- PHOW THE CROWNS OF THE ADJACENT STREETS.

  THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF BRUSHY BEND SECTION II PHASE TWO AS RECORDED IN CABINET C SLIDE 123 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
- 10. 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 BRUSHY BEND SECTION II PHASE TWO, AS RECORDED IN CABINT C, SLIDE 123 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
- 11. NO CULVERTS REQUIRED FOR NEW DRIVEWAY. 12. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
- REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

  13. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- 14. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY
- 15. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON
- 16. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF
- 17. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS
- 18. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OFWAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY. 19. 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. 20. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE
- 21. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER
- 22. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- 24. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
- 25. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

E WHITESTONE BLVD SAM BASS ROAD

LOCATION MAP



• FIR FOUND IRON ROD AS NOTED

O SIRC SET 1/2" IRON ROD WITH CAP

PROPOSED 10-FT CONCRETE TRAIL

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

WILLIAMSON COUNTY, TEXAS

THE STATE OF TEXAS COUNTY OF WILLIAMSON

THAT I, NANCY RISTER , CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREB CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF A.D., 20
AT O'CLOCK M. AND DULY RECORDED ON THE DAY OF
A.D., 20
A.D., 20
O'CLOCK M. IN THE PLAT RECORDS OF SAID
COUNTY, IN CABINET, SLIDE(S)
WITHESS MY HAND AND SEAL OF THE COUNTY

COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY RISTER, COUNTY COURT CLERK,

COUNTY COURT WILLIAMSON COUNTY, TEXAS

RAO'S CONSULTING ENGINEERS P.O. BOX. 592991 SAN ANTONIO TX 78258 TXPE FIRM#17655 PHONE: 210.549.7557. www.raosengineering.com

DATE OF PRINT: FEBRUARY 17, 2023



SHEET 1 OF 1

Meeting Date: 01/23/2024

Final plat for the Cool Water Phase 5 Sections 1 & 2 subdivision – Pct 4

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

**Department:** Infrastructure **Agenda Category:** Consent

## Information

# Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the final plat for the Cool Water Ph 5 Sections 1 & 2 subdivision – Precinct 4.

# **Background**

This is the next section of the Cool Water development. It consists of 179 single family lots, 1 open space/drainage lot, 1 open space/trail lot, 1 lift station lot, and 5,315 linear feet of new public roads. Roadway and drainage construction has been completed. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this final plat in order to meet the review timelines set forth in House Bill 3167.

# **Timeline**

2023-10-06 - initial submittal of the final plat

2023-11-03 – 1st review complete with comments

2023-12-01 – 2nd submittal of final plat

2023-12-15 - 2nd review complete with comments

2023-12-20 - 3rd submittal of final plat

2024-01-04 - 3rd review complete with comments clear

2024-01-05 – receipt of final plat with signatures

2024-01-16 - County Engineer approval letter sent

2024-01-18 - final plat placed on the January 23, 2024 Commissioners Court agenda for ratification

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

# **Attachments**

Final Plat - Cool Water Ph 5 Sec 1 & 2

# Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 11:54 AM

Form Started By: Adam Boatright Started On: 01/18/2024 11:32 AM Final Approval Date: 01/18/2024

# 300 SCALE: 1"=100' FIGHTING SEABEES RUN COOL WATER PHASE 1 DOC. 2021045646 3 2 1 1 1 2 1 S2119'49"E 115.00' 115.00' 18 12 115.20' B.M. 1 122.21 ELEV: 842.99' 12 18 N68'40'11"E 11 15' B.L. 15' B.L. 107.30 100.99 N68'40'11"E 214.71' JOHN WAYNE TRAIL JOHN WAYNE TRAIL (50' R.O.W.) L4 L5 M N68'40'11"E 905.57' 1.56 1.67 50.00' 40.00 125.78' 급 N68'47'38"E FLYING TIGERS TRAIL (50' R.O.W.) N68'40'11"E 497.50' 125.05' **8** 10 $\mathbf{C}$ 9 34 Z N68'40'11"E 4 129.47' **33** OLD STAGECOACH ROAD (50' R.O.W.) N68'40'11"E 445.23' CAS L54 40.00 40.0 **32**

S68°25′59"W 751.27'

S68°25'59"W 1223.83'

(20.09 AC)

MARK E. HARBIN

& WIFE, MARY L. HARBIN

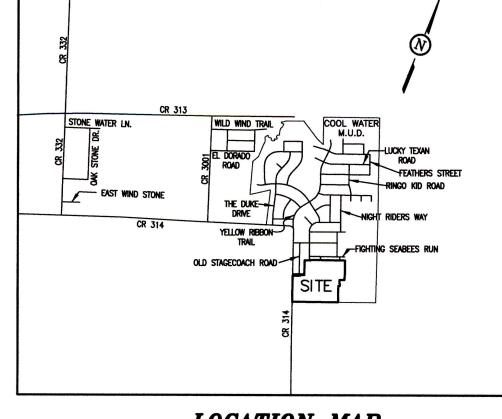
VOL. 877, PG. 904

# FINAL PLAT COOL WATER PHASE SECTIONS 1&2

STATION 8 0.221 AC 81.29

LOT 219

OPEN SPACE/TRAIL-0.697 AC



LEGAL DESCRIPTION: 30.945 ACRES OUT OF THE W. BRYAN SURVEY, ABSTRACT NO. A-108 WILLIAMSON COUNTY, TEXAS

OWNER: SONWEST CO. 3939 BEE CAVE ROAD, SUITE C-100 AUSTIN, TEXAS 78746

**ENGINEER:** MICHAEL S. FISHER, P.E. PAPE-DAWSON CONSULTING ENGINEERS. LLC FIRM NO. 470 10801 NORTH MOPAC EXPRESSWAY BUILDING 3, SUITE 200 AUSTIN, TEXAS 78759 PH: (512) 454-8711

SURVEYOR: RYAN T. LENZ, R.P.L.S. LENZ & ASSOCIATES, INC. FIRM NO. 100290-00 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744 PH: (512) 443-1174

# LOT SUMMARY:

17

TOTAL LOTS 182

# **BUILDING SETBACKS:**

FRONT S	TREET	25
SIDE STF	REET	15
REAR		10
SIDE		5

STREET DATA							
STREET	LENGTH	R.O.W. WIDTH	PVMT. WIDTH	DESIGN SPEED	MAINTENANCE AUTHORITY	CLASSIFICATION	
ARBARY COAST LANE	370 LF	50'	30 LOG - LOG	25 MPH	PUBLIC	LOCAL	
LUE STEEL ROAD	667 LF	50'	30 LOG - LOG	25 MPH	PUBLIC	LOCAL	
LYING TIGERS TRAIL	1109 LF	50'	30 LOG - LOG	25 MPH	PUBLIC	LOCAL	
OHN WAYNE TRAIL	953 LF	50'	30 LOG - LOG	25 MPH	PUBLIC	LOCAL	
LD STAGECOACH ROAD	1314 LF	50'	30 LOG - LOG	25 MPH	PUBLIC	LOCAL	
AINBOW VALLEY WAY	522 LF	50'	30 LOG - LOG	25 MPH	PUBLIC	LOCAL	
ANDERVOORT WAY	380 LF	50'	30 LOG - LOG	25 MPH	PUBLIC	LOCAL	

LOCATION MAP

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) CENTRAL ZONE. DISTANCES ARE SURFACE. SURFACE TO GRID COMBINED SCALE FACTOR 0,99988

ELEVATIONS ARE NAVD88 (GEOID 12A)

SITE BENCHMARK #1 - MAG NAIL SET IN ASPHALT WITH WASHER, SW CORNER JOHN WAYNE TRAIL & OLD STAGECOACH ROAD ELEV. - 842.99

SITE BENCHMARK #2 - SQUARE CUT ON TOP CENTER OF HEADWALL, EAST SIDE C.R. 314, +/- 10' SOUTH OF SW CORNER OF THIS SUBDIVISION. ELEV. - 830.54'

SITE BENCHMARK #3 - MAG NAIL SET IN ASPHALT, NORTH SIDE OF FIGHTING SEABEES RUN, +/- 135' EAST OF CL OF BLUE STEEL ROAD. ELEV. - 849.40

ELEVATIONS (NAVD88, GEOID 12A)

# **LEGEND**

	CONCRETE MONUMENT FOUND 1/2"STEEL PIN FOUND (UNLESS NOTED)
1817●	1/2"STEEL PIN FOUND
	W/ CAP MARKED 'RPLS 1817'
F	1/2"STEEL PIN FOUND W/ CAP MARKED 'FOREST'
0	1/2"STEEL PIN SET W/CAP
_	MARKED 'LENZ & ASSOC.'
•	PIPE FOUND
<b>⊙</b>	60d NAIL FOUND AT FENCE CORNER
Δ	COMPUTED POINT
$\boxtimes$	MAILBOX CLUSTER
F₩	SPINDLE FOUND
5∰	SPINDLE SET
P.O.C.	POINT OF COMMENCEMENT
	POINT OF BEGINNING
- 1- 0	LIETAL STATES SANIES

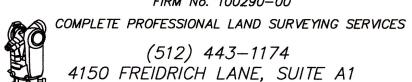
F/CO METAL FENCE CORNER POST P.U.E. PUBLIC UTILITY EASEMENT DRAINAGE EASEMENT ACCESS EASEMENT W.W.E. WASTEWATER EASEMENT W.L.E. WATERLINE EASEMENT

B.L. BUILDING LINE (BRG.~DIST.) RECORD CALL

(J) BLOCK LABEL R.O.W. RIGHT-OF-WAY

SIGHT DISTANCE EASEMENT W.C.A.D. WILLIAMSON CENTRAL APPRAISAL DISTRICT B.E.C.A.E. BARTLETT ELECTRIC COOPERATIVE ACCESS EASE.

SHEET 1 OF 6



AUSTIN, TEXAS 78744 SURVEY #: 2020-0136E

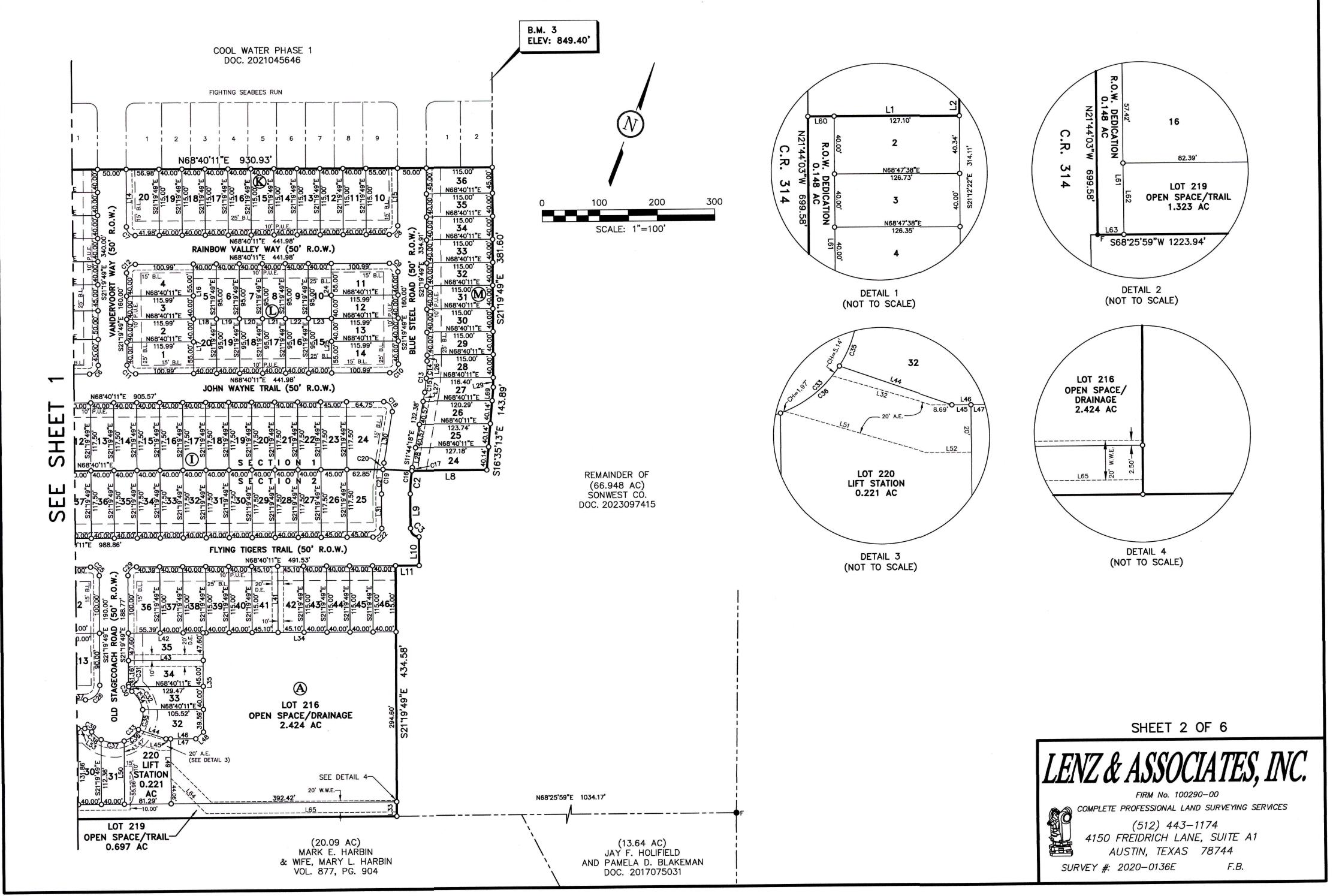
F.B.

SUBMITTAL DATE: SEPTEMBER 18, 2023

B.M. 2

ELEV: 830.54'

66.3'



LINE TABLE					
LINE		DISTANCE			
L1	N68'38'34"E	136.26'			
L2	N21*12'22"W	4.97'			
L3	N68'35'43"E	50.00			
L4	N64'55'49"E	76.66			
L5	N68°40'11"E	26.11			
L6	N68'47'38"E	165.29'			
L7	N21°08'48"W	10.46			
L8	S68°40'11"W	130.56			
L9	S21°19'49"E	59.58			
L10	S21'19'49"E	50.00'			
L11	S68°40'11"W	40.94			
L12	N68°40'11"E	99.58'			
L13	S21'11'30"E	43.00'			
L14	S21'19'49"E	100.00'			
L15	S21°19'49"E 100.00				
L16	S21'19'49"E 95.00				
L17					
L18	N68°40'11"E 40.00				
L19	N68°40'11"E	40.00'			
L20	N68°40'11"E	40.00'			
L21	N68'40'11"E	40.00'			
L22	N68'40'11"E	40.00'			
L23	N68'40'11"E	40.00'			
L24	S21'19'49"E	95.00'			
L25	S21'19'49"E	95.00'			
L26	S21'19'49"E	9.91'			
L27	S11'44'18"E	16.16'			
L28	S11'44'18"E	35.09			
L29	S21'19'49"E	16.60'			
L30	S11°44'18"E	90.02			
L31	S21'19'49"E	59.58			
L32	S84°55'45"W	<del></del>			
L33	S21°19'49"E	25.00'			
L34	N68'40'11"E	335.62			
L35	S21'19'49"E	172.19			
L36	N68'26'03"E				

	LINE TABL		
LINE		DISTANCE	
	N68'40'11"E	25.00'	
	N68'40'11"E	30.53	
L39	S31'02'11"E	14.02'	
L40	S21'12'22"E	39.25'	
L41	S21'19'49"E	115.00'	
L42	N68°40'11"E	129.97	
L43	N68'40'11"E	129.97	
L44	N87°40'02"E	50.41'	
L45	N68'40'11"E	8.14'	
L46	N68°40'11"E	52.06'	
L47	N68'40'11"E	43.92'	
L48	N27'58'04"E	17.59'	
L49	S21'34'01"E	112.54	
L50	S21'20'02"E	109.47	
L51	N84°55'45"E	61.79'	
L52	N68'40'11"E	19.76'	
L53	N68°40'11"E	11.88'	
L54	N68°40'11"E	33.35'	
L55	S12°45'20"E	25.34'	
L56	S31'02'11"E	34.63'	}
L57	S31'02'11"E	40.00'	
L58	S31'02'11"E	25.92'	
L59	S21'12'22"E	33.77	1
L60	N68°38'34"E	9.00'	
L61	S21'44'03"E	699.55	
L62	S21°44'03"E	25.00'	
L63	N68°25'59"E	9.00'	
L64	S66°19'49"E	86.70'	
L65	N68'25'59"E	359.90'	
L66	N64°55'49"E	37.12'	
L67	N64°55'49"E	39.55'	}
L68	N68'40'11"E	1.93'	
L69	S16°35'13"E	23.48'	
L70	N68'47'38"E	124.68	
L71	N68'47'38"E	126.15	

			CURVE TABL		
CURVE	DELTA ANGLE	RADIUS		CHORD BEARING	
C1	89'52'33"	15.00'	23.53'	N23°43'55"E	21.19'
C2	8°27'06"	275.00'	40.57	S17°06'16"E	40.53'
C3	90'00'00"	15.00'	23.56'	S66°19'49"E	21.21'
C4	89.52,33"	15.00'	23.53'	N23°43'55"E	21.19'
C5	90'07'27"	15.00'	23.59'	S66°16'05"E	21.24'
C6	90'00'00"	15.00'	23.56'	N23'40'11"E	21.21'
C7	90.00,00	15.00'	23.56'	S66°19'49"E	21.21'
C8	90.00,00,	15.00'	23.56'	N23°40'11"E	21.21'
C9	90.00,00,	15.00'	23.56'	S66°19'49"E	21.21'
C10	90.00,00,	15.00'	23.56'	N23°40'11"E	21.21
C11	90.00,00,	15.00'	23.56'	S66'19'49"E	21.21'
C12	90.00,00,	15.00'	23.56'	N23°40'11"E	21.21'
C13	9'35'31"	325.00'	54.41'	S16'32'04"E	54.34'
C14	5'18'43"	325.00	30.13'	S18'40'28"E	30.12
C15	4'16'48"	325.00'	24.28'	S13'52'42"E	24.27
C16	9'35'31"	275.00'	46.04'	S16'32'04"E	45.98'
C17	1'08'25"	275.00	5.47'	S12'18'31"E	5.47'
C18	99*35'31"	15.00'	26.07'	S61°32'04"E	22.91'
C19	9*35'31"	325.00'	54.41'	S16'32'04"E	54.34'
C20	2.00,13,	325.00	11.36'	S12'44'24"E	11.36'
C21	7°35'18"	325.00'	43.04'	S17'32'10"E	43.01'
C22	90.00,00,	15.00'	23.56'	N23°40'11"E	21.21'
C23	90.07,27,	15.00'	23.59'	S66'16'05"E	21.24'
C24	89*52'33"	15.00'	23.53'	N23°43'55"E	21.19'
C25	90.00,00,	15.00'	23.56'	S66°19'49"E	21.21'
C26	90.00,00,	25.00'	39.27'	N23'40'11"E	35.36'
C27	80°17'38"	25.00'	35.03'	S71'11'00"E	32.24'
C28	9'49'50"	275.00	47.18'	S26'07'16"E	47.12'

¥			CURVE TABI	 LE	
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C29	90.00,00,	15.00'	23.56'	N23'40'11"E	21.21'
C30	52'01'12"	15.00'	13.62'	S47°20'25"E	13.16'
C31	14'49'27"	15.00'	3.88'	S28'44'33"E	3.87'
C32	37'11'45"	15.00'	9.74	S54'45'09"E	9.57'
C33	194'02'25"	50.00'	169.33	N23'40'11"E	99.25'
C34	43'30'48"	50.00'	37.97'	S51°35'38"E	37.07
C35	41'32'13"	50.00'	36.25	S09'04'07"E	35.46'
C36	37.14'13"	50.00'	32.50'	N30'19'06"E	31.93'
C37	47'16'12"	50.00'	41.25'	N72°34'19"E	40.09'
C38	24'28'59"	50.00'	21.37	S71'33'06"E	21.20'
C39	52°01'12"	15.00'	13.62'	S85'19'13"E	13.16'
C40	52.01,12,	15.00'	13.62'	N42*39'35"E	13.16'
C41	26'18'50"	15.00'	6.89'	N55'30'46"E	6.83'
C42	25°42'23"	15.00'	6.73	N29'30'10"E	6.67
C43	42*39'21"	50.00'	37.22'	N37'58'39"E	36.37'
C44	33'10'05"	50.00'	28.94'	N75'53'23"E	28.54'
C45	30.53'07"	50.00'	26.95'	S72'05'01"E	26.63'
C46	32°20'10"	50.00'	28.22'	S40°28'23"E	27.85'
C47	45*17'19"	50.00'	39.52'	N01°39'38"W	38.50'
C48	184'20'03"	50.00'	160.86'	S71'11'00"E	99.93'
C49	52'01'12"	15.00'	13.62	S05°01'35"E	13.16'
C50	31'01'36"	15.00'	8.12'	N05°28'13"E	8.02'
C51	20'59'36"	15.00'	5.50'	S20°32'23"E	5.47'
C52	9*49'50"	325.00	55.76'	S26'07'16"E	55.69'
C53	2'18'20"	325.00'	13.08'	S29'53'01"E	13.08'
C54	6*25'38"	325.00'	36.46'	S25*31'02"E	36.44'
C55	1°05'52"	325.00	6.23'	S21°45'17"E	6.23'

SHEET 3 OF 6

# LENZ & ASSOCIATES, INC.

COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174

4150 FREIDRICH LANE, SUITE A1

AUSTIN, TEXAS 78744

SURVEY #: 2020-0136E

F.B.

30.945 AC. W. BRYAN SURVEY, A-108 WILLIAMSON COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF 30.945 ACRES OF LAND OUT OF THE W. BRYAN SURVEY, ABSTRACT NO. 108, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 66.948 ACRE TRACT DESCRIBED IN A DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2023097415 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 30.945 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

NOTE: ALL STEEL PINS SET CITED HEREIN ARE 1/2 INCH DIAMETER WITH CAP MARKED LENZ & ASSOC. BEARINGS CITED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE.

BEGINNING AT A STEEL PIN FOUND WITH CAP MARKED FOREST ON THE EAST LINE OF COUNTY ROAD 314 AT THE SOUTHWEST CORNER OF THE SAID 66.948 ACRE SONWEST CO. TRACT;

THENCE, N 21'44'03" W, 699.58 FEET ALONG THE EAST LINE OF COUNTY ROAD 314 TO A STEEL PIN SET AT THE SOUTHWEST CORNER OF COOL WATER PHASE 1, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2021045646 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE SAME BEING AN EXTERIOR CORNER OF THE SAID 66.948 ACRE SONWEST CO. TRACT, FROM WHICH A 1/2 INCH STEEL PIN FOUND BEARS N 21'44'03" W, 97.17 FEET;

THENCE, ALONG THE COMMON LINE BETWEEN THE SAID COOL WATER PHASE 1 AND THE SAID 66.948 ACRE SONWEST CO. TRACT, THE FOLLOWING TEN (10) COURSES AND DISTANCES:

- 1) N 68'38'34" E, 136.26 FEET TO A STEEL PIN SET;
- 2) N 21"12'22" W, 4.97 FEET TO A STEEL PIN SET;
- 3) N 68°35'43" E, 50.00 FEET TO A STEEL PIN SET;
- 4) WITH A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°52'33", A RADIUS OF 15.00 FEET, AN ARC OF 23.53 FEET AND A CHORD BEARING AND DISTANCE OF N 23°43'55" E, 21.19 FEET TO A STEEL PIN SET;
- 5) N 64°55'49" E, 76.66 FEET TO A STEEL PIN SET;
- 6) N 68°40'11" E, 26.11 FEET TO A STEEL PIN SET;
- 7) N 2119'49" W, 394.90 FEET TO A STEEL PIN SET
- 8) N 68'47'38" E, 165.29 FEET TO A STEEL PIN SET;
- 9) N 21'08'48" W, 10.46 FEET TO A STEEL PIN SET;
- 10) N 68'40'11" E, 930.93 FEET TO A STEEL PIN SET AT AN EXTERIOR CORNER OF THE SAID COOL WATER PHASE 1 SUBDIVISION, THE SAME BEING AN INTERIOR CORNER OF THE SAID 66.948 ACRE SONWEST CO. TRACT;

THENCE, TRAVERSING THE INTERIOR OF THE SAID 66.948 ACRE SONWEST CO. TRACT, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

- 1) S 21"19'49" E, 381.60 FEET TO A STEEL PIN SET;
- 2) S 16'35'13" E, 143.89 FEET TO A STEEL PIN SET;
- 3) S 68°40'11" W, 130.56 FEET TO A STEEL PIN SET;
- 4) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 8'27'06", A RADIUS OF 275.00 FEET, AN ARC OF 40.57 FEET AND A CHORD BEARING AND DISTANCE OF S 17'06'16" E, 40.53 FEET TO A STEEL PIN SET;
- 5) S 21"19'49" E, 59.58 FEET TO A STEEL PIN SET;
- 6) WITH A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET, AN ARC OF 23.56 FEET AND A CHORD BEARING AND DISTANCE OF S 66"19"49" E, 21.21 FEET TO A STEEL PIN SET;
- 7) S 21°19'49" E, 50.00 FEET TO A STEEL PIN SET;
- 8) S 68'40'11" W, 40.94 FEET TO A STEEL PIN SET;
- 9) S 21"19'49" E, 434.58 FEET TO A STEEL PIN SET ON THE SOUTH LINE OF THE SAID 66.948 ACRE SONWEST CO. TRACT, THE SAME BEING THE NORTH LINE OF THAT CERTAIN 20.09 ACRE TRACT DESCRIBED IN A DEED TO MARK E. HARBIN & WIFE, MARY L. HARBIN RECORDED IN VOLUME 877, PAGE 904 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM WHICH A STEEL PIN FOUND WITH CAP MARKED FOREST AT THE SOUTHEAST CORNER OF THE SAID 66.948 ACRE SONWEST CO. TRACT, THE SAME BEING THE NORTHEAST CORNER OF THAT CERTAIN CALLED 13.64 ACRE TRACT DESCRIBED IN A DEED TO JAY F. HOLIFIELD, RECORDED IN DOCUMENT NUMBER 2017075031 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEARS N 68°25'59" E, 1034.17 FEET;

THENCE, S 68'25'59" W, 1223.83 FEET ALONG THE NORTH LINE OF THE SAID 20.09 ACRE HARBIN TRACT, THE SAME BEING THE SOUTH LINE OF THE SAID 66.948 ACRE SONWEST CO. TRACT, TO THE PLACE OF BEGINNING, CONTAINING 30.945 ACRES OF LAND, MORE OR LESS.

SHEET 4 OF 6

FIRM No. 100290-00 COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174 4150 FREIDRICH LANE, SUITE A1

F.B.

AUSTIN, TEXAS 78744

SURVEY #: 2020-0136E

# NOTES:

- 1) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
- 2) A 10' WIDE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
- 3) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
- 4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- 5) THIS SUBDIVISION IS NOT LOCATED WITHIN THE EDWARDS AQUIFER.
- 6) MAINTENANCE RESPONSIBILTY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINAGE OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- 7) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- 8) BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.
- 9) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 11) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 12) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 13) THE SUBDIVISION LIES WITHIN THE BOUNDARIES OF COOL WATER MUNICIPAL UTILITY DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.
- 14) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
- 15) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
- 16) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

- 17) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.
- 18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 19) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR COOL WATER DEVELOPMENT AREA AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 20) IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 21) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.
- 22) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF ½ INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEFT
- 23) THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 24) A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY..
- 25) 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 ADJACENT STREETS.
- 26) ANY OWNER/BUILDER THAT INSTALLS A SIDEWALK MUST INSTALL RAMPS TO ADA COMPLIANCE.
- 27) USE OF PUBLIC UTILITY EASEMENTS BY FRANCHISE UTILITIES SHALL BE APPROVED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.
- 28) ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
- 29) ALL LOTS LESS THAN 50' IN WIDTH AND SHOWN AS PART OF THIS FINAL PLAT MAY NOT BE FURTHER SUBDIVIDED.
- 30) WATER SERVICE IS PROVIDED BY SONTERRA MUNICIPAL UTILITY DISTRICT. WASTEWATER SERVICE IS PROVIDED BY SONTERRA MUNICIPAL UTILITY DISTRICT.
- 31) DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 314, THE ADJACENT COUNTY ROAD.

SHEET 5 OF 6

# LENZ & ASSOCIATES, INC.

FIRM No. 100290-00 COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443-1174 4150 FREIDRICH LANE, SUITE A1

AUSTIN, TEXAS 78744

SURVEY #: 2020-0136E

F.B.

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO., ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, SOLE OWNER OF THAT CERTAIN 66.948 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2023097415 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THOSE CERTAIN TRACTS OF LAND, AND DO HEREBY SUBDIVIDE THE PORTION OF THE 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, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "COOL WATER PHASE 5 SECTIONS 1 & 2"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THEDAY OF, 20_23.
SONWEST CO.
BY: ANDY BILGER 3939 BEE CAVE ROAD, SUITE C-100 AUSTIN, TEXAS 78746
STATE OF TEVAS ?
STATE OF TEXAS }: COUNTY OF }  THIS INSTRUMENT WAS ACKNOWN EDGED REFORE ME ON THE 11 DAY
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE, ME ON THE 12 DAY OF DECEMBER, A.D. BY WILLIAM ACTING IN THE CAPACITY HEREIN STATED.
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  MY COMMISSION EXPIRES 6/23/27  STEPHANIE DOGGETT  My Notary ID # 130271560  Expires June 23, 2027

SURVEYOR'S CERTIFICATE

I, RYAN T. LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

RYAN T. LENZ

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 7024
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00



I, MICHAEL S. FISHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150F DATED DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

MICHAEL S. FISHER, P.E. DAREGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE—DAWSON CONSULTING ENGINEERS, LLC
FIRM No. 470
10801 NORTH MOPAC EXPRESSWAY
BUILDING 3, SUITE 200

AUSTIN, TEXAS 78759

MICHAEL S. FISHER

87704

CENSS

ONA

12/20

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 22 DAY OF

1 2023, A.D.

1 2023, A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR

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

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY

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

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

I, BILL GRAVELL Jr., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY 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. DATE
COUNTY JUDGE, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY E. RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, 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 WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NUMBER

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

NANCY E. RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

SHEET 6 OF 6

# LENZ & ASSOCIATES, INC.

FIRM No. 100290-00



COMPLETE PROFESSIONAL LAND SURVEYING SERVICES

(512) 443–1174 4150 FREIDRICH LANE, SUITE A1 AUSTIN, TEXAS 78744

SURVEY #: 2020-0136E

F.B.

4150 FREIDRICH LANE, SUITE A1

AUSTIN, TEXAS 78744

Meeting Date: 01/23/2024

Final plat for the Rancho Del Cielo Phase 2B Section 1 subdivision - Pct 4

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

40.

**Department:** Infrastructure **Agenda Category:** Consent

# Information

# Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Rancho Del Cielo Phase 2B Section 1 subdivision – Precinct 4.

# **Background**

This is the next section of the Rancho Del Cielo development. It consists of 98 single family lots, 2 open space/drainage lots, and 2,305 feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of \$3,262,184.40 has been posted with the County to cover the cost of the remaining construction in Phase 2B Sections 1 & 2.

# **Timeline**

2023-08-25 - initial submittal of the final plat

2023-09-08 – 1st review complete with comments

2023-12-08 - 2nd submittal of final plat

2023-12-20 - 2nd review complete with comments clear

2024-01-16 - receipt of final plat with signatures

2024-01-18 - final plat placed on the January 23, 2024 Commissioners Court agenda for consideration

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

# **Attachments**

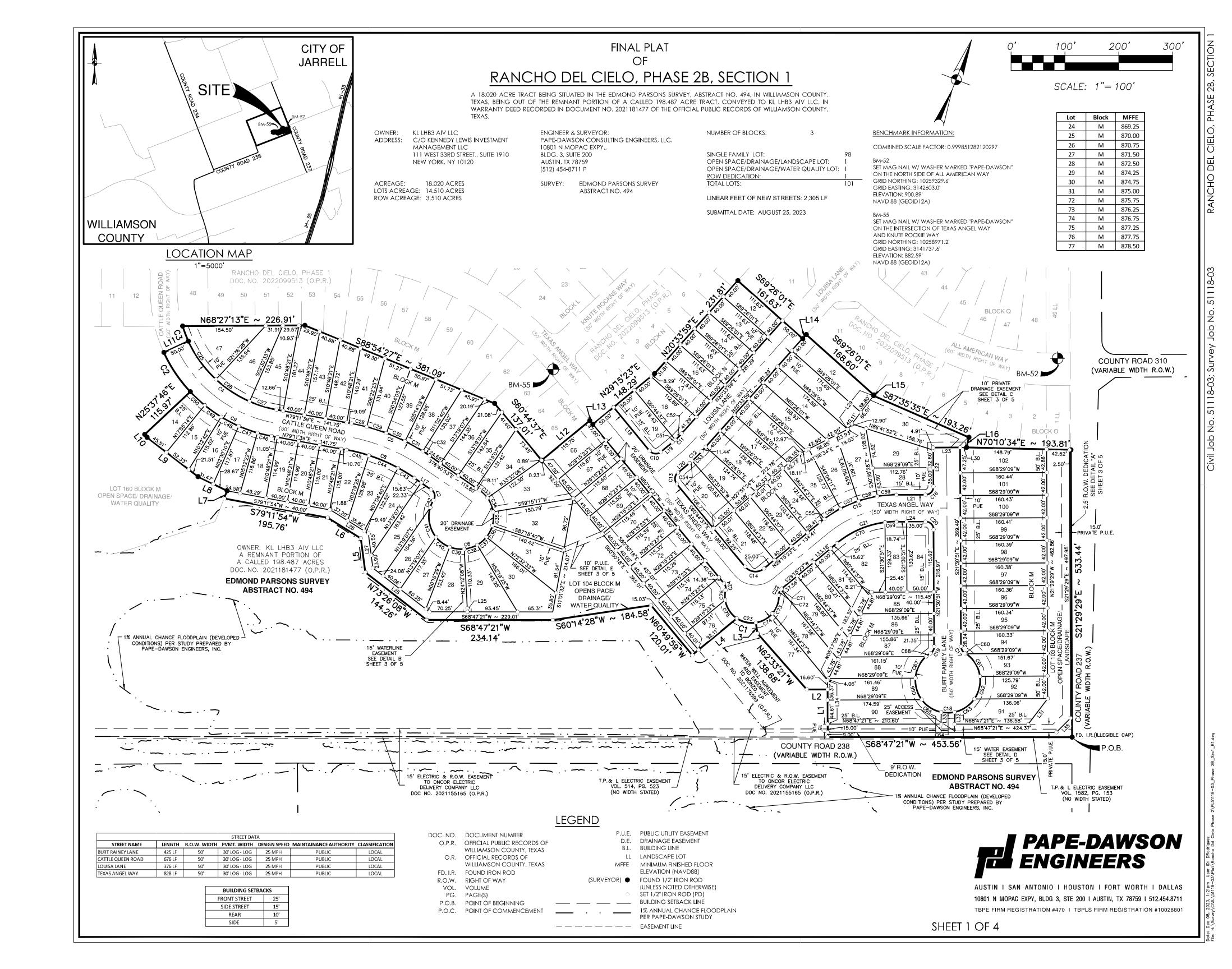
Final Plat - Rancho del Cielo Phase 2B Sec 1

# Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 11:51 AM

Form Started By: Adam Boatright Started On: 01/18/2024 11:36 AM Final Approval Date: 01/18/2024

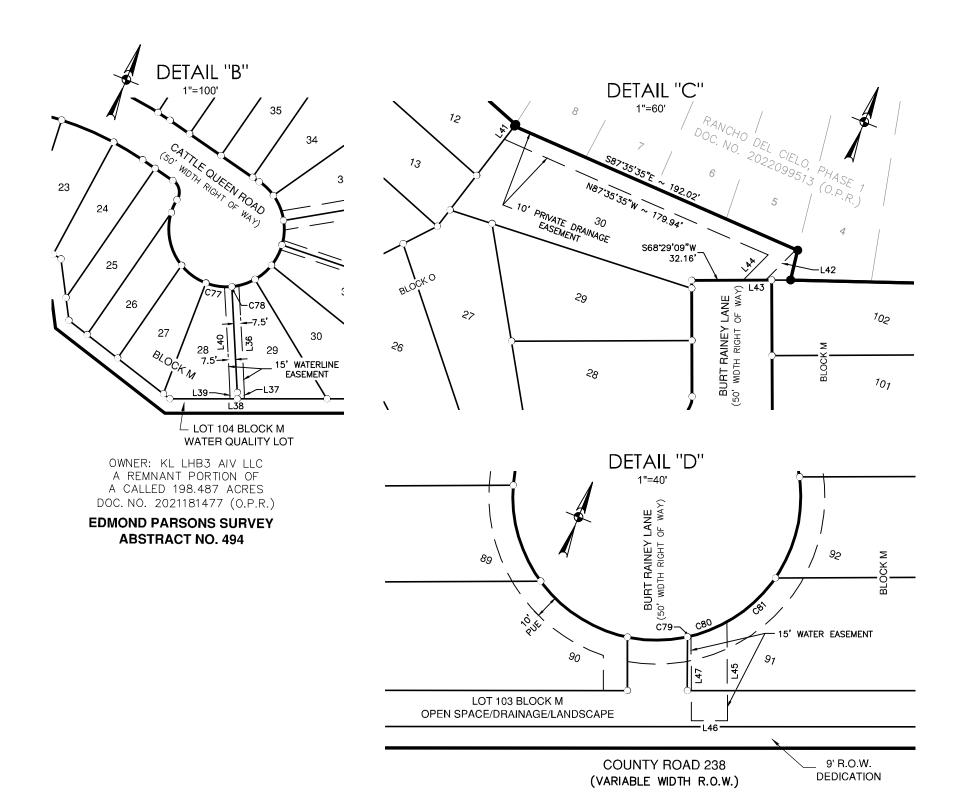


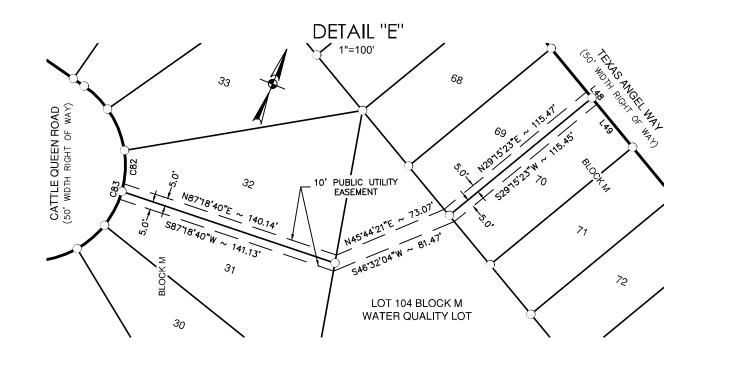
		CUR	VE TABLE			L I	INE TABL	E
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH	LINE #	BEARING	LENGTH
C1	50.00'	042*28'51"	S81*16'38"W	36.23'	37.07'	L1	N21°24'11"W	88.38'
C2 C3	275.00' 225.00'	018*25'14"	N55*09'37"W N42*08'24"W	88.03' 29.90'	29.92'	L2 L3	S68*35'49"W N29*50'07"W	38.61' 20.23'
C4	225.00	054*51'21"	S73°22'40"E	207.28	215.42'	L4	S29'14'59"W	107.15
C5	375.00'	024'07'27"	S88°44'37"E	156.73	157.89'	L5	N28*34'39"W	63.54'
C6	60.00'	26610'39"	S56°24'26"W	87.64	278.74'	L6	N7915'22"W	72.56
C7	15.00'	086*10'39"	N33*35'34"W	20.49'	22.56'	L7	N00°00'00"E	15.27'
C8 C9	325.00' 275.00'	024*07'27"	N88*44'37"W N73*22'40"W	135.83' 253.35'	136.84' 263.29'	L8 L9	N8518'03"W	60.13' 119.35'
C10	15.00'	090'00'00"	N74°15'23"E	21.21'	23.56'	L10	N59*04'21"W	7.14'
C11	155.00'	008'41'23"	N24°54'41"E	23.49'	23.51'	L11	N44°03'00"E	50.00'
C12	205.00'	008'41'23"	S24°54'41"W	31.06'	31.09'	L12	N2915'23"E	115.98'
C13	15.00' 25.00'	090'00'00"	S15*44'37"E N74*15'23"E	21.21' 35.36'	23.56' 39.27'	L13 L14	S60°44'37"E N20°33'59"E	8.98' 10.15'
C15	225.00'	03913'46"	N48'52'16"E	151.06'	154.05'	L15	S11*23'47"W	1.32'
C16	15.00'	089*59'57"	N23*29'09"E	21.21'	23.56'	L16	S07°23'48"E	19.02'
C17	15.00'	057*46'09"	S50*23'55"E	14.49'	15.12'	L17	N76'40'53"W	37.97
C18 C19	60.00' 15.00'	295°32'17" 057°46'09"	N68*29'09"E N07*22'13"E	64.00' 14.49'	309.49' 15.12'	L18 L19	S60*44'37"E N29*15'23"E	104.60° 27.82°
C20	15.00'	090'00'06"	N66°30'51"W	21.21	23.56'	L20	S29'15'23"W	27.82
C21	175.00'	03913'46"	S48*52'16"W	117.49'	119.82'	L21	N68*29'10"E	53.74
C22	15.00'	052*01'12"	S03*14'47"W	13.16'	13.62'	L22	N21*30'51"W	72.52
C23	50.00' 15.00'	194°02'25" 052°01'12"	S74*15'23"W N34*44'01"W	99.25' 13.16'	169.33' 13.62'	L23 L24	N68°29'09"E S68°29'10"W	50.00' 53.74'
C25	225.00'	022*26'32"	S57*10'16"E	87.57	88.13'	L25	N21'12'39"W	6.54
C26	225.00'	019*05'55"	S77 <b>°</b> 56'30"E	74.65'	75.00'	L26	N73*26'08"W	132.93'
C27	225.00'	013'18'54"	N85°51'06"E	52.17'	52.29'	L27	N28*34'39"W	64.45
C28	375.00'	004*25'56"	S81*24'37"W	29.00'	29.01'	L28	N7915'22"W	82.51'
C29 C30	375.00' 375.00'	005'48'22"	S86*31'46"W N87*39'53"W	37.98' 37.98'	38.00' 38.00'	L29 L30	N16*22'04"E N68*29'11"E	78.91' 11.74'
C31	375.00'	005*48'22"	N81°51'31"W	37.98'	38.00'	L31	N15*56'02"E	59.80'
C32	375.00'	00216'27"	N77*49'07"W	14.88'	14.88'	L32	S21°12'39"E	22.37
C33	60.00'	019'43'18"	N66*49'15"W	20.55'	20.65'	L33	S21*12'39"E	22.26'
C34 C35	60.00' 60.00'	026'51'39"	N43°31'46"W N17°45'05"W	27.87' 25.66'	28.13' 25.86'	L34 L35	N21*24'11"W N23*47'21"E	80.99' 37.54'
C36	60.00'	022.51,40"	N06°01'37"E	23.78'	23.94'	L36	S24*12'08"E	111.31'
C37	60.00'	021'35'26"	N2815'10"E	22.48'	22.61	L37	S21*12'39"E	6.74'
C38	60.00'	024*22'24"	N5114'05"E	25.33'	25.52'	L38	S68'47'21"W	15.00'
C39	60.00' 60.00'	02619'10"	N76°34'52"E S75°09'28"E	27.32' 31.26'	27.56' 31.63'	L39 L40	N21°12'39"W N24°12'08"W	6.34' 110.29'
C41	60.00'	055*41'46"	S32*12'30"E	56.06'	58.32'	L41	N16°22'04"E	10.30'
C42	60.00'	013'51'22"	S02'34'04"W	14.47'	14.51'	L42	S23*29'14"W	26.79'
C43	325.00'	00614'27"	N79*48'07"W	35.38'	35.40'	L43	S68*29'09"W	14.14'
C44 C45	325.00' 325.00'	010°24'05" 007°28'56"	N88*07'22"W S82*56'07"W	58.92' 42.41'	59.00' 42.44'	L44 L45	N23°29'14"E S21°30'46"E	22.22' 41.13'
C46	275.00'	005'35'59"	N81*59'39"E	26.87'	26.88'	L46	S68'47'21"W	15.00'
C47	275.00'	007*42'32"	N88*38'54"E	36.97	37.00'	L47	N21*30'46"W	35.23'
C48	275.00'	007'42'32"	S83'38'34"E	36.97'	37.00'	L48	S60*44'37"E	10.00'
C49 C50	275.00' 275.00'	007'42'32"	S75*56'02"E S68*13'30"E	36.97' 36.97'	37.00' 37.00'	L49	S60*44'37"E	35.00'
C51	155.00'	002'39'13"	N27°55'46"E	7.18'	7.18'			
C52	155.00'	006'02'10"	N23°35'05"E	16.32'	16.33'			
C53	205.00'	006*54'08"	N24°01'03"E	24.68'	24.70'			
C55	205.00' 225.00'	001'47'16"	N28'21'45"E S30'36'17"W	6.40' 10.59'	6.40' 10.59'			
C56	225.00'	008*58'39"	S36 <b>°</b> 26'30"W	35.22'	35.25'			
C57	225.00'	00913'52"	S45*32'45"W	36.21	36.25'			
C58	225.00'	009'13'52"	S54*46'36"W	36.21'	36.25'			
C59 C60	225.00' 60.00'	009'05'37"	S63*56'21"W N78*20'55"W	35.67' 1.96'	35.71' 1.96'			
C61	60.00'	048'32'33"	N53*08'35"W	49.33'	50.83'			
C62	60.00'	04214'35"	N07*45'00"W	43.24'	44.24'			
C63	60.00'	043*08'04"	N34'56'19"E	44.11'	45.17'			
C64 C65	60.00' 60.00'	024'02'59"	N68'31'50"E S78'26'35"E	25.00' 43.01'	25.18' 43.99'			
C66	60.00'	040*30'38"	S37"11'10"E	41.54	42.42'			
C67	60.00'	043*42'40"	S04 <b>'</b> 55'29"W	44.67'	45.77'			
C68	60.00'	009*28'28"	S31*31'03"W	9.91'	9.92'			
C69	175.00' 175.00'	006*58'35"	S64*59'52"W S45*22'59"W	21.29' 97.22'	21.31' 98.51'			
C71	15.00	009'21'36"	S24'34'35"W	2.45	2.45'			
C72	15.00'	042*39'37"	S01°26'01"E	10.91'	11.17'			
C73	50.00'	041'53'20"	N01°49'10"W	35.75'	36.55'			
C74 C75	50.00°	040 <b>*</b> 54 <b>'</b> 42 <b>"</b> 047 <b>*</b> 32 <b>'</b> 07"	N39°34'51"E S53°42'53"E	34.95' 40.30'	35.70' 41.48'			
C75	50.00	047 32 07	S19*20'07"E	18.42	18.52			
C77	60.00'	019'09'05"	N80°09'55"E	19.96'	20.06'			
C78	60.00'	014*22'27"	N63*24'09"E	15.01'	15.05'			
C79	60.00'	001'30'47"	S55*44'57"W	1.58'	1.58'			
C80 C81	60.00' 60.00'	015°24'36"	N47*17'16"E S26*28'37"W	16.09' 27.21'	16.14' 27.45'			
	I	12 70	0202007 11		_,			
C82	60.00'	019*54'01"	S20*08'56"E	20.73	20.84'			

l	LINE TABL	E						
LINE #	BEARING	LENGTH						
L1 L2	N21*24'11"W S68*35'49"W	88.38'				DETA	L "A	I
L3	N29*50'07"W	38.61' 20.23'				1"=4		
L4	S2914'59"W	107.15	2			1 -		ROW DEDICATION
L5	N28'34'39"W	63.54		BLOCK	K O			DEDI
L6	N7915'22"W	72.56'						₩ W
L7 L8	N00°00'00"E N8518'03"W	15.27' 60.13'						
LB L9	N73*34'21"W	119.35	N7010'	34"E	~	193.81	,	
L10	N59*04'21"W	7.14'				42.52'	—— A	
L11	N44°03'00"E	50.00'						
L12	N2915'23"E	115.98'	102	42.86'			$\mathcal{M}$	
L13	S60*44'37"E	8.98'		42			2.50'-	
L14 L15	N20°33'59"E S11°23'47"W	10.15' 1.32'			Ĺ		-	<del>-</del> 2.5'
L16	S07'23'48"E	19.02'			ĺ			
L17	N76°40'53"W	37.97				ы ! ! В !		2.5' R.O.W. DEDICATION
L18	S60*44'37"E	104.60'	101	42.00,		X N N N A	V	
L19	N2915'23"E	27.82'		4		) P.C.		$\widehat{}$
L20	S29'15'23"W	27.82'			<u> </u>	03 B ACE		.37 o.w.
L21	N68°29'10"E N21°30'51"W	53.74' 72.52'				LOT 103 BLOCK M OPEN SPACE/DRAINAGE		COUNTY ROAD 237 (VARIABLE MIDTH R.O.W.)
L23	N68°29'09"E	50.00'	100	ō,		PEI∟		40⊱ ∓101
L24	S68*29'10"W	53.74'	100	42.00				_
L25	N21°12'39"W	6.54				I		UN
L26	N73°26'08"W	132.93'			Ì			CO
L27	N28*34'39"W	64.45'						ح
L28 L29	N7915'22"W N1622'04"E	82.51' 78.91'	99	42.00		 		45.0'
L30	N68*29'11"E	11.74'		42				15.0' PRIVATE P.U.E.
L31	N15*56'02"E	59.80'			Ţ	· !		
L32	S21°12'39"E	22.37'			ĺ			
L33	S21*12'39"E	22.26'		<i>م</i>				
L34 L35	N21*24'11"W N23*47'21"E	80.99' 37.54'	98	42.00,				
L35	S2412'08"E	111.31		•	1.		92,	
L37	S21*12'39"E	6.74			462.86		497.95	
L38	S68°47'21"W	15.00'			≥		2	
L39	N21°12'39"W	6.34'	<b>^-</b>	<b>,</b> 0	N21"29"29"W ~		S21.29'29"E	
L40	N2412'08"W	110.29'	97	42.00,	121.2		21.25	,4
L41 L42	N16°22'04"E S23°29'14"W	10.30' 26.79'		Σ	_		S	533.44
L42	S68*29'09"W	14.14'		BLOCK M	ļ	1		
L44	N23*29'14"E	22.22'		В				ζ
L45	S21°30'46"E	41.13'	96	42.00,				1.6 E
L46	S68*47'21"W	15.00'		42.	1			9,5
L47	N21°30'46"W	35.23'			Ĭ			S21.29'29"E
L48 L49	S60°44'37"E S60°44'37"E	10.00' 35.00'			Ĭ			22.
∟⊤ <i>⋽</i>	300 44 3/ E	I 55.00	I					
			95	42.00,				
				,4		P.		
					ļ	SCA		
						M AND	· [	
			0.	ĵ.		LOT 103 BLOCK M OPEN SPACE/DRAINAGE/LANDSCAPE		
			94	42.00	<u>[</u>	BLC		
						- 103 /DRA		2.5' R.O.W. DEDICATION
					1	LOT ACE/		
						SP,		
			9	3 S	3	)PEN	ا ــا	<del>-</del> 2.5'
				42	F	U		
					1		<u> </u>	.w.
					Ĭ			) 23 R.O.
				<u>~</u>				DAE H⊤
			9	)2 .0	14.0			COUNTY ROAD 237 (VARIABLE WIDTH R.O.W.)
								NT J
					<u> </u>		<u> </u>	) SOU
					•			<sup>°</sup>
			91		<sub>1.1</sub>			
				<b>,</b>	PRIVATE P.U.E.			
				15.0	/ATE	/	ļ	)
			_/		PRIV		\$	· '
						/	<u>/</u>	]
					ļ			
								P.O.B.
				<u></u>	l INI	TY ROAI	7 220	1
						E WIDTH		,
				, u vi/			• 111	<i>'</i>

# FINAL PLAT OF RANCHO DEL CIELO, PHASE 2B, SECTION 1

A 18.020 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY,







AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS 10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711 TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

# FINAL PLAT

# RANCHO DEL CIELO, PHASE 2B, SECTION 1

A 18.020 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

# FIFLD NOTE

A 18.020 ACRE TRACT OF LAND BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 18.020 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron rod with an illegible cap found on a point in the west right-of-way line of County Road 237, a variable width right-of-way, said point on the northeast terminus of County Road 238, a variable width right-of-way, same being the southeast corner of the Remnant Portion of said 198.487 acre tract of said Official Public Records, for the southeast corner and POINT OF BEGINNING hereof;

THENCE \$ 68°47'21" W, departing the west right-of-way line of said County Road 237, with the north right-of-way line of said County Road 238, same being the south boundary line of the Remnant Portion of said 198.487 acre tract, a distance of 453.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point on the southeast corner of Rancho Del Cielo, Phase 1, a subdivision according to the plat recorded in Document No. 2022099513, of said Official Public Records, same being a southwest corner of said 198.487 acre tract for the southwest corner bereaf:

THENCE, departing the north right-of-way line of said County Road 238, through the interior of the Remnant Portion of said 198.487 acre tract, the following thirteen (13) courses and distances:

- 1. N 21°24'11" W, a distance of 88.38 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 2. \$ 68°35'49" W, a distance of 38.61 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle
- point hereof,
- 3. N 62°33'21" W, a distance of 138.68 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 4. N 29°50'07" W, a distance of 20.23 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for a point of non-tangent curvature hereof,
- 5. along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 42°28'51", a chord bearing and distance of \$81°16'38" W, 36.23 feet, an arc length of 37.07 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point of non-tangency hereof,
- 6. \$ 29°14'59" W, a distance of 107.15 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle
- 7. N 60°49'59" W, a distance of 120.01 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 8. S  $60^{\circ}14'28''$  W, a distance of 184.58 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 9. \$ 68°47'21" W, a distance of 234.14 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle

point hereof,

angle point hereof,

- 10. N 73°26'08" W, a distance of 144.26 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,
- 11. N 28°34'39" W, a distance of 63.54 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an
- 12. N 79°15'22" W, a distance of 72.56 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an anale point hereof, and
- 13. \$ 79°11'54" W, a distance of 195.76 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" set on the east boundary line of Lot 160, Block M, Rancho Del Cielo, Phase1, a subdivision according to the plat recorded in Document No. 2022099513 of the Official Public records of Williamson County, Texas, same being the west boundary line of the Remnant Portion of said 198.487 acre tract for an angle point hereof,

THENCE, with the east and south boundary lines of said Rancho Del Cielo, Phase 1, same being the west and north boundary lines of the Remnant Portion of said 198.487 acre tract, the following twenty two (22) courses and distances:

- 1. N 00°00'00" E, a distance of 15.27 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found for an anale point hereof,
- 2. N 85°18'03" W, a distance of 60.13 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 3. N 73°34'21" W, a distance of 119.35 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an
- 4. N 59°04'21" W, a distance of 8.14 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 5. N 25°37'46" E, a distance of 115.97 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an point of non-tangent curvature hereof,
- 6. along the arc of a curve to the right, having a radius of 275.00 feet, a central angle of 18°25'14", a chord bearing and distance of N 55°09'37" W, 88.03 feet, an arc length of 88.41 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency hereof,
- 7. N 44°03'00" E, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature hereof.
- 8. along the arc of a curve to the right, having a radius of 225.00 feet, a central angle of 07°37'11", a chord bearing and distance of N 42°08'24" W, 29.90 feet, an arc length of 29.92 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for the northernmost northwest corner and point of non-tangency hereof,
- 9. N 68°27'13" E, a distance of 226.91 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an anale point hereof.
- 10. \$ 88°54'27" E, a distance of 381.09 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 11. S  $60^{\circ}44'37''$  E, a distance of 137.01 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 12. N 29°15′23" E, a distance of 115.98 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an anale point hereof.

- 13.  $$60^{\circ}44'37''$  E, a distance of 8.98 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 14. N 29°15′23" E, a distance of 148.29 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found for an anale point hereof,
- 15. N 20°33'59" E, a distance of 231.81 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof
- 16. S 69°26'01" E, a distance of 161.63 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 17. N 20°33'59" E, a distance of 10.15 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an anale point hereof.
- 18. \$ 69°26'01" E, a distance of 168.60 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an anale point hereof.
- 19.  $\$11^{\circ}23'47''$  W, a distance of 1.32 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 20. S 87°35'35" E, a distance of 193.26 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof.
- 21.  $$07^{\circ}23'48"$  E, a distance of 19.02 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof, and
- 22. N 70°10'34" E, a distance of 193.81 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found on the west right-of-way line of said County Road 237, said point being a southeast corner of Rancho Del Cielo, Phase 1, same being a northeast corner of the Remnant Portion of said 198.487 acre tract for the easternmost northeast corner bereaf

THENCE \$ 21°29'29" E, departing the south boundary line of said Rancho Del Cielo, Phase 1, with the west right-of-way line of said County Road 237, same being the east boundary line of the Remnant Portion of said 198.487 acre tract, a distance of 533.44 feet to the POINT OF BEGINNING, and containing 18.020 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers, Inc. under Job No. 51118-03.

# <u>NOTES:</u>

- 1) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES
- 2) A 10' WIDE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
- 3) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES
- 4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- 5) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- 6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- 7) BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.
- 8) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 9) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 11) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 12) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF JARRELL.
- 13) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
- 14) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
- 15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
- 16) DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 237 OR CR 238.
- 17) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY THE RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.
- 18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 19) IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- 20) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.
- 21) EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 22) THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., DATED AUGUST 2022.
- 23) A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
- 24) NO PORTION OF THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0125F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- 25) THIS SUBDIVISION IS SUBJECT TO WATER AND WASTEWATER ACCESS FEES AS OUTLINED IN THE RANCHO DEL CIELO UTILITY AND CONSENT AGREEMENT WITH THE CITY OF JARRELL, DATED OCTOBER 27, 2020.
- 26) THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS.
- 27) MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAT THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- 28) ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
- 29) 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.



AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

# FINAL PLAT

# RANCHO DEL CIELO, PHASE 2B, SECTION 1

A 18.020 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY,

STATE C	F ARI	7ONA

COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS

THAT KL LHB3 AIV LLC, AS OWNER OF THE REMNANT PORTION OF THE CERTAIN 198.487 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

THIS SUBDIVISION IS TO BE KNOWN AS "RANCHO DEL CIELO, PHASE 2B, SECTION 1"

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

KL LHB3 AIV LLC

NEW YORK, NY 10120

A DELAWARE LIMITED LIABILITY COMPANY

C/O KENNEDY LEWIS INVESTMENTS MANAGEMENT LLC 111 WEST 33RD STREET, SUITE 1910

Natran Holl

STATE OF ARIZONA

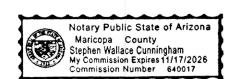
COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANTIAN HOLD KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11 DAY OF JANUARY , 2023.

MY COMMISSION EXPIRES: 11/17/26



# ENGINEER'S CERTIFICATION

I, MICHAEL FISHER, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS "RANCHO DEL CIELO, PHASE 2B, SECTION 1" PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS  $\frac{9}{2025}$  DAY OF



MICHAEL FISHER, P.E. PROFESSIONAL ENGINEER NO. 87704 PAPE-DAWSON CONSULTING ENGINEERS, LLC. TBPE, FIRM REGISTRATION NO. 470

# SURVEYOR'S CERTIFICATION

I, PARKER J. GRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLATIS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD WORK WAS COMPLETED ON OCT. 10, 2023.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS  $9^{th}$  day of ANUARY

PÅRKER J. GRAHAM REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556 PAPE-DAWSON CONSULTING ENGINEERS, LLC. TBPLS, FIRM REGISTRATION NO. 10028801



ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ( DAY OF ) 2021 A.D.

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 RESPOSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY

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

STATE OF TEXAS
----------------

COUNTY OF WILLIAMSON

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.	DATE	
COUNTY JUDGE,	WILLIAMSON COUNTY, TEXAS	

THE STATE OF TEXAS	8	KNOW ALL	MENI DV 1	LIECE DDEC	ENITS			
COUNTY OF WILLIAMSON	§	KNOW ALL	MENDI	ILESE LKES	EINIS			
THAT I, NANCY E. RISTER, CLERK O	F THE	COUNTY C	OURT OF	WILLIAMSO	ON COUNTY	, DO HEREBY	CERTIFY TH	H TAF
FOREGOING INSTRUMENT IN WRITIN	1G, WI	TH ITS CERTI	FICATION	OF AUTHE	NTICATION,	WAS FILED FO	R RECOR	N NI C
OFFICE ON THE DAY OF	· · · · · · · · · · · · · · · · · · ·	, 20	,A.D.,	AT	O'CLOCK	M. AND	DULY REC	ORDE
ON THE DAY OF		_, 20	, A.D., A	TO	CLOCK	M. IN THE	OFFICIAL	PUBL
RECORDS OF WILLIAMSON COUNT	Y, IN D	OCUMENT N	10			· · · · · · · · · · · · · · · · · · ·	<u>.                                    </u>	

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

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

DV.	DEDITY
ы.	, DEFUIT



AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS 10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

Meeting Date: 01/23/2024

Final plat for the Rancho Del Cielo Phase 2B Section 2 subdivision - Pct 4

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

41.

**Department:** Infrastructure **Agenda Category:** Consent

# Information

# Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Rancho Del Cielo Phase 2B Section 2 subdivision – Precinct 4.

# **Background**

This is the next section of the Rancho Del Cielo development. It consists of 46 single family lots, 3 open space/drainage lots, 1 landscape lot, and 906 feet of new public roads. Roadway and drainage construction are not yet complete but a financial security in the amount of \$3,262,184.40 has been posted with the County to cover the cost of the remaining construction in Phase 2B Sections 1 & 2.

# **Timeline**

2023-08-25 - initial submittal of the final plat

2023-09-08 – 1st review complete with comments

2023-12-08 – 2nd submittal of final plat

2023-12-20 - 2nd review complete and comments clear

2024-01-16 - receipt of final plat with signatures

2024-01-18 - final plat placed on the January 23, 2024 Commissioners Court agenda for consideration

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

# **Attachments**

Final Plat - Rancho del Cielo Phase 2B Sec 2

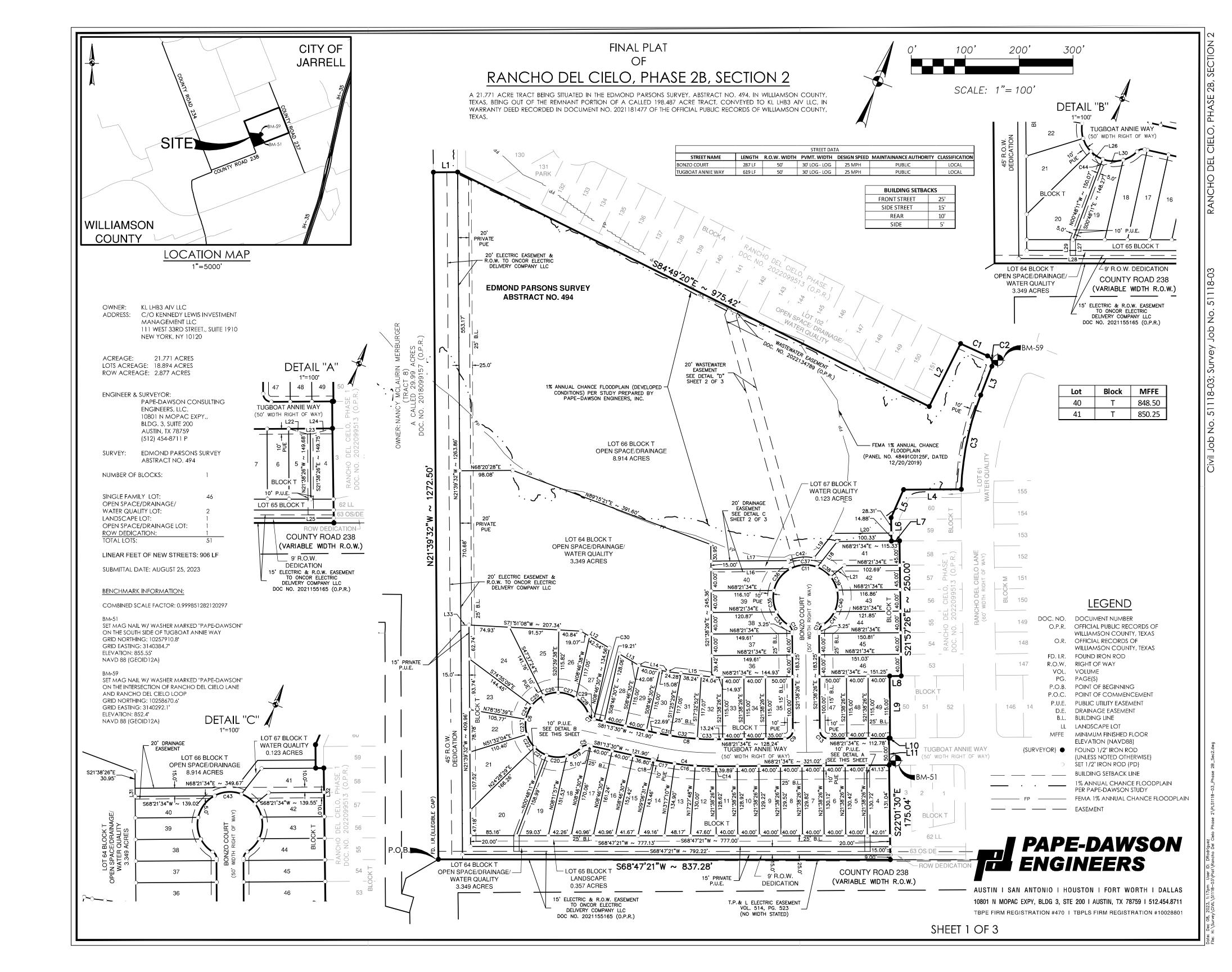
Final Approval Date: 01/18/2024

# Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 11:50 AM

Form Started By: Adam Boatright Started On: 01/18/2024 11:39 AM



CURVE TABLE							
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH		
C1	1025.00'	003'04'02"	S86*45'49"E	54.86'	54.87'		
C2	15.00'	088*20'26"	S44°07'37"E	20.90'	23.13'		
C3	531.08'	01917'09"	S09*36'39"E	177.92'	178.76		
C4	525.00'	012*51'55"	N74°47'32"E	117.64'	117.89'		
C5	15.00'	057*46'09"	S52*20'25"W	14.49'	15.12'		
C6	60.00'	295'32'17"	S08*46'30"E	64.00'	309.49'		
C7	15.00'	057*46'09"	S69*53'26"E	14.49'	15.12'		
C8	475.00'	012*51'55"	N74°47′32″E	106.43	106.66		
C9	15.00'	090'00'00"	N23°21'34"E	21.21'	23.56'		
C10	15.00'	057*46'09"	N50°31'30"W	14.49'	15.12'		
C11	60.00'	295'32'17"	S68*21'34"W	64.00'	309.49'		
C12	15.00'	057*46'09"	S07*14'38"W	14.49'	15.12'		
C13	15.00'	090'00'00"	S66°38'26"E	21.21	23.56		
C14	524.94	000'00'42"	N68*21'55"E	0.11'	0.11'		
C15	525.00'	004*09'56"	N70*27'14"E	38.16'	38.17		
C16	525.00'	00410'39"	N74°37'31"E	38.27'	38.28'		
C17	525.00'	00410'39"	N78°48'09"E	38.27'	38.28'		
C18	525.00'	000'20'01"	N81°03'29"E	3.06'	3.06'		
C19	60.00'	029*05'08"	N37*59'55"E	30.13'	30.46'		
C20	60.00'	036'39'20"	N70°52'09"E	37.73'	38.39'		
C21	60.00'	02516'39"	S78*09'51"E	26.26'	26.47		
C22	60.00'	027'03'35"	S51*59'44"E	28.07'	28.34		
C23	60.00'	027*03'35"	S24°56'09"E	28.07'	28.34'		
C24	60.00'	026'49'12"	S02*00'15"W	27.83'	28.09'		
C25	60.00'	026*57'46"	S28*53'44"W	27.98'	28.24'		
C26	60.00'	026*57'46"	S55*51'29"W	27.98'	28.24'		
C27	60.00'	033'37'14"	S86*08'59"W	34.70'	35.21'		
C28	60.00'	036'02'01"	N59*01'23"W	37.12'	37.73'		
C29	15.00'	054'44'37"	S68*22'40"E	13.79'	14.33'		
C30	15.00'	003'01'32"	N82*44'16"E	0.79'	0.79'		
C31	475.00'	002*38'58"	N79*54'00"E	21.96'	21.97		
C32	475.00'	006*07'24"	N75*30'49"E	50.74'	50.76'		
C33	475.00'	004*05'34"	N70°24'21"E	33.92'	33.93'		
C34	60.00'	031'21'01"	S63*44'04"E	32.42'	32.83'		
C35	60.00'	03913'44"	S28*26'41"E	40.28'	41.08'		
C36	60.00'	049'51'34"	S16*05'58"W	50.58'	52.21'		
C37	60.00'	048*49'50"	S65*26'41"W	49.60'	51.14'		
C38	60.00'	029*39'50"	N7518'29"W	30.72	31.06		
C39	60.00'	026*01'31"	N47°27'49"W	27.02'	27.25'		
C40	60.00'	039'13'44"	N14*50'11"W	40.28	41.08		
C41	60.00'	031'21'01"	N20*27'12"E	32.42'	32.83'		
C42	75.00'	036*59'38"	N62*27'31"E	47.59'	48.42'		
C43	60.00'	072'46'17"	S68°21'34"W	71.19	76.21		
C44	70.00'	008'11'32"	N8911'49"E	10.00'	10.01		
C45	60.00'	008'13'02"	N45*08'16"E	8.60'	8.61		
C46	60.00'	01916'56"	S58*53'15"W	20.10'	20.19		
C47	60.00'	021'19'53"	N79"11'39"E	22.21	22.34		
	1 00.00	3211300	1 1975 11 09 E	22.21	22.07		

DETAIL "D'

20' WASTEWATER

LOT 66 BLOCK T OPEN SPACE/DRAINAGE

8.914 ACRES

40

39

(50' WIDTH

RIGHT OF WAY)

ı	LINE TABL	E
LINE #	BEARING	LENGTH
L1	N68*20'28"E	45.00'
L2	N0510'40"E	130.03'
L3	S00°02'37"W	57.38'
L4	S68°21'34"W	106.89'
L5	S02*41'28"W	56.86'
L6	S21°57'26"E	43.19
L7	N68°21'34"E	15.00'
L8	S68*21'34"W	21.25'
L9	S21*38'26"E	115.00'
L10	S68°21'34"W	2.22'
L11	S21°38'26"E	50.00'
L12	N80*41'56"W	61.61'
L13	N80°41'56"W	42.08'
L14	S81*13'30"W	55.08'
L15	S75*28'56"W	81.84
L16	N68°21'34"E	147.06
L17	N68°21'34"E	143.63'
L18	N16°41'51"E	60.53'
L19	N16*53'26"E	57.67
L20	N68°25'39"E	107.50'
L21	S29*31'26"W	32.97
L22	N84°18'19"E	36.40'
L23	N68°21'34"E	10.00'
L24	N52*59'40"E	37.74
L25	S68*47'21"W	10.00'
L26	N53*45'14"W	25.84
L27	S21*12'39"E	28.10'
L28	S68'47'21"W	10.00'
L29	N21 <b>:</b> 12'39"W	29.90'
L30	N54°03'53"E	37.69'
L31	N21°38'26"W	20.00'
L32	S21°52'41"E	20.00'
L33	S68*20'28"W	15.00'
L34	N5315'15"E	20.00'

# LOT 67 BLOCK T - WATER QUALITY 0.123 ACRES BONZO COURT

# FINAL PLAT RANCHO DEL CIELO, PHASE 2B, SECTION 2

A 21.771 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198,487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC. IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY,

# NOTES:

- 1) THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES
- 2) A 10' WIDE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
- 3) PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES
- 4) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
- 5) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- 6) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
- 7) BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.
- 8) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
- 9) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
- 11) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- 12) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF JARRELL.
- 13) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
- 14) ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
- 15) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
- 16} DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 237 OR CR 238 OR FUTURE ARTERIAL ROADWAYS.
- 17) IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL BE OWNED AND MAINTAINED BY THE RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT OR THE HOMEOWNER'S ASSOCIATION.
- 18) ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 19) IMPROVEMENTS WITHIN THE COUNTY RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON
- 20) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH INTERIOR SIDE LOT LINE AND EACH REAR LOT LINE FOR PUBLIC UTILITIES.
- 21) EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- 22) THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., DATED AUGUST 2022.
- 23) A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN **BOUNDARIES IN THIS VICINITY**
- 24) A PORTION OF THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0125F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- 25) THIS SUBDIVISION IS SUBJECT TO WATER AND WASTEWATER ACCESS FEES AS OUTLINED IN THE RANCHO DEL CIELO UTILITY AND CONSENT AGREEMENT WITH THE CITY OF JARRELL, DATED OCTOBER 27, 2020.
- 26) THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF RANCHO DEL CIELO MUNICIPAL UTILITY DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS.
- 27) MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAT THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- 28) ALL STRUCTURES/OBSTRUCTIONS ARE PROHIBITED WITHIN DRAINAGE EASEMENTS.
- 29) 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

# FIELD NOTES

A 21.771 ACRE TRACT OF LAND BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021 181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 21.771 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at an iron rod with an illegible cap found on a point in the north right-of-way line of County Road 238, a variable width right-of-way, said point being on the southeast corner of a called 29.99 acre tract, recorded in Document No. 2018099157 of said Official Public Records, same being the southwest corner of the Remnant Portion of said 198.487 acre tract and POINT OF BEGINNING hereof;

THENCE N 21°39'32" W, departing the north right-of-way line of said County Road 238, with the east boundary line of said 29.99 acre tract, same being the west boundary line of the Remnant Portion of said 198.487 acre tract, a distance of 1272.50 feet to a 1/2" iron rod with yellow cap marked "Pape-Dawson" found on a southwest corner of Rancho Del Cielo, Phase 1, a subdivision of according to the plat recorded in Document No. 2022099513 of said Official Public Records, same being the northwest corner of the Remnant Portion of said 198.487 acre tract for the northwest corner

THENCE, departing the east boundary line of said 29.99 acre tract, with the south and west boundary line of said Rancho Del Cielo, Phase 1, same being the north and east boundary of the Remnant Portion of said 198.487 acre tract, the following seventeen (17) courses and distances:

- 1. N 68°20'28" E, a distance of 45.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle
- 2. S 84°49'20" E, a distance of 975.42 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found for an angle
- 3. N 05°10'40" E, a distance of 130.03 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point

of non-tangent curvature hereof

- 4. along the arc of a curve to the left, having a radius of 1025.00 feet, a central angle of 03°04'02", a chord bearing and distance of \$ 86°45'49" E, 54.86 feet, an arc length of 54.87 feet to a calculated point of reverse curvature
- 5. along the arc of a curve to the right, having a radius of 15.00 feet, a central angle of 88°20'26", a chord bearing and distance of \$  $44^{\circ}07'37''$  E, 20.90 feet, an arc length of 23.13 feet to a  $\frac{1}{2}''$  iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangency hereof,
- 6. \$ 00°02'37" W, a distance of 57.38 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of non-tangent curvature hereof,
- 7, along the arc of a curve to the left, having a radius of 531.08 feet, a central angle of 19°17'09", a chord bearing and distance of \$ 09°36'39" E, 177.92 feet, an arc length of 178.76 feet to a calculated point of non-tangency
- 8. \$ 68°21'34" W, a distance of 106.89 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 9. \$ 02°41'28" W, a distance of 56.86 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof.
- 10. \$ 21°57'26" E, a distance of 43.19 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle
- 11. N 68°21'34" E, a distance of 15.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle
- 12. \$ 21°57′26" E, a distance of 250.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 13.  $$68^{\circ}21'34"$  W, a distance of 21.25 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof.
- 14.  $\$  21°38'26" E, a distance of 115.00 feet to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
- 15. S 68°21'34" W, a distance of 2.22 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle
- 16. S 21°38'26" E, a distance of 50.00 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof, and
- 17.  $522^{\circ}01'30''$  E, a distance of 175.04 feet to a  $\frac{1}{2}''$  iron rod with yellow cap marked "Pape-Dawson" found on the north right-of-way line of said County Road 238, said point being a southwest corner of said Rancho Del Cielo, Phase 1, same being a southeast corner of the Remnant Portion of said 198.487 acre tract for the southeast corner

THENCE S 68°47'21" W, departing the west boundary line of said Rancho Del Cielo, Phase 1, with the north right-of-way line of said County Road 238, same being the south boundary line of the Remnant Portion of said 198,487 acre tract, a distance of 837.28 feet to the POINT OF BEGINNING, and containing 21.771 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape Dawson Engineers, Inc. under Job No. 51118-03.



AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS 10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

# FINAL PLAT OF

# RANCHO DEL CIELO, PHASE 2B, SECTION 2

A 21.771 ACRE TRACT BEING SITUATED IN THE EDMOND PARSONS SURVEY, ABSTRACT NO. 494, IN WILLIAMSON COUNTY, TEXAS, BEING OUT OF THE REMNANT PORTION OF A CALLED 198.487 ACRE TRACT, CONVEYED TO KL LHB3 AIV LLC, IN WARRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

I, PARKER J. GRAHAM, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT

THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT

THE PROPERTY MARKERS AND MONUMENTS WERE PLACED UNDER MY SUPERVISION ON THE GROUND. THE FIELD

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TRAVIS, COUNTY, TEXAS THIS TO DAY OF

MICHAEL S. FISHER

STATE OF ARIZONA	§ §	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF MARICOPA	§	
SHOWN HEREON AND DESC OFFICIAL PUBLIC RECORDS HOLDERS OF THE CERTAIN TO DO HEREBY CONSENT TO ALI TO THE PUBLIC THE ROADS, A PUBLIC PURPOSES AS WILLIAM	RIBED IN A WA OF WILLIAMSC RACT OF LAND, L PLAT NOTE REG LLEYS, RIGHTS-C MSON COUNTY	REMNANT PORTION OF THE CERTAIN 198.487 ACRE TRACT OF LAND RRANTY DEED RECORDED IN DOCUMENT NO. 2021181477 OF THE DIN COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND QUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE DIF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ITHIS PLAT ARE FREE OF LIENS.
THIS SUBDIVISION IS TO BE KNO	OWN AS "RANC	HO DEL CIELO, PHASE 2B, SECTION 2"
TO CERTIFY WHICH, WITNESS	BY MY HAND TH	IS 1 DAY OF January 2027
KL LHB3 AIV LLC A DELAWARE LIMITED LIABILIT	Y COMPANY	
C/O KENNEDY LEWIS INVESTM 111 WEST 33RD STREET, SUITE 1 NEW YORK, NY 10120		MENT LLC
BY: Nathan Holf KL LHB3 AIV LLC RYAN MOTI Nathan Holf	Holf	
STATE OF ARIZONA COUNTY OF MARICOPA	<i>\$</i> \$ \$	KNOW ALL MEN BY THESE PRESENTS

ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1 DAY OF JANUARY, 2023.

CAPACITY THEREIN STATED.

MY COMMISSION EXPIRES: 11/17/26

Notary Public State of Arizona

Maricopa County
Stephen Wallace Cunningham
My Commission Expires 11/17/2026
Commission Number 640017

PARKER J. GRAHAM

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5556
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
TBPLS, FIRM REGISTRATION NO. 10028801

ADOPTED BY WILLIAMSON COUNTY, TEXAS.

MICHAEL FISHER, P.E

PROFESSIONAL ENGINEER NO. 87704

TBPE, FIRM REGISTRATION NO. 470

SURVEYOR'S CERTIFICATION

PAPE-DAWSON CONSULTING ENGINEERS, LLC.

WORK WAS COMPLETED ON Oct. 10, 2023.



ENGINEER'S CERTIFICATION

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE LLE DAY OF January 2024 A.D.

I, MICHAEL FISHER, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS "RANCHO DEL CIELO, PHASE 2B, SECTION 2" PLAT IS IN COMPLIANCE WITH THE SUBDIVISION REGULATIONS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE LLE DAY OF January 2024 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR

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

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY

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

STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

I, BILL GRAVELL Jr., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, 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.	DATE
	DATE
COUNTY JUDGE, WILL	IAMSON COUNTY, TEXAS

COUNTY OF WILLIAMSON	§ §	KNOW AI	LL MEN BY THE	SE PRESENIS		
THAT I, NANCY E. RISTER, CLE	RK OF THE	COUNTY	COURT OF WI	LLIAMSON COUNTY	, DO HEREBY CER	TIFY THAT THE
FOREGOING INSTRUMENT IN	WRITING, W	ITH ITS CER	TIFICATION O	F AUTHENTICATION,	WAS FILED FOR RE	CORD IN MY
OFFICE ON THE DAY O	F	, 20_	, A.D., A	r O'CLOCK	M. AND DUL	Y RECORDED
ON THE DAY OF		, 20	_, A.D., AT _	O'CLOCK	M. IN THE OFF	ICIAL PUBLIC
RECORDS OF WILLIAMSON CO	OUNTY, IN E	OCUMENT	NO			•

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

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

DEPUTY



AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS

10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711

TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

**Meeting Date:** 01/23/2024 Indigent/Abandoned Burial

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

**Department:** County Judge

Agenda Category: Regular Agenda Items

# Information

# Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Tina Harriet Threlkeld) who passed away in Williamson County, Texas where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

# **Background**

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

# **Attachments**

# Order for Interment

# Form Review

**Inbox**County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele Final Approval Date: 01/18/2024 Reviewed By Date

Becky Pruitt 01/18/2024 09:40 AM

Started On: 01/18/2024 08:59 AM

42.

# ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMINT OF DECEDENT'S REMAINS

**§** § §

(Tina Harriet Threlkeld)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Tina Harriet Threlkeld (SSN xxx-xx-1796) passed away on December 26, 2023, at the age of 79, in Round Rock, Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be

interred (i.e., permanent disposition of remains by entombment, burial, or

placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted

the authority to cremate the deceased and the costs of cremation of the

deceased be paid by Williamson County, Texas in accordance with its

policies and regulations.

Signed and entered this 23rd day of January 2024.

Hon. Bill Gravell

Williamson County Judge

- 2 -

**Meeting Date:** 01/23/2024

King Retirement

Submitted By: Michael Knipstein, EMS

**Department:** EMS

Agenda Category: Regular Agenda Items

# Information

43.

# Agenda Item

Discuss, consider, and take appropriate action on recognizing Clinical Practice Division Commander Terri King for her 24 years of service to Williamson County EMS.

# **Background**

Williamson County EMS would like to recognize the retirement of Clinical Practice Division Commander Terri King and her 24 years of service to Williamson County citizens.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

# **Attachments**

No file(s) attached.

Final Approval Date: 01/02/2024

# Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/02/2024 04:24 PM

Form Started By: Michael Knipstein Started On: 01/02/2024 01:08 PM

**Meeting Date:** 01/23/2024

**Public Affairs Policy** 

Submitted By: Connie Odom, Public Information Office

**Department:** Public Information Office **Agenda Category:** Regular Agenda Items

# Information

44.

# Agenda Item

Discuss, consider and take appropriate action on adopting the Williamson County Public Affairs Communication Policy.

# **Background**

Due to increased requests for a variety of services, a policy is needed to clarify the Williamson County Public Affairs Department's communication services. This policy covers all formats of information dissemination concerning County government related issues, programs, projects, services and activities in both emergency and non-emergency situations. As improved communication is a key goal in the County's strategic plan, the department needs a policy to better focus its efforts on services that support the strategic plan.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

# **Attachments**

**Public Affairs Communication Policy** 

# Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/10/2024 10:46 AM

Form Started By: Connie Odom Started On: 01/05/2024 09:31 AM Final Approval Date: 01/10/2024

# Williamson County Public Affairs Communication Policy



# Purpose

To establish a policy for the Williamson County Public Affairs Department's (Public Affairs) communication services for Williamson County (County) Elected Officials, Appointed Officials, Departments and their employees internally and with the County's external stakeholders. This policy covers all formats of information dissemination concerning County government related issues, programs, projects, services and activities in both emergency and non-emergency situations.

# Summary

Public Affairs' mission is to provide information regarding County government activities through the most effective channels while encouraging engagement with stakeholders. County government activities include constitutional and statutory duties of the County, as well as authorized County services provided to enhance quality of life such as the County's parks and recreation facilities, events, and activities. Our stakeholders include current and future residents, employees, media, companies, taxpayers, other governmental entities, as well as the general public.

The County encourages positive communication within the County organization and with the public and stakeholders that reflects the County's actions and values. Communication should be accurate, timely, professional, and understandable.

# Scope

This policy applies to all Elected Officials, Appointed Officials and Departments and their staff.

# **Definitions**

# **Appointed Officials**

The term "Appointed Officials" shall mean and include individuals that are appointed by a body or the State of Texas to serve as an official for a County office or department of the State of Texas that serves the County. Appointed Officials shall include, but not be limited to the County Auditor, Director of Williamson County Juvenile Services, and the Director of Williamson County Adult Probation.

# **Departments**

Unless specifically noted otherwise, the use of the term "Departments" means the departments under the Williamson County Commissioners Court.

# Elected Officials

The term "Elected Officials" shall mean individuals who are elected by the citizens of the County to serve in a County elected office.

# Media

Any individual or organization that shares news information with the public through a recognized public media outlet, whether in print, digital or web-based formats.

# Policy

Public Affairs will provide communication services for County Elected Officials, Appointed Officials and Departments, when requested, regarding the County's government activities. In order to utilize County communication resources, these activities must have a direct benefit to the taxpayers of the County.

Communication services encompass written, verbal, and visual communication forms including, but not limited to, press releases, social media posts, videos, flyers, brochures, posters, banners, reels, graphics, press conferences, and events. Types of acceptable content include information regarding professional awards, employee new hires/official appointments at division director level and above, special recognitions, public programs, County-related public events/meetings, public education/awareness, countywide office closures, emergency communications, County economic development activities and other core County government services and announcements.

Public Affairs will not disseminate information for organizations that are not County government offices or agencies of the State of Texas or federal government that directly serve the County. In addition, Elected Officials have a legal obligation and duty to not use official County resources, including Public Affairs services, for campaigning or other political or personally beneficial purposes. The same prohibition applies to use of County resources to advertise or support any activity that is funded to any extent with campaign funds, even if the activity is not overtly political in nature. Public Affairs shall have the sole discretion in determining whether a requested communication qualifies as a communication directly relating to the County's government activities.

The Director of Communications and Media Relations is responsible for developing, directing, and implementing the County's overall community and media relations communication function. The Director will assist in the planning of key programs and projects to ensure that concerns relating to community and media relations communications are fully considered. The Director will act as a consultant to County Elected Officials, Appointed Officials and Departments to design communication strategies for County government activities, develop guidelines for written communications, prepare for media interviews, and coordinate a consistent visual brand identity for the County. The Director is responsible for creating communication guidelines consistent with this Policy, which the Director may change and update from time to time as the Director determines necessary.

**Meeting Date:** 01/23/2024

**QA Const Termination** 

Submitted By: Hal Hawes, General Counsel

**Department:** General Counsel **Agenda Category:** Regular Agenda Items

# Information

# Agenda Item

Discuss, consider and take appropriate action on approving a Notice of Termination of Contract for Construction Management At-Risk Project Delivery for the Williamson County Justice Complex Improvements Project, by and between QA Construction Services, Inc. and Williamson County, Texas, being dated effective September 26, 2023.

# **Background**

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

# **Attachments**

Termination Notice - QA Construction Services, Inc.

# Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/11/2024 12:05 PM

Form Started By: Hal Hawes Started On: 01/11/2024 11:10 AM Final Approval Date: 01/11/2024

45.



# GENERAL COUNSEL WILLIAMSON COUNTY COMMISSIONERS COURT

401 W 6<sup>TH</sup> STREET, GEORGETOWN, TEXAS 78626

HAL C. HAWES
GENERAL COUNSEL

SHANNON C. FRANCIS
Assistant General Counsel

JACQUELINE LENTZ
Assistant General Counsel

ELLYSSA COLLINSWORTH-STEWART

Assistant General Counsel

# **January 23, 2024**

QA Construction Services, Inc. Attn: Hanh Nguyen, Project Executive 5811 Blue Bluff Road Austin, TX 78724 By Certified Mail R/R/R No. 7020 1810 0000 4548 6011

RE: Notice of Termination of Contract for Construction Management At-Risk Project Delivery for the Williamson County Justice Complex Improvements Project, being dated effective September 26, 2023 ("Contract")

Dear Mr. Nguyen,

In accordance with Section 12.1.1 of the above referenced Contract, please let this letter serve as notice to QA Construction Services, Inc. ("QA Construction") that Williamson County, Texas ("County") has decided to terminate the Contract. The effective date of termination of the Agreement shall be seven (7) calendar days from the date of your receipt of this notice.

Section 12.1.2 of the Contract provides that, in the event of termination of this Contract pursuant to Paragraph 12.1.1, QA Construction shall be equitably compensated for Preconstruction Phase services based on the services actually performed in relation to the payment schedule set forth in Section 4.1.1 of the Contract, but in no event shall CMAR's compensation exceed the compensation set forth in Section 4.1.

As you are aware, this termination is occurring prior to the commencement of the Construction Phase and prior to the execution of the GMP Proposal. Thus, County shall not be obligated to pay any compensation for Cost of the Work or other Construction Phase type fees, costs or compensation.

Upon receipt of a notice to terminate, QA Construction shall cease all operations under the Contract; take actions necessary for the protection and preservation of the Work, if any; and terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders in relation to the Project. This termination shall not affect any obligations of the parties occurring prior to the termination date.

If you should have any questions, please do not hesitate to contact me.

Sincerely,

Hal C. Hawes General Counsel

Phone: (512) 943-3862 Email: <a href="mailto:hhawes@wilco.org">hhawes@wilco.org</a>

**Meeting Date:** 01/23/2024

Approval of Purchase of Data Backup Subscription from FreeIT Data Solutions 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 Purchase #2024103 for the purchase of a cloud vault subscription from FreeIT Data Solutions in the amount of \$110,530.00, pursuant to DIR contract #DIR-CPO-4696, and authorizing execution of the quote.

# **Background**

Approval of this item will allow Information Systems to back up critical data to an offsite location in Microsoft by using Rubrik Data Security as a Service Business Edition for NAS including 3 BETB of Rubrik Cloud Vault. The funding source is 01.0100.0503.003011 for FY24. The department point of contact is Rory Tierney. Form 1295 is attached.

# **Fiscal Impact**

From/To	Acct No.	Description	Amount

# **Attachments**

FreeIT Data Storage Quote

Form 1295 FreeIT Data Solutions

# Form Review

Started On: 01/03/2024 09:40 AM

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 01/17/2024 09:36 PM County Judge Exec Asst. Becky Pruitt 01/18/2024 08:41 AM

Form Started By: Misty Brooks Final Approval Date: 01/18/2024

46.



Williamson County

Rory Tierney 301 SE Inner Loop, Suite 105 Georgetown, TX 78626 Ph: (512) 943-1457 rory.tierny@wilco.org

Quote Number:

Quote Date: 12/27/2023 Expiration Date: 1/29/2024

 Contract No:
 DIR-CPO-4696

 TAX ID#:
 27-2209002

 Term:
 NET 30

 FOB:
 Destination

Freeit Data Solutions, Inc.

P.O. Box 1572 Austin, TX 78767

PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks (512) 818-9650 Leslie@freeitdata.com

			<u>'</u>	
Qty	Part Number	Description	Unit Price	Ext Price
Rubrik - 12	2mo Term			
Subscriptio	n			
500 F	RS-FT-BE-NDS-PE-PP	Rubrik Data Security as a Service Business Edition for NAS including 3 BETB of Rubrik Cloud Vault (Backup Tier); per FETB; Premium support; prepay	\$221.06	\$110,530.00
		Subscription Period Duration: 12 Months		
			List Total:	\$342,000.00
		DII	R Discounted Total:	\$307,800.00
		Shipping and	Tax not applicable:	\$0.00
			Additional Discount:	(\$197,270.00)
			Grand Total:	\$110,530.00

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/DIR-CPO-4696 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

#### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

					1 of 1
	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.		CF	OFFICE USE	
1	Name of business entity filing form, and the city, state and count of business.	try of the business entity	y's place Cer	tificate Number:	OI TIEMO
	Freeit Data Solutions, Inc.		202	.4-1100003	
	Austin, TX United States			e Filed:	
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the		03/2024	
	Williamson County			e Acknowledged: 03/2024	
3	Provide the identification number used by the governmental entidescription of the services, goods, or other property to be provided 2024103		ck or identify the	contract, and prov	vide a
	Rubrik cloud vault subscription				
4				Nature of	
	Name of Interested Party	City, State, Country (p	lace of business)	(check ap	plicable) Intermediary
0	rchid, Wayne	Austin, TX United St	tates	X	intermediary
_					
_					
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is	, ar	nd 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	it.			
	Executed inCount	y, State of	, on the		
				(month)	(year)
		Signature of authorized	d agent of contracti Declarant)	ng business entity	

#### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

					1 of 1
	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.		CE	OFFICE USE	
1	Name of business entity filing form, and the city, state and coof business.	untry of the business entity's plac		ificate Number: 4-1108089	
	Freeit Data Solutions, Inc. Austin, TX United States		Date	Filed:	
2	Name of governmental entity or state agency that is a party to	the contract for which the form is	04/0	3/2024	
	being filed. Williamson County		Date	Acknowledged:	
3	Provide the identification number used by the governmental edescription of the services, goods, or other property to be proposed 2024103  Rubrik cloud vault subscription		dentify the c	ontract, and provi	ide a
				Nature of	interest
4	Name of Interested Party	City, State, Country (place of	business)	(check app	
				Controlling	Intermediary
0	rchid, Wayne	Austin, TX United States		X	
5	Check only if there is NO Interested Party.				
6	UNSWORN DECLARATION				
	My name is Dulari von Christierson	, and my o	date of birth is	s	
	My address is 900 East 6th Street, Suite 102	Austin	_, <b>TX</b> ,	78702,	USA
	(street)	(city)	(state)	(zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and cor	rrect.			
	Executed in TravisCou	unty, State of Texas ,	on the 3rd	-	
				(month)	(year)
			of contraction	na huainaca antita	
		Signature of authorized agent (Declaran		y business entity	

**Meeting Date:** 01/23/2024

Road & Bridge Yard Shed New - Change Order #1

Submitted For: Dale Butler Submitted By: Christy Matoska, Facilities Managemen

**Department:** Facilities Management **Agenda Category:** Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on accepting a report from G2 Construction. This change order is for the construction/remodel of the Road & Bridge new yard shed. Department point of contact is Daryl Mutz, Project Manager, Facilities Management. On March 22, 2022, the Williamson County Commissioners Court approved Williamson County Architect, Trenton Jacobs, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project will be 4509.1026.

#### **Background**

This change order is for the construction/remodel of the Road & Bridge new yard shed. Department point of contact is Daryl Mutz, Project Manager, Facilities Management. On March 22, 2022, the Williamson County Commissioners Court approved Williamson County Architect, Trenton Jacobs, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project will be 4509.1026.

#### Missing Custom Expenditures Program, please contact Destiny Software

#### Fiscal Impact

From/To	Acct No.	Description	Amount

#### **Attachments**

R&B New Yard Shed - CO1

#### Form Review

Inbox Reviewed By Date

Hal Hawes 01/04/2024 03:13 PM
County Judge Exec Asst. Becky Pruitt 01/10/2024 10:44 AM
Form Started By: Christy Matoska Started On: 01/04/2024 11:39 AM

Form Started By: Christy Matoska Final Approval Date: 01/10/2024 47.



# **CHANGE ORDER #1**

FOR PROJECT: 2024\_R & B Yard Shed New

CHANGE ORDER NO:	00.1
DATE OF ISSUANCE:	1/2/2024

1/4/2024

NTP Date:

Project Architect: Project Engineer: Contractor:

G2 Construction Services, Inc.

**EXPLANATION:** 

Low side of roof needs to be 13'6" was approved at 11'.

## CONTRACT CHANGE:

Low side of roof to be minimum height of 13'6".

Original Contract Amount \$ 146,000	Ş	146,000
Net change by previously submitted Change Orders.	\$	
r to this Change Order was	Ş	
Contract Sum be increase by this Change Order in the amount of	Ş	18,000
The new Contract Sum including this Change Order will be	\$	164,00
Percentage Increase of Change Orders over Original Contract Amount		12.3 %
The Contract Time will be changed by		0 days
The date of Substantial Completion as of the date of this Change Order.	3/4/2024	24

RECOMMENDED BY:

1mmy S. G113500 Contractor's Printed Name

Signature

Signature

Architect/ Engineer Name

ACCEPTED BY:

(reutan

REVIEWED BY:

Date

Owner's Representative

1 Courte

Date

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

Sheriff's Office Lighting Upgrade - G2 CSi - Change Order #1

**Submitted For: Dale Butler** Submitted By: Christy Matoska, Facilities Managemen

**Department: Facilities Management** Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Receive and acknowledge approval of Change Order No. 1 from G2 CSI for the Sheriff's Office Lighting Upgrade Project in the amount of \$15,142.00, which was approved by Williamson County Facilities Architect, Trenton Jacobs, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

#### **Background**

This change order is to provide labor for the installation of additional fixtures above the original 283 count in the original scope of work. Williamson County Facilities Architect, Trenton Jacobs was delegated change order approval authority for this project on March 22, 2022 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

#### Missing Custom Expenditures Program, please contact Destiny Software

#### **Fiscal Impact**

From/To Acct No. Description A	nt
--------------------------------	----

#### **Attachments**

G2 CSi - Change Order 1

Form Started By: Christy Matoska

Final Approval Date: 01/11/2024

#### Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/08/2024 11:05 AM
Facilities Management (Originator)	Christy Matoska	01/08/2024 11:52 AM
Hal Hawes	Hal Hawes	01/08/2024 11:59 AM
County Judge Exec Asst.	Becky Pruitt	01/11/2024 10:38 AM

Started On: 01/08/2024 10:23 AM

48.



#### **CHANGE ORDER 1**

#### FOR PROJECT: Sheriff's Office Lighting Upgrades

CHANGE ORDER NO: DATE OF ISSUANCE: Contractor: Project Architect: Project Manager:	December 28, G2 Constructi Trent Jacobs Tommy Crocke	on Services, Inc.	NTP Date:_	Nov. 28, 2023
EXPLANATION:  Provide labor for the See scope on G2 Career.		f additional fixtures above and b	eyond the original 283 count so	cope.
CONTRACT CHANGE: 15,142.00				
Contract sum prior to t	sly submitted C this Change Ord	hange Orders er was	\$ \$	182,000.00
The new Contract Sum Percentage Increase of The Contract Time will	including this C f Change Orders be changed by	Change Order in the amount of Change Order will be Change Order will be Change Order of the date of this Change Order	\$	197,142.00 8.5 % 0 days.
RECOMMENDED BY:  Jimmy S Gibson/VP  Contractor's Printed N	Tame	Signature	Date	12/28/2023
REVIEWED BY:  Treutau H. J.  Architect/ Engineer No.	acobs, AlA	Signature	Date	1/8/24
ACCEPTED BY:  Transa H. Jan Owner's Representati	(abs	Signature Signature	/Dat	1/8/24





#### --- CO 001----TIPS 211001

12/28/2023

12/1	072023
TEI	:: (512)688-5725 Fax: (512)688-5724
Cor Pho Job Job	mitted to Tommy Crocket (Project Manager) npany: Williamson County ne:512-943-1611 Title: Williamson County Sheriff's Office 2x4 light LED replacements and Grid touchup/Tile Replacement Locations: 306 W. 4 <sup>th</sup> Street Georgetown, TX 78626
Sco	pe of Work:
2. 3. 4. 5. 6. 7.	Remove an additional 7 existing 2 x 4 lights fixtures and replace them with + 7 County provided LED lights. Remove two lights and center the remaining two as close to center as possible. Remove two 1 x 4 wrap around fixtures and install two 2 x 4 fixtures removed from existing offices. Replace three existing 2 x 4 fixtures with three 2 x 4 removed from existing offices. Remove eighteen 1 x 4 tamper resistant fixtures and replace with 2 x 4, with surface amount adapters. Replace four existing 1 x 4 strip lights with new. Add five Em/Ex lights.  *All lights and adapters are owner provided *G2 CSi will provide as part of the proposal disposal of all waste generated by this CO.
W	e propose hereby to furnish material and labor necessary to complete the base bid project in accordance the the above specifications, for the sum of 15,142.00 Fifteen thousand one hundred forty-two dollars and 00/100***
*	Bonding is included in the CO total.
A de	el free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. I work is to be completed in a workmanlike manner according to standard practices. Any alteration, or viation from the above specifications involving extra cost will be executed only upon written approval d will become an extra charge over and above this estimate.
Sha	ne Gibson:

CO 1 Admin LED & Tile Replacement			
COMPANY	AMOUNT	TOTAL HARD COST	\$12,400
PERMITS CIRCLE ONE GENERAL CONTRACTOROWNER	N/A		
ON FEES CIRCLE ONE GENERAL CONTRACTOR-	N/A	TOTAL HARD COST	\$12,400
		2% CONTINGENCY	2%
TEMP TOILETS		TOTAL CONTINGENCY	\$248
CONSTRUCTION TRAILOR	N/A	TOTAL BID WITH CONTINGENCY	\$12,648
CLEANING	\$200	\$500 OVERHEAD & PROFIT	10%
TIPS FEES	\$200	\$200 OVERHEAD & PROFIT TOTAL	\$1,265
		TOTAL BID + O&P	\$13,913
DIV 2 DEMOLITION	N/A	BOND COST FIRST 100K	\$2,500
DIV 2 ABATEMENT	N/A	TOTAL BOND COST FIRST 100K	\$16,413
DIV 2 GRADING	N/A	BOND COST ADDITIOAL 100K	-\$1,271
DIV 2 EXCAVATION	N/A	TOTAL COST	\$15,142
DIV 2 TEMPORARY UTILITIES	N/A		
DIV 2 SITE UTILITIES	N/A	NO. OF ADDENDUMS	
DIV 2 DEMOLITION L&M DRYWALL DEMO	N/A	DATE:	
DIV 2 IRRIGATION	N/A	DATE:	
DIV 2 APPLIANCES TH WHILLIS	N/A	DATE:	
DIV 2 SIGNAGE	N/A	DATE:	
BUILD DECKS & TREE PROTECTION	N/A		
DIV 2 FENCE	N/A	ALTERNATES 1	
DIV 2 TERMITE CONTROL	N/A		
DIV 2 EROSION CONTROL	N/A	ALTERNATES 2	
DIV 3 FENCE GATE OPERATORACCESS CONTROL	N/A		
DIV 3 CONCRETE	N/A		
DIV 3 POLISHED	N/A	ALTERNATES 3	
DIV 3 STAINED CONCRETE	N/A		
DIV 3 BUSH HAMIMER OR GRIND 2' RADIUS	N/A	ALTERNATES 4	k a
DIV 3 CONCRETE R&R LEAK DETECTION	N/A		
DIV 3 ASPHALT	N/A		
DIV 3 STRIPING	N/A		

DIV 3 ADA SIGNAGE	N/A	
DIV 4 STUCCO	N/A	
DIV 4 MASONRY	N/A	ADDITIONAL NOTES:
DIV 4 WATERPRODEING	N/A	
DIV 5 RAILING	N/A	
DIV 5 METAL/STRUCTURAL STEEL	N/A	
DIV 6 MILLWORK - CABINETRY	N/A	
DIV 6 ROUGH CARPENTRY BLOCKING	N/A	
DIV 7 RODFING	N/A	
DIV 7 ROOFING ROOF TOP SUPPORTS php Systems Design	N/A	
DIV 8 REMOVE EXISTING GLASS AT CANAPY AND REINSTALL EST	N/A	
DIV 8 DEMO EXISTING WINDOWS	N/A	
DIV 8 WINDOWS/GLASS/GLAZING	N/A	
DIV 8 DOOR & FRAMES	N/A	
DIV 8 DOOR HARDWAREINSTALLATION	N/A	
DIV 8 DOOR HARDWAREMATERIAL ONLY	N/A	
DIV 8 DOOR & FRAMESINSTALLATION	N/A	
DIV 8 ELECTRIC OVERHEAD	N/A	
DIV 8 OVERHEAD DOORSINSTALLATION	N/A	
DIV 8 ACCORDIAN DOORS	N/A	
DIV 8 SHEATHING	N/A	
DIV 9 RESINOUS	N/A	
DIV 9 DRYWALL FLOAT/TAPE/TEXTURE	N/A	
DIV 9 FIRE RATED RESISTANT GYP BOARD	N/A	STATE (S)
DIV 9 FIRE CAULKING/FIRE STOPPING	N/A	
DIV 9 ACOUSTICAL CEILING	N/A	
DIV 9 METAL FRAMING	N/A	
DIV 9 CERAMIC FLOOR & WALL TILE	N/A	
DIV 9 RESILIENT VCT FLOORING	N/A	
DIV 9 PAINT	N/A	
DIV 9CONCRETE FLOOR PAINT	N/A	
DIV 10 TOILET ACCESSORIES M&L	N/A	

DIV 10 TOILET ACCESSORIES INSTALLATION	N/A	
DIV 10 TOILET PARTITIONS/BENCHESM&L	N/A	
DIV10 TOILET PARTITIONS/BENCHES INSTALLATION	N/A	
DIV 10 CANOPY	N/A	1
DIV 10 WIRE MESH PARTITION LABOR ONLY	N/A	
DIV 10 BENCHES	N/A	
DIV 10 WINDOW BLINDS	N/A	
DIV 10 FIRE EXTINGUISHER & CABINET	N/A	
DIV 10 MARKER BOARDS AUSTIN ACCOUSTICAL	N/A	
DIV 10 SAW CUT AND POUR BACK	N/A	
DIV 10 PLUMBING	N/A	
DIV 15 HVAC	N/A	
DIV 16 ELECTRICAL	\$11,700	
DIV 16 ELECTRICAL CONTROLS	N/A	
DIV 27 CLOCKS	N/A	
DIV 28 FIRE ALARMHOUSTON	N/A	
DIV 28 FIRE SUPPRESSION	N/A	
STAGE LIGHTING	N/A	
STAGE LIGHTING	N/A	
DIV 28 FIRE PROTECTION	N/A	
DIV 28 KITCHEN APPLIANCE	N/A	
DIV 28 STAINLESS STEEL LEGS FOR COUNTER TOPS	N/A	
DIV 28 DATA & CABLING	N/A	
TOTAL HARD COST MATERIAL AND LABOR ONLY	\$12,400	

¥2.4

			ŧ

#### **Commissioners Court - Regular Session**

Meeting Date: 01/23/2024

Official Designated Representative (ODR) for Project Manager

Submitted For: Dale Butler Submitted By: Christy Matoska, Facilities Managemen

49.

**Department:** Facilities Management **Agenda Category:** Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Daryl Mutz for specific projects, with general authority to approve invoices and change orders for designated Williamson County Facilities Management projects for any increase or decrease in cost of \$25,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price my not be increased by more than 25% and the original contract price may not be decreased by 18% or more without consent of the contractor.

#### **Background**

A request is being made for this authority due to the nature of performing contract work within the projects and the necessity of an uninterrupted workflow to allow for continuity of schedules between staff and the contractor. Section 262.031 of the Local Government Code allows for the grant of such authority up to \$25,000. Project Managers will be serving as the Project Managers on the projects. Any change orders that are approved by Project Managers will be placed on the Commissioners Court agenda the following week.

#### **Fiscal Impact**

From/To Acct No. Description Amount				
	II From/IO I	Acct No.	Description	Amount

#### **Attachments**

No file(s) attached.

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/11/2024 10:44 AM

Form Started By: Christy Matoska Started On: 01/11/2024 09:35 AM Final Approval Date: 01/11/2024

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

2024 CIP Transfer

Submitted By: Tomika Lynce, County Auditor

**Department:** County Auditor

Agenda Category: Regular Agenda Items

#### Information

50.

#### Agenda Item

Discuss, consider, and take appropriate action on approving a 2024 CIP transfer to close P637 (Fleets Parts Room Expansion) and move the remaining funds of \$1,500,000 to P608 (Fleet Shop Addition).

#### **Background**

This transfer is necessary to close P637 (Fleet Parts Room Expansion). The same contractor will be working on P608 (Fleet Shop Addition). This closure allows us to combine the projects to be more efficient.

#### **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 01/18/2024 09:38 AM

Form Started By: Tomika Lynce Started On: 01/16/2024 03:50 PM Final Approval Date: 01/18/2024

**Meeting Date:** 01/23/2024

LTP Transfer

Submitted By: Tomika Lynce, County Auditor

**Department:** County Auditor

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on approving a LTP transfer per HNTB, to transfer \$200,000 from P461 (Corridor F/US 183) to P457 (LTP ROW), \$190,000 from P457 (LTP ROW) to P385 (Ronald Reagan Corridor Segment A), \$42,000 from P457 (LTP ROW) to P388 (Ronald Reagan Corridor), \$2,000,000 from P457 (LTP ROW) to P463 (Southeast Corridor Study), \$200,000 from P457 (LTP ROW) to P599 (Chandler Corridor Segment 1) and \$100,000 from P457 (LTP ROW) to P600 (Chandler Corridor Segment 2).

#### **Background**

Please see the attached memo for further information.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

LTP Memo

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 09:40 AM

Form Started By: Tomika Lynce Started On: 01/18/2024 09:18 AM Final Approval Date: 01/18/2024

Ms. Tomika Lynce Williamson County Auditor's Office Historic County Courthouse 710 Main Street, Ste. 301 Georgetown, TX 78626



January 16, 2024

Re: FY 2024 Transportation Corridor Budget Adjustment

Dear Ms. Lynce,

Please make the following budget adjustment for the Long-Term Planning Projects:

- Move \$200,000.00 from P461 Corridor F/US 183 to P457 LTP ROW;
- Move \$190,000.00 from P457 LTP ROW to P385 Ronald Reagan Corridor Segment A;
- Move \$42,000.00 from P457 LTP ROW to P388 Ronald Reagan Corridor Segment E;
- Move \$2,000,000.00 from P457 LTP ROW to P463 Southeast Corridor Study;
- Move \$200,000.00 from P457 LTP ROW to P599 Chandler Corridor Segment 1;
- Move \$100,000.00 from P457 LTP ROW to P600 Chandler Corridor Segment 2.

If you have any questions, please let me know.

Christen Eschberger

Thank you.

Christen Eschberger, P.E.

Cc: Julie Kiley, Williamson County Auditor's Office
Pam Navarrette, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
J. Terron Evertson, P.E., Williamson County Engineer
Michael J. Weaver, HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024 Road and Bridge Project 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 transferring \$230,000 from P623 (CR 313) to P645 (CR 143 Bridge and Roadway Realignment).

#### **Background**

This transfer is necessary to create P645 (CR 143 Bridge and Roadway Realignment).

#### **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 01/18/2024 10:01 AM
Form Started By: Tomika Lynce Started On: 01/18/2024 09:40 AM

Final Approval Date: 01/18/2024

**52**.

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

2019 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor

**Department:** County Auditor

Agenda Category: Regular Agenda Items

#### Information

53.

#### Agenda Item

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

#### **Background**

Please see the attached memo for further information.

#### **Fiscal Impact**

	From/To	Acct No.	Description	Amount
- 1			-	

#### **Attachments**

2019 Road Bond Memo

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 11:28 AM

Form Started By: Tomika Lynce Started On: 01/18/2024 09:48 AM Final Approval Date: 01/18/2024

Round Rock, TX 78664

Ms. Tomika Lynce Williamson County Auditor's Office Historic County Courthouse 710 Main Street, Ste. 301 Georgetown, TX 78626



January 16, 2024

Re: 2019 Road Bond Budget Allocation

Dear Ms. Lynce,

Please make the following budget allocations for the 2019 Road Bond Program:

- Move \$300,000.00 from P225 Forest North Drainage to P337 Anderson Mill Road;
- Move \$263,000.00 from P225 Forest North Drainage to P338 RM 620 Extension;
- Close P225 Forest North Drainage and move remainder (approx. \$1,093,250.79) to P462 Corridor H (Sam Bass Rd);
- Move \$1,636,000.00 from P309 Pond Springs Drainage (funded via TANS) to P462 Corridor H (Sam Bass Rd);
- Move \$2,400,000.00 from P340 Parmer Lane at SH 45 Interchange to P462 Corridor H (Sam Bass Rd);
- Move \$184,000.00 from P361 Corridor I-1 to P277 CR 258 Extension;
- Move \$350,000.00 from P283 New Hope Drive Phase 2A to P343 Bagdad Road (CR 279)
   North;
- Close P342 Bagdad Road (CR 279) South and move remainder (approx. \$4,996,692.50) to P343 Bagdad Road (CR 279) North;
- Move \$1,325,000.00 from P344 Corridor I-2 to P343 Bagdad Road (CR 279) North;
- Move remainder (approx. \$1,408,846.25) from P345 CR 214 Extension (funded via TANS) to P343 Bagdad Road (CR 279) North;
- Move \$580,000.00 from P346 Liberty Hill (SH 29) Bypass (funded via TANS) to P343 Bagdad Road (CR 279) North;
- Move \$150,000.00 from P348 RM 1431/Whitestone Blvd Widening to P343 Bagdad Road (CR 279) North;
- Close P350 Liberty Hill Long Run Road and move remainder (approx. \$548,880.00) to P343 Bagdad Road (CR 279) North;
- Close P339 Wyoming Springs Intersection Improvements and move remainder (approx. \$55,178.98) to P347 Toro Grande Blvd. Extension;
- Move \$440,000.00 from P352 Southwest Bypass Ext. to P353 CR 245;
- Move \$520,000.00 from P352 Southwest Bypass Ext. to P358 SH 195 at Ronald Reagan;

- Close P362 CR 110 North and move remainder (approx. \$796,413.62) to P358 SH 195 at Ronald Reagan;
- Move remainder (approx. \$994,246.25) from P363 CR 175 (funded via TANS) to P326 RM 2243;
- Move \$700,000.00 from P341 Wyoming Springs Ext. to P462 Corridor H (Sam Bass Rd);
- Close P370 MoKan and move remainder (approx. \$1,282,200.46) to P462 Corridor H (Sam Bass Rd);
- Close P380 MoKan and move remainder (approx. \$3,554,974.16) to P462 Corridor H (Sam Bass Rd);
- Move \$9,700,000.00 from P459 Corridor C (SH 29) Bypass (funded via TANS) to P296 CR 366 Widening;
- Move \$606,000.00 from P307 Bud Stockton Ext. to P364 CR 314 Safety Improvements;
- Move \$775,000.00 from P360 Corridor E5 to P364 CR 314 Safety Improvements;
- Move \$400,000.00 from P366 CR 332 Realignment (funded via TANS) to P364 CR 314 Safety Improvements;
- Close P373 Coupland Street and move remainder (approx. \$116,716.40) to P359 Corridor E4:
- Move \$2,000,000.00 from P375 CR 129 (funded via TANS) to P377 CR 112 Widening (FM 1460 to CR 117);
- Move \$900,000.00 from P371 Corridor E2 to P378 CR 112 Widening (CR 117 to CR 110);
- Move \$121,000.00 from P381 Old Settlers Blvd to P378 CR 112 Widening (CR 117 to CR 110);
- Move \$800,000.00 from P392 Southeast Loop Segment 2 to P378 CR 112 Widening (CR 117 to CR 110);

If you have any questions, please let me know.

Christen Eschberger

Thank you.

Christen Eschberger

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Michael J. Weaver., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

Receive the January 2024 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 January 2024 Construction Summary Report and PowerPoint Presentation.

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

January 2024 PowerPoint Presentation
January 2024 Construction Summary Report

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 11:28 AM
Form Started By: Marie Walters Started On: 01/18/2024 10:47 AM

Form Started By: Marie Walters Final Approval Date: 01/18/2024

54.

## Williamson County Commissioners Court

Road Bond Program January 23, 2024





## Precinct 1

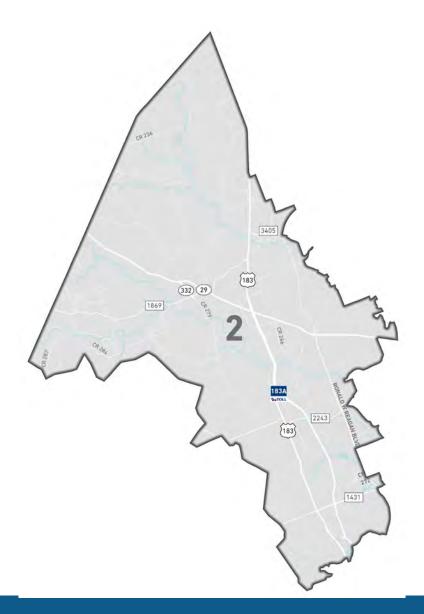




## No Active Construction Projects



## Precinct 2





#### CR 258 Extension

Substantially Complete December 2023



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 = \$5,702,264.83 (86%)

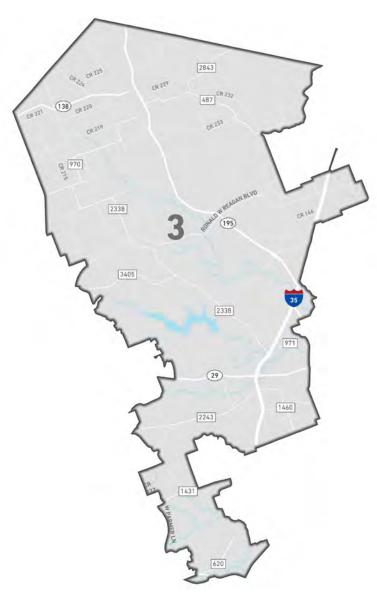


## CR 258 Extension



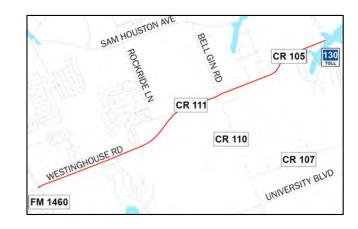


## Precinct 3



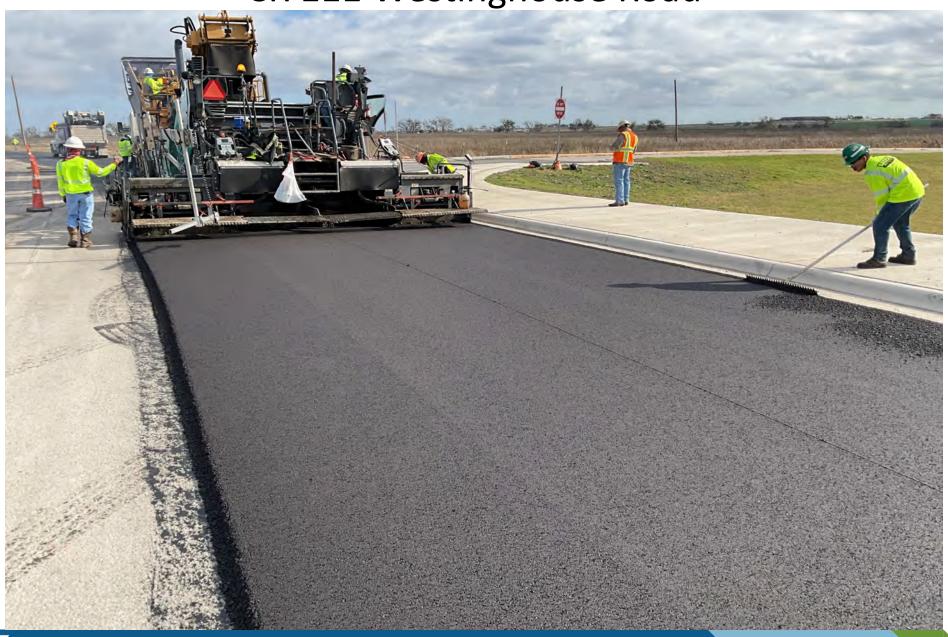


Anticipated Completion Spring 2024



Original Contract Price = \$21,024,332.88Total Change Orders to Date = \$1,220,648.92Adjusted Contract Price = \$22,244,981.80Expenditures to Date = \$17,621,967.04 (79%)







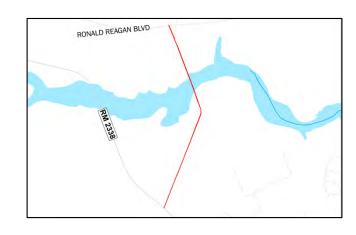








Substantially Complete December 2023



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 = \$5,692,128.21 (81%)

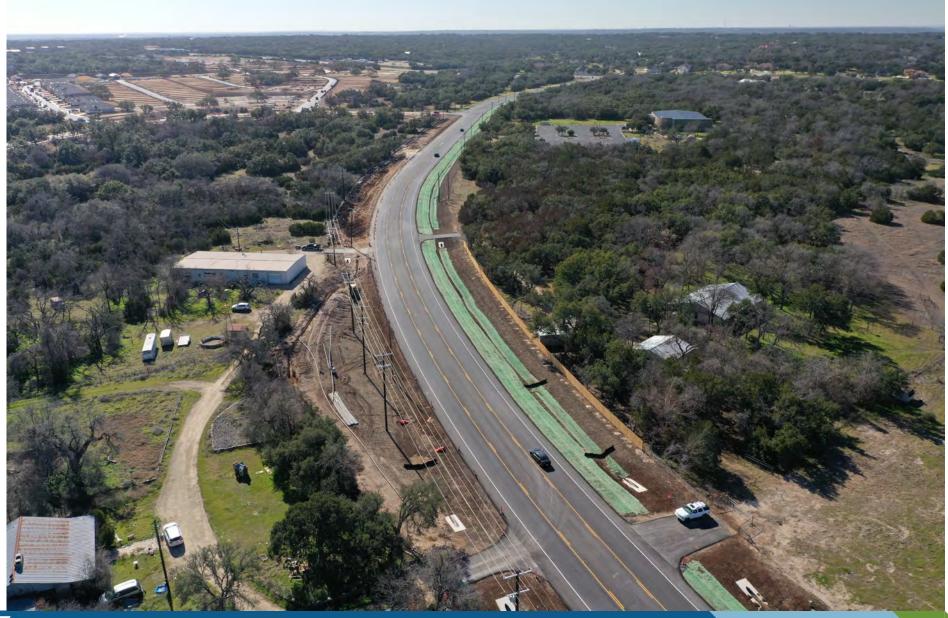








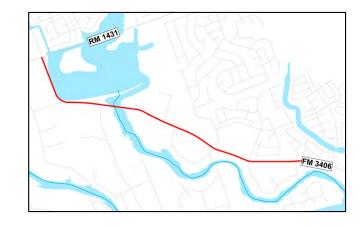






## Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)

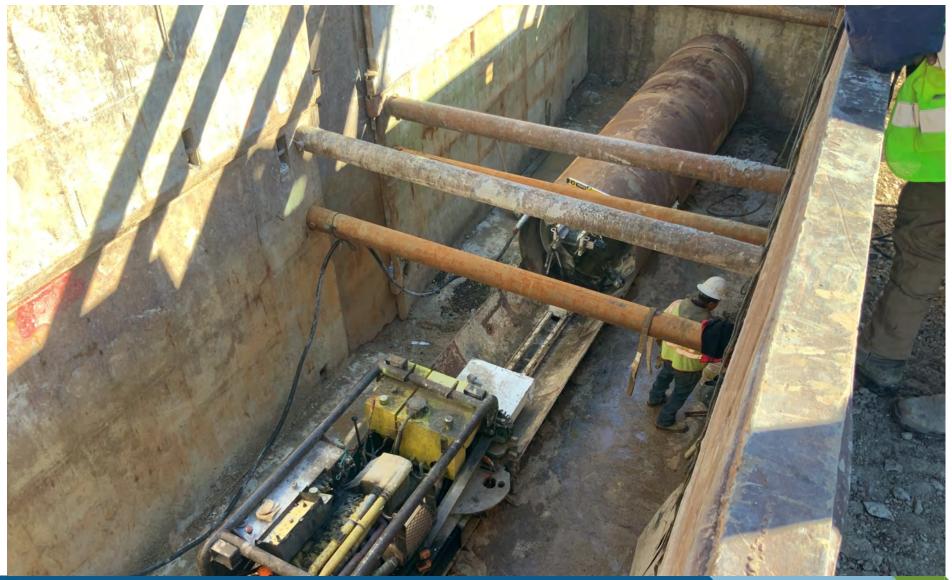
Anticipated Completion Fall 2025



Original Contract Price = \$36,145,959.00Total Change Orders to Date = -\$2,388,828.12Adjusted Contract Price = \$33,757,130.88Expenditures to Date = \$5,559,354.52 (16%)



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





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

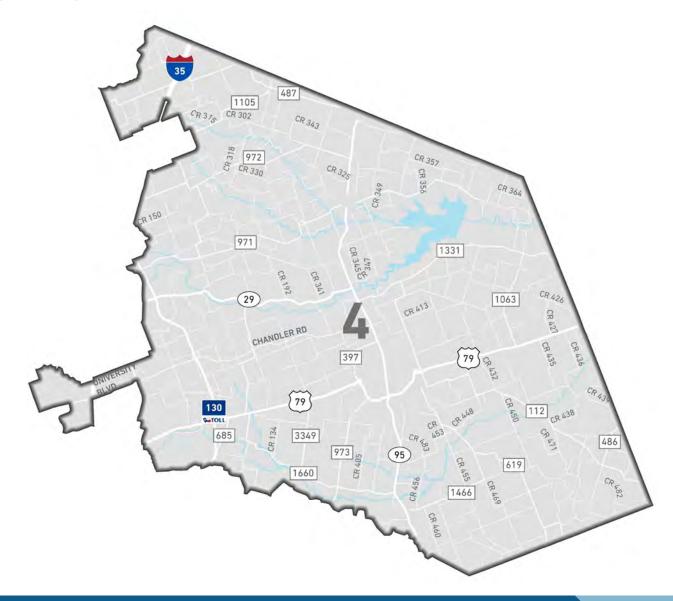




## Corridor H/Sam Bass (RM 1431 to Wyoming Springs Drive)

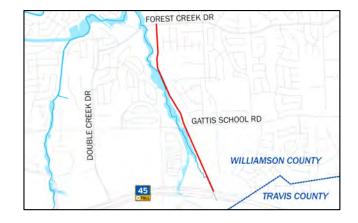








Anticipated Completion Early 2024



Partnership with the City of Round Rock

Original Contract Amount = \$23,409,120.97

Construction is managed by the City of Round Rock

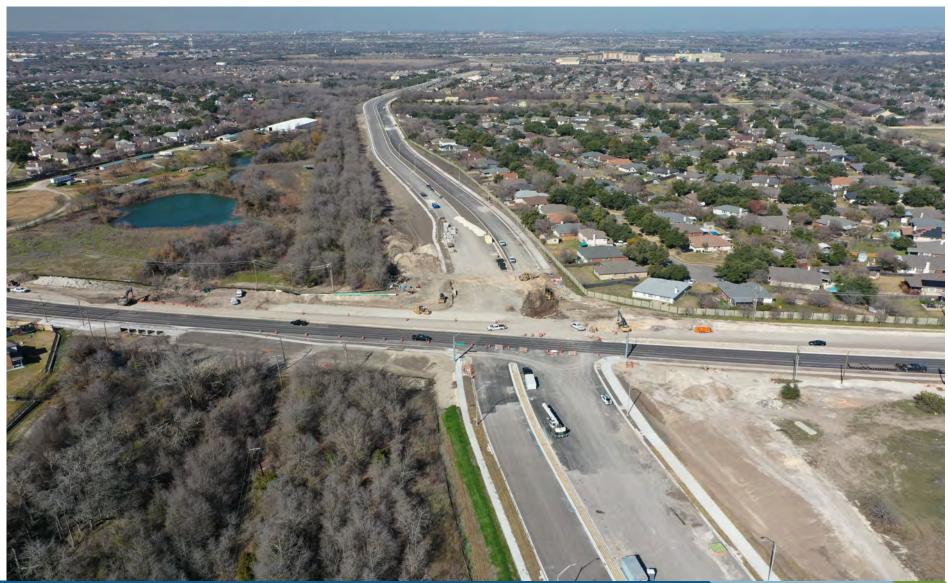














Anticipated Completion
Summer 2025 (Roadwork)



Original Contract Amount = \$81,941,038.13

Total Change Orders = \$1,843,295.83

Adjusted Contract Price = \$83,784,333.96

Expenditures to Date = \$32,318,295.36 (39%)















Anticipated Completion
Summer 2024



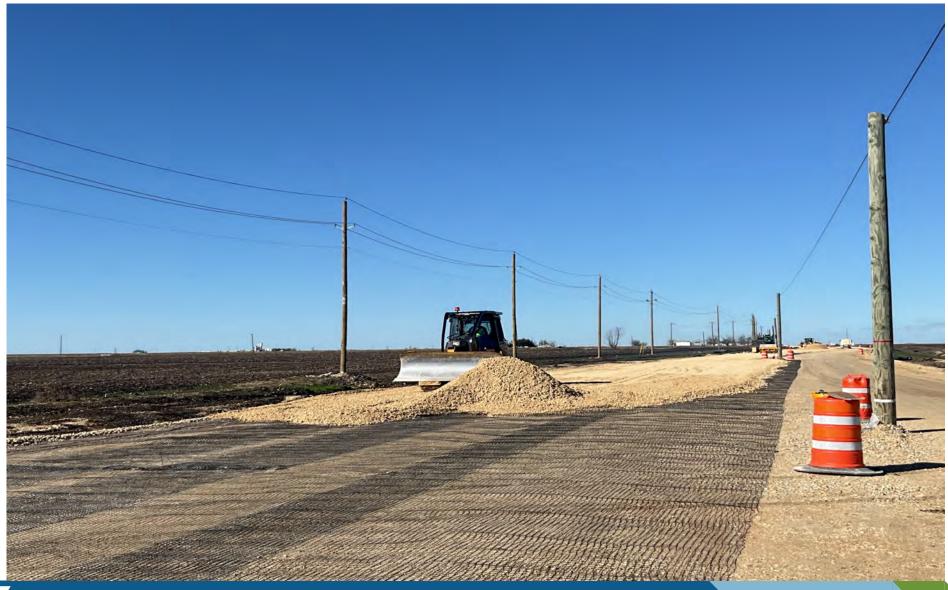
Original Contract Amount = \$17,694,262.46

Total Change Orders = \$93,578.30

Adjusted Contract Price = \$17,787,840.76

Expenditures to Date = \$9,141,597.06 (51%)







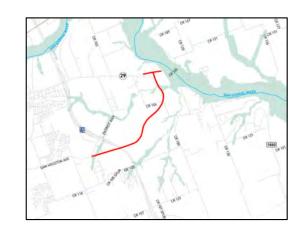








Anticipated Completion Fall 2025



Original Contract Amount = \$30,540,848.03 Total Change Orders = \$0.00

Adjusted Contract Price = \$30,540,848.03

Expenditures to Date = \$5,307,536.29 (17%)















### **ROAD BOND PROGRAM**

**Construction Summary Report** 

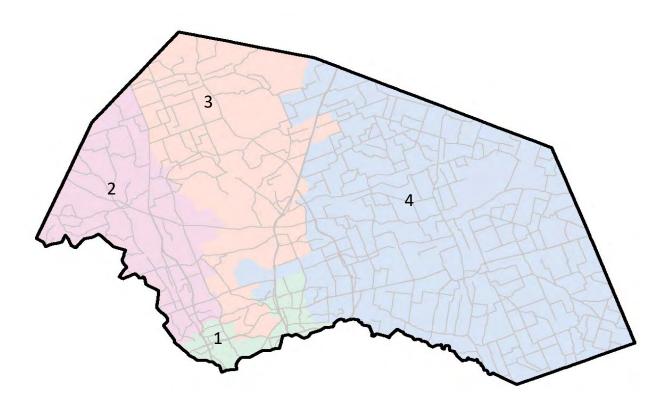
County Judge Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

December 2023

WWW.WILCOTX.GOV

Volume XXVI - Issue No.12



**Presented By:** 



### **Table of Contents**



Completed Projects	1
PRECINCT No. 1 – Commissioner Terry Cook	5
North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)	8
PRECINCT No. 2 – Commissioner Cynthia Long	10
CR 258 Extension (US 183 to Sunset Ridge Drive)	13
Ronald Reagan at Elizabeth Park Tempoary Signals	15
PRECINCT No. 3 – Commissioner Valerie Covey	16
Great Oaks Drive Bridge at Brushy Creek	19
CR 111 Westinghouse Road	21
Southwest Bypass Extension	24
CR 245 Reconstruction	25
Corridor H/Sam Bass Road	27
PRECINCT No. 4 – Commissioner Russ Boles	29
East Wilco Highway (Southeast Loop Segment 1, Phase 1)	32
CR 401 Reconstruction	34
Samsung Highway (Future County Road) (CR 404 to FM 973)	35
East Wilco Highway (FM 3349 at US 79 (FM 3349 from US to CR 404))	36
CR 366 (Chandler Road to Carlos G. Parker Boulevard)	39
Bud Stockton Extension (CR 305 to FM 487)	41
CR 404 at FM 973 Improvements	42
CR 307 and CR 305 (CR 307 North of CR 305)	43
Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)	44
Corridor C / SH 29 Bypass	45

### **COMPLETED PROJECTS**

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

- 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

### COMPLETED PROJECTS

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

- 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
- CR 258 Extension Dec 2023

### COMPLETED PROJECTS

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

- 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 PI 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
- CR 245 Dec 2023

### COMPLETED PROJECTS

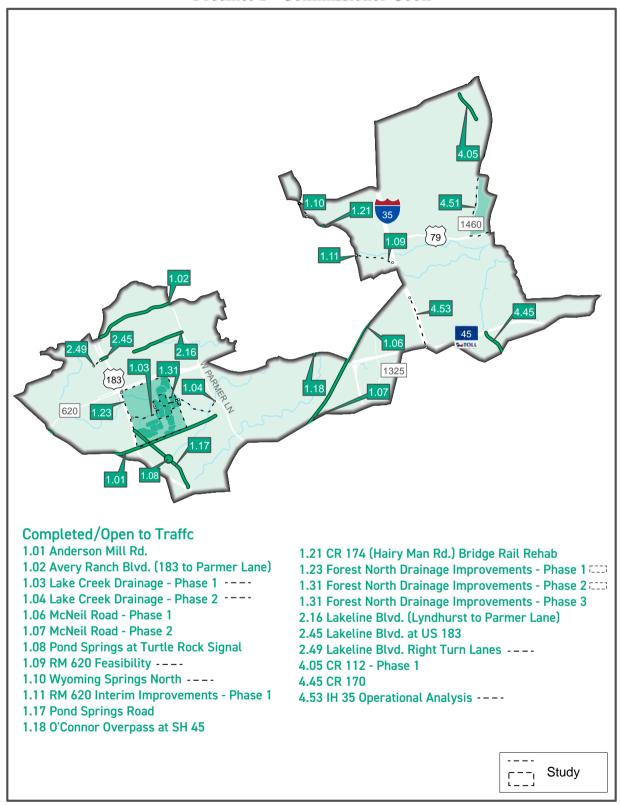
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF DECEMBER 2023

- 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

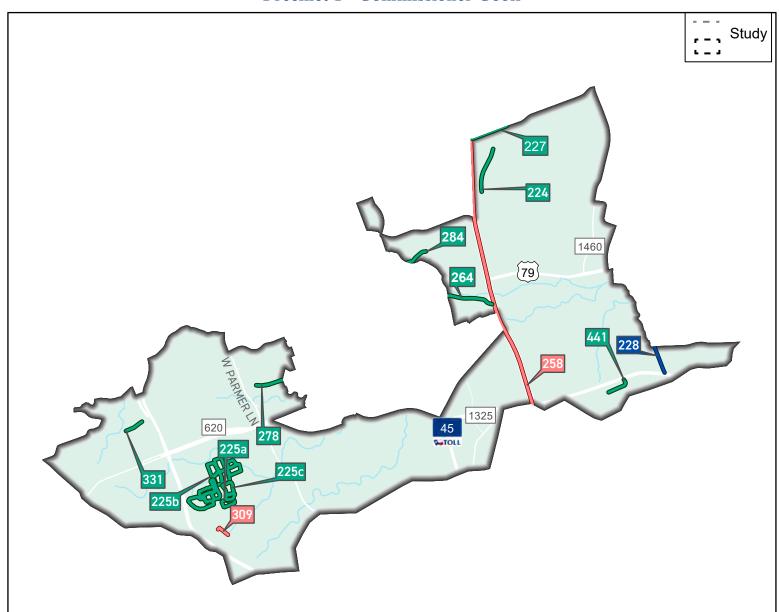
  Nov 2016
- County Road 110 South May 2018
- County Road 119 Mar 2019
- County Road 110 Middle Oct 2020
- CR Paving (401, 402 & 404) Nov 2021
- Thrall Project (S. Bounds Street) Jan 2022
- Bartlett Project (Cotrell Street) Feb 2022
- County Road 101 Feb 2022
- Davilla Street Culvert Re June 2022
- Coupland 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
- Samsung Hwy (CR 404 Realign.) Oct 2023

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



### 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**

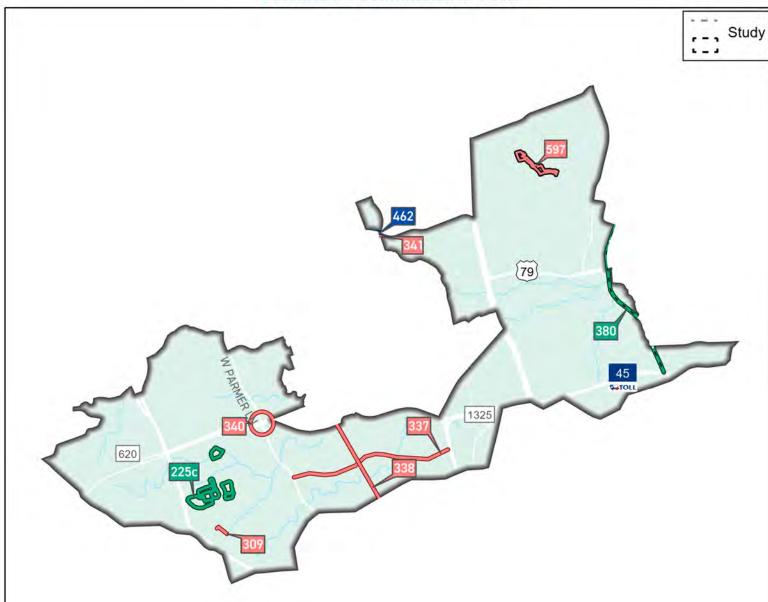
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

#### 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)
- 264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
- 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 Loop 1)
- 338 RM 620/SH 45 Intersection to McNeil Road
- 340 Parmer Lane at SH 45 Interchange
- 341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
- 597 Chandler Branch Tributary 3 Channel Improvements Project

#### 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) ----

#### Project Name: North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)

Substantial

Begin

**Project No. 1810-265** 

Award

Notice To

Letting

		Proceed	Work	Completion	Certificate		<u>Days</u>	Added	<u>Days</u>
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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
12/31/2023	Comments -	The project wa	s accepted by	the City of Roun	d Rock on 12/5/23.				
hange Order Number Approved				Cost This CO			Total COs		
01			5/5/2020			\$0.00			\$0.00

Completion

Original Contract Price =

Days

Total Bid

\$10,775,835.75

Total

Cost This CO Total COs Change Order Number Approved 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 Cost This CO Total COs Approved \$ 92,770.56 03 10/6/2020 \$67,872,45

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 Cost This CO Total COs Approved 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 Cost This CO Total COs Approved 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.

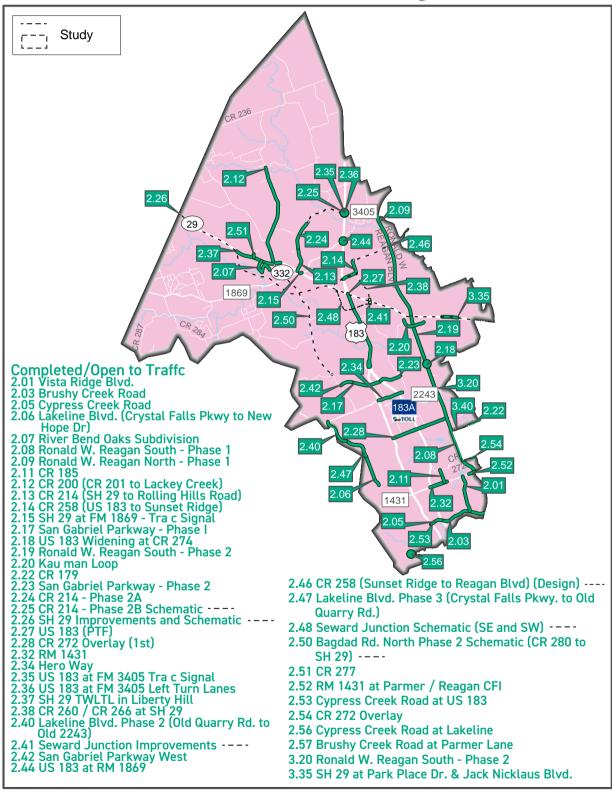
 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

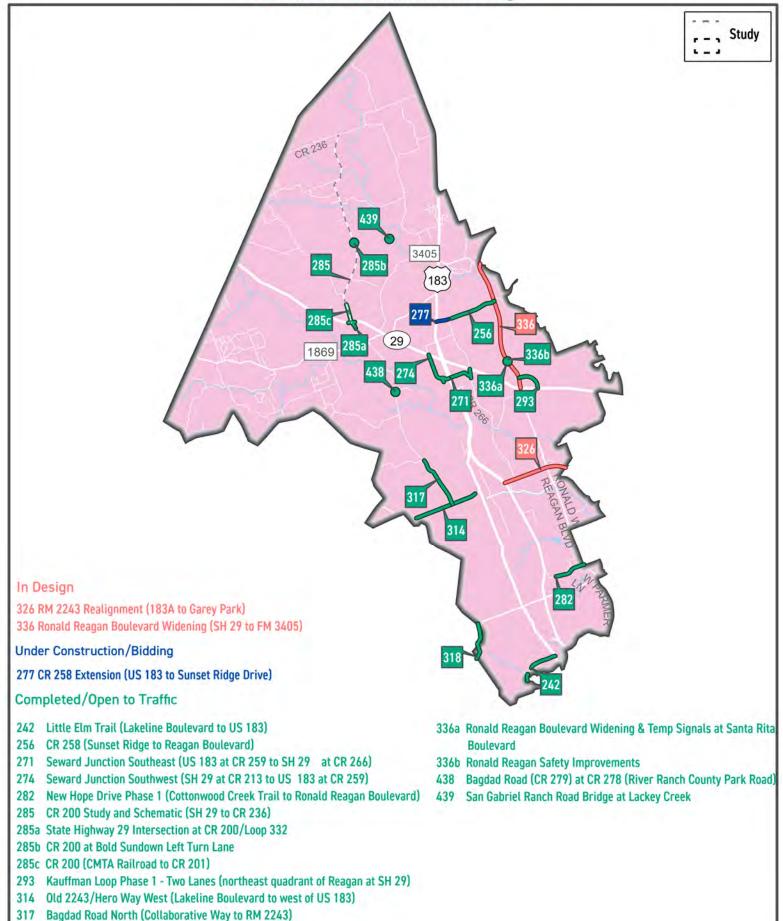
Adjusted Price = \$11,750,980.68

### 2000/2006 Road Bond Program Projects Precinct 2 - Commissioner Long



### 2013 ROAD BOND PROGRAM PROJECTS

**Precinct 2 - Commissioner Long** 

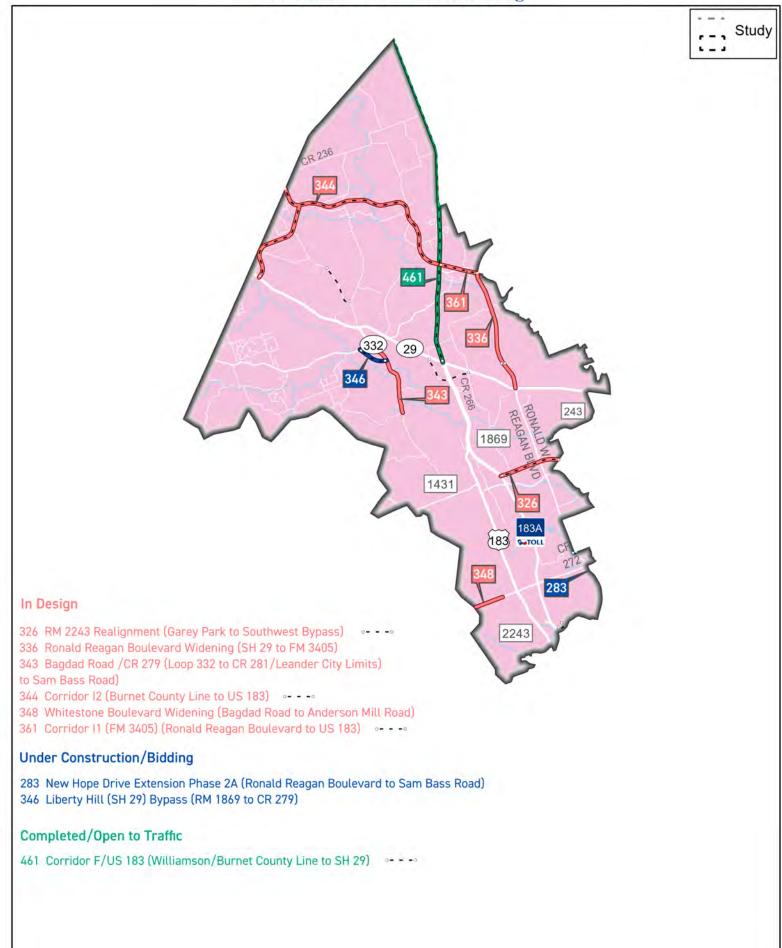


318 Anderson Mill Road (Gaspar Bend to RM 1431)

328 Ronald Reagan at Santa Rita

### 2019 ROAD BOND PROGRAM PROJECTS

**Precinct 2 - Commissioner Long** 







### CR 258 Extension

(US 183 to Sunset Ridge Drive)

Project Length: 0.526 Miles

Roadway Classification: Major Collector

Project Schedule: October 2022 - Spring 2024
Estimated Construction Cost: \$6.7 Million



12/1/23: Joe Bland Construction (JBC) cleaned the new alignment portion of CR 258 in preparation for paving the final course of asphalt. Subcontractor BMP seeded and placed soil retention blankets on the remaining topsoiled areas.

12/8/23: JBC continued clean-up throughout the project. Subcontractor LoneStar Paving paved the final course asphalt for CR 258. Subcontractor TRP began installing small sign foundations.

12/15/23: JBC continued clean-up hroughout the project. Subcontractor TRP installed the new signage for the project. Subcontractor DIJ striped the project. The new road opened to traffic on 12/14/23.

12/22/23: JBC continued clean-up.

12/29/23: No work this week due to wet weather and holidays.





Design Engineer: American

Structurepoint

Contractor: Joe Bland Construction

Construction Observation: Bruce Thurin, HNTB

Williamson County Road Bond Program



#### **Project Name: CR 258 Extension**

Project No.	22IFB141					0	riginal Contra	ict Price =	\$5,836,754.3	
<u>Letting</u>	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days	
9/14/2022	9/27/2022	11/28/2022	12/8/2022				395	-29	366	
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	Total	<u>% (\$)</u>	% Time	
Number	Date	Date	Charged	Invoice	Total	Retainage	Retainage	Used	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	
12	11/1/2023	11/30/2023	30	\$235,724.29	\$5,417,151.59	\$12,406.54	\$285,113.24	86	98	
12/31/2023 Comments- The Co		The Contractor	Approved  11/11/2022		Striped the project. The project is complete.  Cost This CO  -			Total COs \$ -		
o as the "City" ommercial au	') be an additior to liability (Aut	nal insured to Jo	e Bland Const rance policy.	ck. This Change O truction's, L.P. (Co Adding the City to	ontractor) commer	cial general liab	ility (CGL) insur	ance policy an	d to their	
Change Order Number			<u>Approved</u> 11/22/2022			Cost This CO \$ 422,565.69			Total COs \$ 422.565.	
0 <b>=</b>	venience 3F· A	ditional Work I		ne County: This Cl			tract for safety in	nnrovements i	, , , , , , , , , , , , , , , , , , , ,	
				ened along the we						
leagan and Eli										
Change Order	Number		<u>Approved</u> 6/6/2023			Cost This CO 22.263.50			Total COs 444,829.19	

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

8/1/2023 -153,292.00 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 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					O	riginal Contra	act Price =	\$216,902.22
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
2/7/2023	2/28/2023	4/7/2023	4/17/2023	7/6/2023			135		135
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
<u>Number</u> 1	<u>Date</u> 4/1/2023	<u>Date</u> 4/30/2023	Charged 14	<u>Invoice</u> \$30,069.40	<u>Total</u> \$30,069.40	Retainage \$3,341.04	Retainage \$3,341.04	<u>Used</u> 14	<u>Used</u> 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
5	8/1/2023	12/21/2023	0	\$17,195.08	\$210,692.41	\$350.92	\$4,299.85	88	60

 $12/31/2023 \qquad \text{Comments -} \frac{\text{The Contractor installed the permanent signal controller for the newly installed signals at Ronald Reagan and Elizabeth Park on } 12/12/23. \text{ The Contractor began miscellaneous clean-up throughout the project.}$ 

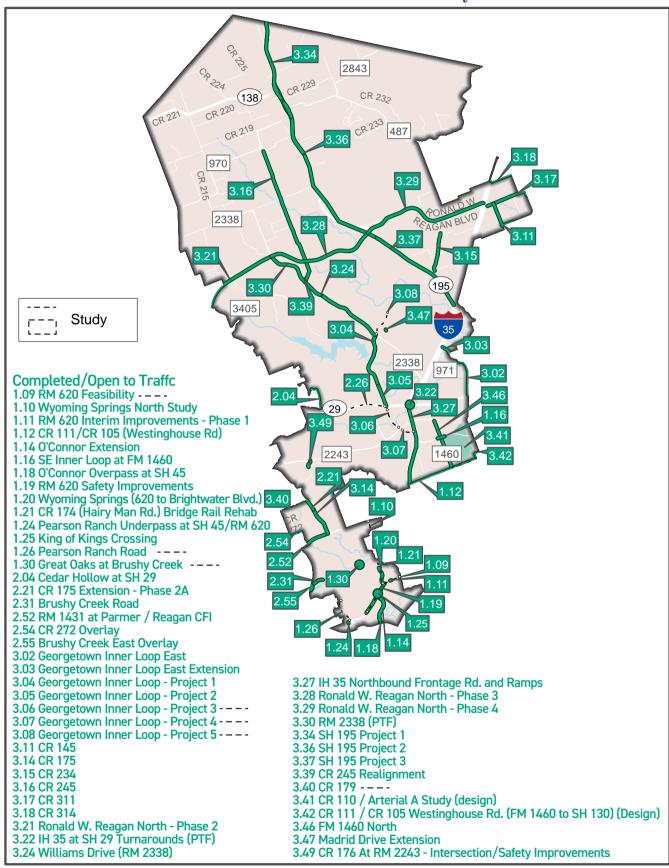
 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 5/24/2023
 \$28,245.75
 \$ 28,245.75

Adjusted Price = \$245,147.97

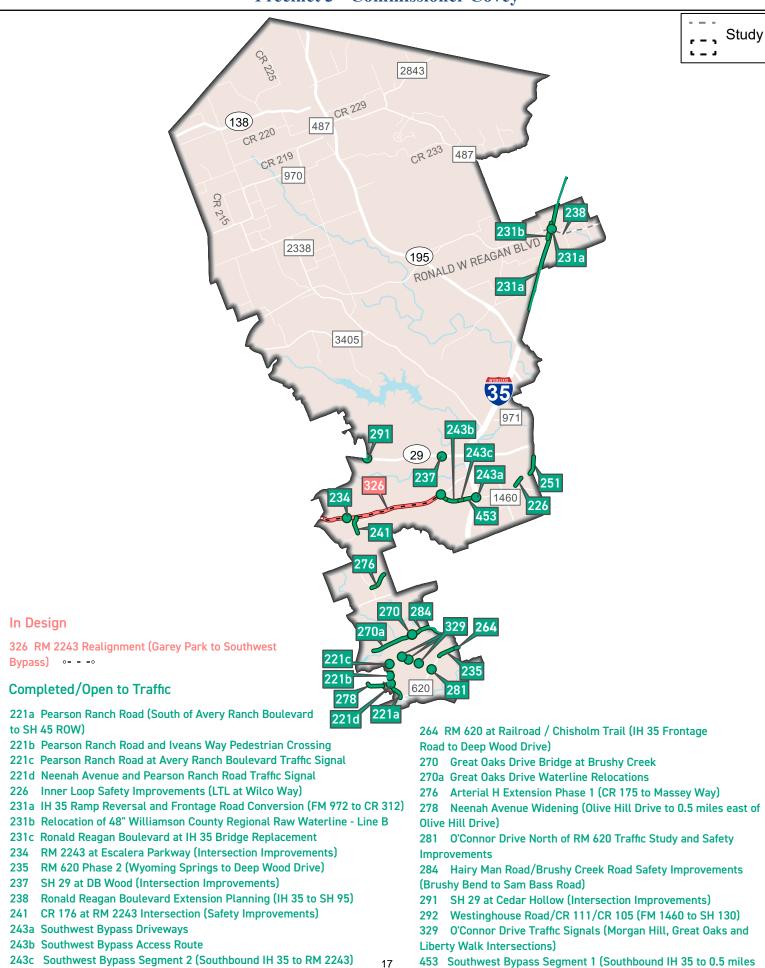
<sup>2.</sup> Unadjusted utility (unforeseeable). 2G. Other: This Change Order will add and remove items from the project due to unforeseen changes in field conditions. The project conditions have been altered since the initial design and this Change Order will correct these issues. This Change order 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.

# 2000/2006 Road Bond Program Projects Precinct 3 - Commissioner Covey



# 2013 ROAD BOND PROGRAM PROJECTS

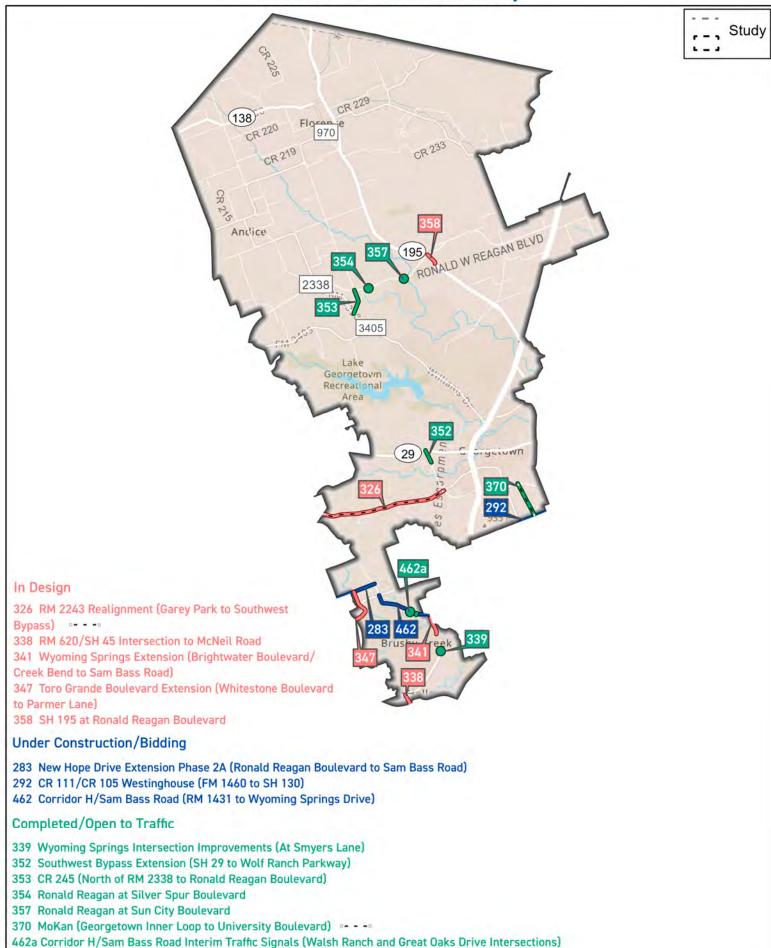
# **Precinct 3 - Commissioner Covey**



Inner Loop Safety Improvements (LTL at Central Maintenance Facility)

# 2019 ROAD BOND PROGRAM PROJECTS

**Precinct 3 - Commissioner Covey** 



Project No	o. T4327			•		O	riginal Contrac	ct Price =	\$10,580,634.11
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	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	<u>Days</u> Charged	Current Invoice	Invoiced Total	<u>Current</u> Retainage	<u>Total</u> 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

12/31/2023 Comments - Contractor is procuring materials to install additional street name signs.

0

9/30/2023

25

9/1/2023

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
01	3/29/2022	\$ 29,487.96	\$ 29,487.96

\$351,666.54

\$10,338,048.05

-\$314,618.46

97

\$210,980.57

114

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	<u>Approved</u>	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.

<u>Change Order Number</u> <u>Approved</u> <u>Cost This CO</u> <u>Total COs</u>

05 3/22/2023 2,831.80 172,301.30
2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds an item to pay for additional

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.

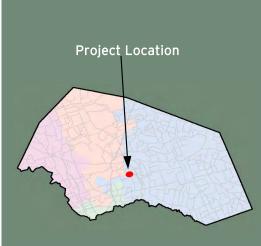
 Change Order Number
 Approved
 Cost This CO
 Total COs

 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



### **DECEMBER 2023 IN REVIEW**

12/1/23: Capital Excavation formed and placed concrete for the safety end treatments at the west end of the project. Subcontractor Texas Materials placed prime and began placing asphalt at the side streets and driveway extensions from east of CR 110 to Heather Cove and on south CR 110 from the CR 111 intersection to the south end of the project.

12/8/23: Capital Excavation began placing topsoil at the east end of the project moving west towards CR 110. Texas Materials began paving the final lift of asphalt from the east end of the project to CR 110.

12/15/23: Capital Excavation formed and poured concrete for the rip rap flume to the driveway at the west end of the project. Texas Materials continued paving the final lift of asphalt from the east end of the project to CR 110.

12/22/23: Capital Excavation continued placing topsoil at the east end of the project, moving west towards CR 110.

12/29/23: No work this week, due to wet weather and the holidays.





Design Engineer: Steger Bizzell Contractor: Capital Excavation Construction Observation: Chuck Evans, HNTB

Williamson County Road Bond Program

# Project Name: CR 111 Westinghouse Road

/11/2022 Beginning Date 2/1/2022	Proceed  1/20/2022  Ending Date	Work  1/30/2022  Days	<u>Completion</u> Current	Certificate		<u>Days</u> 700	Added	<u>Days</u> 700
Beginning Date	Ending	Days	Current			700		700
Date			Current	T ' 1				, , , ,
	Date	C1 1		Invoiced	Current	<u>Total</u>	% (\$)	% Time
2/1/2022		Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	<u>Used</u>
2/1/2022	2/28/2022	28	\$142,149.86	\$142,149.86	\$15,794.43	\$15,794.43	1	4
3/1/2022	3/31/2022	31	\$1,624,724.26	\$1,766,874.12	\$180,524.92	\$196,319.35	9	8
4/1/2022	4/30/2022	30	\$1,286,121.32	\$3,052,995.44	\$142,902.37	\$339,221.72	15	13
5/1/2022	5/31/2022	31	\$1,110,146.62	\$4,163,142.06	\$123,349.64	\$462,571.36	21	17
6/1/2022	6/30/2022	30	\$482,208.08	\$4,645,350.14	\$53,578.66	\$516,150.02	23	21
7/1/2022	7/31/2022	31	\$787,719.86	\$5,433,070.00	\$87,524.44	\$603,674.46	27	26
8/1/2022	8/31/2022	31	\$822,906.88	\$6,255,976.88	\$91,434.10	\$695,108.56	31	30
9/1/2022	9/30/2022	30	\$1,707,686.45	\$7,963,663.33	\$189,742.92	\$884,851.48	40	35
0/1/2022	10/31/2022	31	\$1,107,286.40	\$9,070,949.73	\$123,031.82	\$1,007,883.30	45	39
1/1/2022	11/30/2022	30	\$518,917.48	\$9,589,867.21	\$57,657.50	\$1,065,540.80	48	43
2/1/2022	12/31/2022	31	\$1,285,779.15	\$10,875,646.36	-\$493,138.36	\$572,402.44	51	48
1/1/2023	1/31/2023	31	\$620,120.59	\$11,495,766.95	\$32,637.93	\$605,040.37	54	52
2/1/2023	2/28/2023	28	\$846,149.01	\$12,341,915.96		\$649,574.52	58	56
3/1/2023	3/31/2023	31	\$639,962.65	\$12,981,878.61	\$33,682.25	\$683,256.77	61	61
4/1/2023	4/30/2023	30	\$717,084.56	\$13,698,963.17	\$37,741.29	\$720,998.06	65	65
5/1/2023	5/31/2023	31	\$661,601.87	\$14,360,565.04		\$755,819.21	68	69
6/1/2023	6/30/2023		\$591,898.92				71	74
7/1/2023							73	78
8/1/2023							76	82
9/1/2023								87
0/1/2023	10/31/2023	31	\$230,597.40	\$16,561,270.69	\$12,136.71	\$871,645.83	78	91
						, ,	79	
456789 1123456789	%/1/2022 %/1/2022 %/1/2022 %/1/2022 %/1/2022 %/1/2022 0/1/2022 1/1/2023 %/1/2023 %/1/2023 %/1/2023 %/1/2023 %/1/2023 %/1/2023 %/1/2023 %/1/2023 %/1/2023 %/1/2023 %/1/2023 %/1/2023 %/1/2023 %/1/2023	V/1/2022         4/30/2022           V/1/2022         5/31/2022           V/1/2022         6/30/2022           V/1/2022         7/31/2022           V/1/2022         8/31/2022           V/1/2022         9/30/2022           D/1/2022         10/31/2022           1/1/2022         11/30/2022           2/1/2022         12/31/2022           2/1/2023         1/31/2023           V/1/2023         3/31/2023           V/1/2023         4/30/2023           V/1/2023         5/31/2023           V/1/2023         6/30/2023           V/1/2023         7/31/2023           V/1/2023         8/31/2023           V/1/2023         8/31/2023           V/1/2023         9/30/2023	\(\frac{1}{2}\)\(2\)\(2\)\(2\)\(2\)\(2\)\(2\)\(2\)\	1/1/2022         4/30/2022         30         \$1,286,121.32           1/1/2022         5/31/2022         31         \$1,110,146.62           1/1/2022         6/30/2022         30         \$482,208.08           1/1/2022         7/31/2022         31         \$787,719.86           1/1/2022         8/31/2022         31         \$822,906.88           1/1/2022         9/30/2022         30         \$1,707,686.45           0/1/2022         10/31/2022         31         \$1,107,286.40           0/1/1/2022         11/30/2022         30         \$518,917.48           2/1/2022         12/31/2022         31         \$1,285,779.15           1/1/2023         1/31/2023         31         \$620,120.59           1/1/2023         1/31/2023         31         \$639,962.65           1/1/2023         3/31/2023         31         \$639,962.65           1/1/2023         5/31/2023         31         \$661,601.87           1/1/2023         5/31/2023         31         \$661,601.87           1/1/2023         7/31/2023         31         \$551,290.94           1/1/2023         8/31/2023         31         \$555,320.94           1/1/2023         9/30/2023         30 <td< td=""><td>7/1/2022         4/30/2022         30         \$1,286,121.32         \$3,052,995.44           7/1/2022         5/31/2022         31         \$1,110,146.62         \$4,163,142.06           7/1/2022         6/30/2022         30         \$482,208.08         \$4,645,350.14           7/1/2022         7/31/2022         31         \$787,719.86         \$5,433,070.00           7/1/2022         8/31/2022         31         \$822,906.88         \$6,255,976.88           7/1/2022         9/30/2022         30         \$1,707,686.45         \$7,963,663.33           7/1/2022         10/31/2022         31         \$1,107,286.40         \$9,070,949.73           7/1/2022         11/30/2022         30         \$518,917.48         \$9,589,867.21           2/1/2022         12/31/2022         31         \$1,285,779.15         \$10,875,646.36           7/1/2023         1/31/2023         31         \$620,120.59         \$11,495,766.95           7/1/2023         1/31/2023         31         \$639,962.65         \$12,981,878.61           7/1/2023         4/30/2023         30         \$717,084.56         \$13,698,963.17           7/1/2023         5/31/2023         31         \$661,601.87         \$14,360,565.04           7/1/2023         5/3</td><td>1/1/2022         4/30/2022         30         \$1,286,121.32         \$3,052,995.44         \$142,902.37           1/1/2022         5/31/2022         31         \$1,110,146.62         \$4,163,142.06         \$123,349.64           1/1/2022         6/30/2022         30         \$482,208.08         \$4,645,350.14         \$53,578.66           1/1/2022         7/31/2022         31         \$787,719.86         \$5,433,070.00         \$87,524.44           1/1/2022         8/31/2022         31         \$822,906.88         \$6,255,976.88         \$91,434.10           1/1/2022         9/30/2022         30         \$1,707,686.45         \$7,963,663.33         \$189,742.92           0/1/2022         10/31/2022         31         \$1,107,286.40         \$9,070,949.73         \$123,031.82           2/1/1/2022         11/30/2022         30         \$518,917.48         \$9,589,867.21         \$57,657.50           2/1/2022         12/31/2022         31         \$1,285,779.15         \$10,875,646.36         -\$493,138.36           2/1/2023         1/31/2023         31         \$620,120.59         \$11,495,766.95         \$32,637.93           2/1/2023         1/31/2023         31         \$639,962.65         \$12,981,878.61         \$33,682.25           3/1/2023</td><td>1/1/2022         4/30/2022         30         \$1,286,121.32         \$3,052,995.44         \$142,902.37         \$339,221.72           1/1/2022         5/31/2022         31         \$1,110,146.62         \$4,163,142.06         \$123,349.64         \$462,571.36           1/1/2022         6/30/2022         30         \$482,208.08         \$4,645,350.14         \$53,578.66         \$516,150.02           1/1/2022         7/31/2022         31         \$787,719.86         \$5,433,070.00         \$87,524.44         \$603,674.46           1/1/2022         8/31/2022         31         \$822,906.88         \$6,255,976.88         \$91,434.10         \$695,108.56           1/1/2022         9/30/2022         30         \$1,707,686.45         \$7,963,663.33         \$189,742.92         \$884,851.48           0/1/2022         10/31/2022         31         \$1,107,286.40         \$9,070,949.73         \$123,031.82         \$1,007,883.30           0/1/2022         11/30/2022         30         \$518,917.48         \$9,589,867.21         \$57,657.50         \$1,065,540.80           2/1/2022         12/31/2022         31         \$1,285,779.15         \$10,875,646.36         -\$493,138.36         \$572,402.44           1/1/2023         1/31/2023         31         \$620,120.59         \$11,495,766.95<!--</td--><td>  15   17   17   17   18   17   18   17   18   17   18   17   18   17   18   17   18   17   18   17   18   18</td></td></td<>	7/1/2022         4/30/2022         30         \$1,286,121.32         \$3,052,995.44           7/1/2022         5/31/2022         31         \$1,110,146.62         \$4,163,142.06           7/1/2022         6/30/2022         30         \$482,208.08         \$4,645,350.14           7/1/2022         7/31/2022         31         \$787,719.86         \$5,433,070.00           7/1/2022         8/31/2022         31         \$822,906.88         \$6,255,976.88           7/1/2022         9/30/2022         30         \$1,707,686.45         \$7,963,663.33           7/1/2022         10/31/2022         31         \$1,107,286.40         \$9,070,949.73           7/1/2022         11/30/2022         30         \$518,917.48         \$9,589,867.21           2/1/2022         12/31/2022         31         \$1,285,779.15         \$10,875,646.36           7/1/2023         1/31/2023         31         \$620,120.59         \$11,495,766.95           7/1/2023         1/31/2023         31         \$639,962.65         \$12,981,878.61           7/1/2023         4/30/2023         30         \$717,084.56         \$13,698,963.17           7/1/2023         5/31/2023         31         \$661,601.87         \$14,360,565.04           7/1/2023         5/3	1/1/2022         4/30/2022         30         \$1,286,121.32         \$3,052,995.44         \$142,902.37           1/1/2022         5/31/2022         31         \$1,110,146.62         \$4,163,142.06         \$123,349.64           1/1/2022         6/30/2022         30         \$482,208.08         \$4,645,350.14         \$53,578.66           1/1/2022         7/31/2022         31         \$787,719.86         \$5,433,070.00         \$87,524.44           1/1/2022         8/31/2022         31         \$822,906.88         \$6,255,976.88         \$91,434.10           1/1/2022         9/30/2022         30         \$1,707,686.45         \$7,963,663.33         \$189,742.92           0/1/2022         10/31/2022         31         \$1,107,286.40         \$9,070,949.73         \$123,031.82           2/1/1/2022         11/30/2022         30         \$518,917.48         \$9,589,867.21         \$57,657.50           2/1/2022         12/31/2022         31         \$1,285,779.15         \$10,875,646.36         -\$493,138.36           2/1/2023         1/31/2023         31         \$620,120.59         \$11,495,766.95         \$32,637.93           2/1/2023         1/31/2023         31         \$639,962.65         \$12,981,878.61         \$33,682.25           3/1/2023	1/1/2022         4/30/2022         30         \$1,286,121.32         \$3,052,995.44         \$142,902.37         \$339,221.72           1/1/2022         5/31/2022         31         \$1,110,146.62         \$4,163,142.06         \$123,349.64         \$462,571.36           1/1/2022         6/30/2022         30         \$482,208.08         \$4,645,350.14         \$53,578.66         \$516,150.02           1/1/2022         7/31/2022         31         \$787,719.86         \$5,433,070.00         \$87,524.44         \$603,674.46           1/1/2022         8/31/2022         31         \$822,906.88         \$6,255,976.88         \$91,434.10         \$695,108.56           1/1/2022         9/30/2022         30         \$1,707,686.45         \$7,963,663.33         \$189,742.92         \$884,851.48           0/1/2022         10/31/2022         31         \$1,107,286.40         \$9,070,949.73         \$123,031.82         \$1,007,883.30           0/1/2022         11/30/2022         30         \$518,917.48         \$9,589,867.21         \$57,657.50         \$1,065,540.80           2/1/2022         12/31/2022         31         \$1,285,779.15         \$10,875,646.36         -\$493,138.36         \$572,402.44           1/1/2023         1/31/2023         31         \$620,120.59         \$11,495,766.95 </td <td>  15   17   17   17   18   17   18   17   18   17   18   17   18   17   18   17   18   17   18   17   18   18</td>	15   17   17   17   18   17   18   17   18   17   18   17   18   17   18   17   18   17   18   17   18   18

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (frem 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

10 6/6/2023 \$39,307.50 \$ 1,139,215.80

2F. Differing in Site Conditions, Miscellaneous difference in site conditions (unforeseeable)/Item 9). This Change Order companyates the contractor for removing and

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 Contr	act Price =	\$4,288,543.00
<u>Letting</u>	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
6/23/2022	7/12/2022	8/18/2022	8/29/2022	6/22/2023			239	59	298
Invoice Number 1 2 3 4 5 6 7 8 9 10 11 12 13 14	Beginning Date 8/29/2022 9/1/2022 10/1/2022 11/1/2022 11/1/2023 2/1/2023 3/1/2023 4/1/2023 5/1/2023 6/1/2023 8/1/2023 9/1/2023	Ending Date 8/31/2022 9/30/2022 10/31/2022 11/30/2022 11/30/2022 12/31/2023 2/28/2023 3/31/2023 4/30/2023 5/31/2023 7/31/2023 8/31/2023 9/30/2023	Days Charged 3 30 31 30 31 31 28 31 30 31 22 0 0	Current Invoice \$77,542.20 \$126,769.50 \$460,653.35 \$148,852.80 \$180,500.40 \$308,200.50 \$424,385.10 \$778,428.08 \$585,017.55 \$109,588.94 \$220,158.23 \$123,360.35 \$139,934.87 \$130,311.87	Invoiced Total \$77,542.20 \$204,311.70 \$664,965.05 \$813,817.85 \$994,318.25 \$1,302,518.75 \$1,726,903.85 \$2,505,331.93 \$3,090,349.48 \$3,199,938.42 \$3,420,096.65 \$3,543,457.00 \$3,683,391.87 \$3,813,703.74	Current Retainage \$8,615.80 \$14,085.50 \$51,183.71 \$16,539.20 \$20,055.60 \$34,244.50 \$47,153.90 -\$60,018.63 \$30,790.39 \$5,767.84 \$11,587.28 \$6,492.65 \$7,364.99 -\$116,032.04	Total Retainage \$8,615.80 \$22,701.30 \$73,885.01 \$90,424.21 \$110,479.81 \$144,724.31 \$191,878.21 \$131,859.58 \$162,649.97 \$168,417.81 \$180,005.09 \$186,497.74 \$193,862.73 \$77,830.69	% (\$) <u>Used</u> 2 6 19 23 28 37 49 68 83 86 92 96 99 100	% Time Used 1 11 21 32 42 52 62 72 82 93 100 100 100 100
15 16	10/1/2023 10/21/2023	10/20/2023 11/30/2023	0	\$7,967.34 \$10,139.93	\$3,821,671.08 \$3,831,811.01	\$162.60 \$206.93	\$77,993.29 \$78,200.22	100 100	100 100

12/31/2023 Comments - Contractor is waiting for the establishment of the vegetative filter strips.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 7/18/2023
 3,440.89
 3,440.89

<sup>2</sup>C. 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	<u>Approved</u>	Cost This CO	Total COs
02	9/14/2023	15,802.83	19,243.72

<sup>2.</sup> 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.

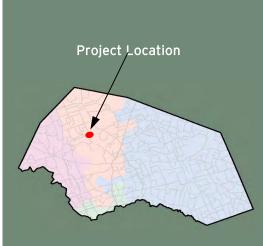
 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 12/5/2023
 -410,375.49
 -391,131.77

Adjusted Price = \$3,897,411.23

<sup>2</sup>E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.





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



### **DECEMBER 2023 IN REVIEW**

12/1/23: Joe Bland Construction (JBC) continued placing topsoil and general project clean-up from Ronald Reagan to Williams Drive along both sides of CR 245. Subcontractor Lonestar Paving completed placing the final pavement on CR 245 throughout project.

12/8/23: JBC continued channel excavation on the Ronald Reagan end of CR 245 along the west side. Subcontractor TRP began installing permanent signs throughout project along CR 245.

12/15/23: JBC formed and poured concrete for the safety end treatments throughout the project. Subcontractor TRP began installing permanent signs throughout project. Subcontractor DIJ completed placing permanent striping on CR 245.

12/22/23: JBC continued channel excavation and placing topsoil on the Ronald Reagan end of CR 245 along the west side.

12/29/23: No work this week, due to wet weather and the holidays.





Design Engineer: Bridgefarmer Contractor: Joe Bland Construction Construction Observation: Joseph Jones, HNTB

Williamson County Road Bond Program **Project Name: CR 245 Reconstruction** 

Project No.		Keconsti uct	1011				Original Cont	ract Price =	\$6,969,195.21
<u>Letting</u>	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
12/6/2022	12/13/2022	2/1/2023	2/10/2023				423		423
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	<u>Used</u>
1	2/10/2023	2/28/2023	19	\$143,464.59	\$143,464.59	\$15,940.51	\$15,940.51	2	4
2	3/1/2023	3/31/2023	31	\$355,908.11	\$499,372.70	\$39,545.35	\$55,485.86	8	12
3	4/1/2023	4/30/2023	30	\$378,182.90	\$877,555.60	\$42,020.32	\$97,506.18	14	19
4	5/1/2023	5/31/2023	31	\$541,611.28	\$1,419,166.88	\$60,179.03	\$157,685.21	23	26
5	6/1/2023	6/30/2023	30	\$438,431.06	\$1,857,597.94	\$48,714.56	\$206,399.77	30	33
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	11/1/2023	11/30/2023	30	\$544,037.17	\$5,407,521.80	\$28,633.54	\$284,606.41	81	70

12/31/2023 Comments - Contractor continued channel excavation on the Ronald Reagan end of CR 245 and began installing permanent signs and striping throughout project along CR 245.

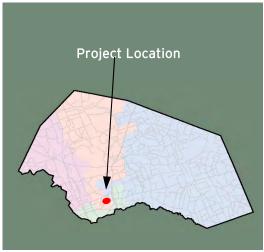
 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 8/22/2023
 20,980.10
 20,980.10

Adjusted Price = \$6,990,175.31

<sup>1.</sup> 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.





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



### **DECEMBER 2023 IN REVIEW**

12/1/23: Cash Construction installed and backfilled the 60-inch Round Rock water line casing at Thousand Oaks.

12/8/23: Cash installed and backfilled 24-inch reinforced concrete pipe, box culverts, and inlets near Thousand Oaks. Subcontractor CTRB bored and installed the Round Rock water line 60-inch casing north of Thousand Oaks.

12/15/23: Cash continued grading and compacting the detour pavement section on the south side of Sam Bass Road at Thousand Oaks. AT&T contractor continued relocating lines between Walsh Drive and Great Oaks Drive.

12/22/23: Cash completed excavating for the Round Rock water line bore pits at Deer Trail Circle and Great Oaks. Subcontractor CTRB continued setting boring equipment in the bore pits for the Round Rock water line casing at Deer Trail Circle and at Great Oaks.

12/29/23: AT&T contractor continued relocating utility lines between Walsh Drive and Great Oaks Drive.





Design Engineer: K Friese Contractor: Cash Construction Construction Observation: Tracy Cooper, HNTB

Williamson County Road Bond Program

### Project Name: Corridor H/Sam Bass Road

Project No.	23IFB8					(	Original Contr	act Price =	\$36,145,959.00
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911
<u>Invoice</u>	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	<u>Used</u>	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
8	11/1/2023	11/30/2023	30	\$731,394.97	\$4,762,369.91	\$81,266.11	\$529,152.21	16	27

12/31/2023 Comments - The Contractor completed excavating and continued setting boring equipment in the bore pits for the Round Rock water line at Deer Trail Circle and Great Oaks.

 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.

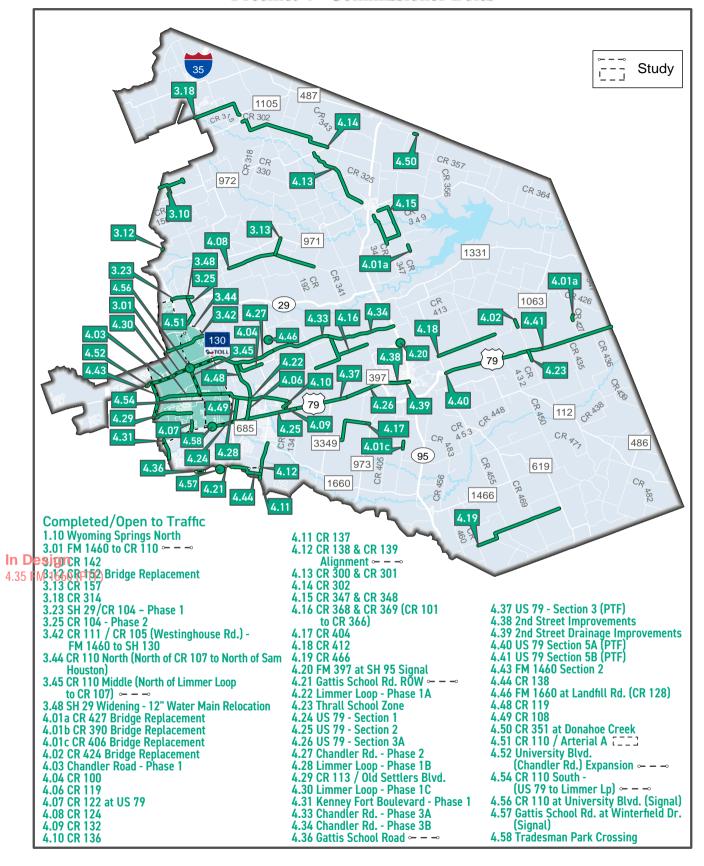
 Change Order Number
 Approved
 Cost This CO
 Total COs

 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.

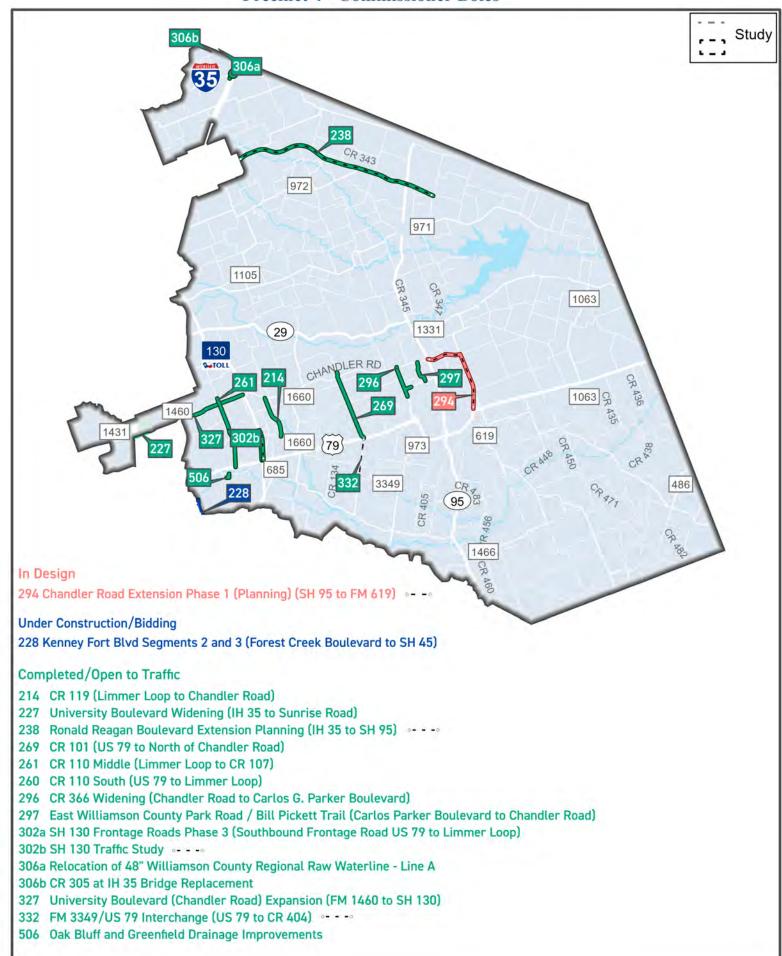
Adjusted Price = \$33,757,130.88

## 2000/2006 Road Bond Program Projects Precinct 4 - Commissioner Boles



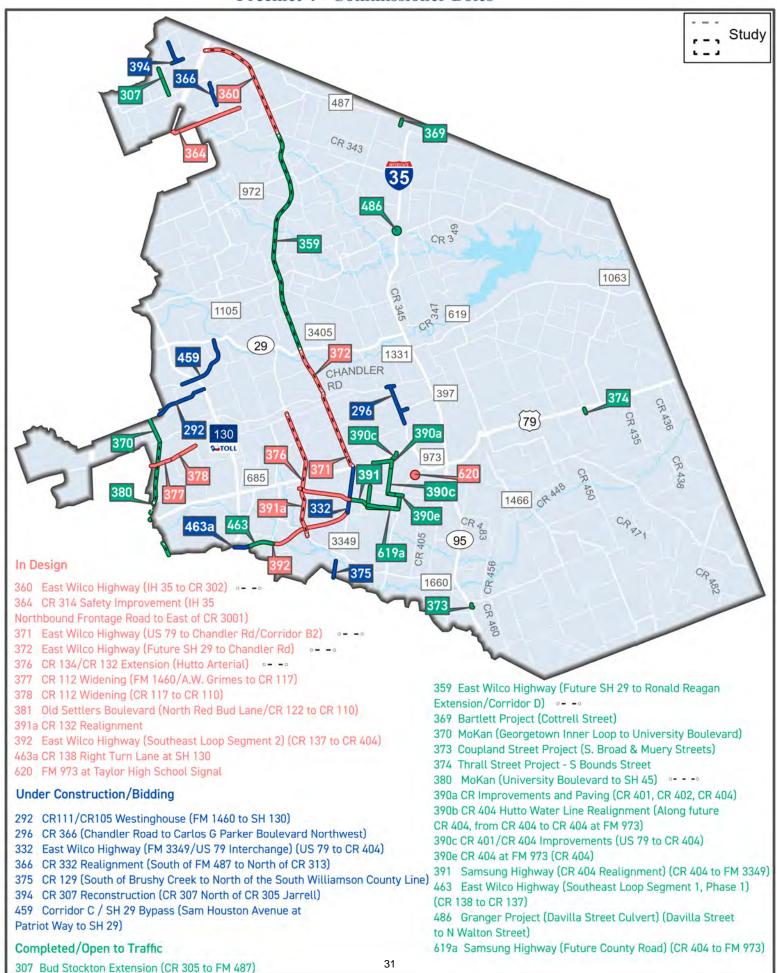
# 2013 ROAD BOND PROGRAM PROJECTS

## **Precinct 4 - Commissioner Boles**



## 2019 ROAD BOND PROGRAM PROJECTS

## **Precinct 4 - Commissioner Boles**



### Project Name: East Wilco Highway (Southeast Loop, Segment 1)

Project No.	T3346		(10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	··			Original Contra	act Price =	\$11,526,789.09
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021	8/31/2023			534	24	558
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	<u>Used</u>	<u>Used</u>
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
27	10/1/2023	10/31/2023	0	\$8,808.52	\$11,059,546.79	\$463.61	\$582,081.41	96	139
12/31/2023	Comments -	Contractor is w	aiting for vege	etation to grow.					

12/31/2023 Comments - Contractor is waiting for vegetation to grow.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
01	8/3/2021	\$ 148,710.35	\$ 148,710.35

<sup>6</sup>B. 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

 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 Contr	act Price =	\$12,673,200.94
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
3/11/2022	3/22/2022	4/21/2022	5/2/2022	7/7/2023			505	-70	435
Invoice Number 1 2 3 4 5 6 7 8 9 10 11	Beginning Date 4/14/2022 4/22/2022 6/1/2022 7/2/2022 8/1/2022 10/1/2022 11/1/2022 12/1/2023 2/1/2023 3/1/2023	Ending Date 4/21/2022 5/31/2022 7/1/2022 7/31/2022 8/31/2022 9/30/2022 11/30/2022 11/30/2022 12/31/2022 1/31/2023 2/28/2023 3/31/2023	Days Charged 0 30 31 30 31 30 31 30 31 30 31 30 31 30 31	Current Invoice \$541,350.00 \$213,264.25 \$1,394,793.70 \$690,418.59 \$276,688.62 \$784,682.38 \$776,738.57 \$875,684.24 \$422,000.74 \$616,120.11 \$598,319.58 \$603,951.86	\$754,614.25 \$2,149,407.95 \$2,839,826.54 \$3,116,515.16 \$3,901,197.54 \$4,677,936.11 \$5,553,620.35 \$5,975,621.09 \$6,591,741.20 \$7,190,060.78 \$7,794,012.64	Current Retainage \$60,150.00 \$23,696.03 \$154,977.00 \$76,713.17 \$30,743.18 \$87,186.93 \$86,304.29 \$97,298.25 \$46,888.97 \$68,457.79 \$66,479.95 \$67,105.76	Total Retainage \$60,150.00 \$83,846.03 \$238,823.11 \$315,536.28 \$346,279.46 \$433,466.39 \$519,770.68 \$617,068.93 \$663,957.90 \$732,415.69 \$798,895.64 \$866,001.40	% (\$) Used 5 6 17 23 25 31 37 44 48 53 57 62	% Time Used 0 7 14 21 28 35 42 49 56 63 70 77
13 14 15 16 17 18 19 20 21	4/1/2023 5/1/2023 6/1/2023 7/1/2023 8/1/2023 9/1/2023 10/1/2023 11/1/2023 12/1/2023	4/30/2023 5/31/2023 6/30/2023 7/31/2023 8/31/2023 9/30/2023 10/31/2023 11/30/2023 12/31/2023	30 31 30 7 0 0 0		\$8,739,669.84 \$9,821,997.38 \$11,017,675.29 \$11,778,168.80 \$11,795,114.12 \$12,338,550.71 \$12,495,224.46 \$12,830,380.75 \$13,144,864.11	-\$406,018.78 \$56,964.61 \$62,930.42 \$40,025.97 \$891.86 -\$368,988.32 \$3,197.42 \$6,839.93 \$6,418.02	\$459,982.62 \$516,947.23 \$579,877.65 \$619,903.62 \$620,795.48 \$251,807.16 \$255,004.58 \$261,844.51 \$268,262.53	66 74 83 89 89 91 92 94	84 91 98 99 99 99 99

Contractor completed pouring concrete for the driveway at the northwest end of the Mustang Creek Tributary Bridge and placed seed and 12/31/2023 Comments - soil retention blanket around the CR 401 and CR 402 intersection. Contractor placed the final striping from the Mustang Tributary Bridge to just north of the CR 401 and CR 402 intersection. Traffic was open to final configuration on 12/19/23.

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 06
 12/19/2023
 399,968.56
 1,230,862.40

2E. Miscellaneous difference in site conditions (unforeseeable). Due to changing conditions in the field, certain items required quantity adjustments. 2I. Additional safety needs (unforeseeable). Additional small signs were added for safety concerns near the railroad crossing. This Change Order also adds items for crash cushion repairs needed due to the damage that occurred during construction.

Adjusted Price = \$13,904,063.34

# Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973) Project No. 22IFB126

roject No.	22IFB126						Original Contr	act Price =	\$11,289,929.
<u>Letting</u>	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
7/12/2022	7/19/2022	8/5/2022	8/15/2022	9/5/2023			413		413
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	<u>Invoice</u>	<u>Total</u>	Retainage	Retainage	Used	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

12/31/2023 Comments - Contractor is waiting on materials to install the additional signs and buttons to be installed along the west bound lane. The Contractor is waiting on vegetation establishment for final acceptance.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
01	1/24/2023	41,260.00	\$ 41,260.00

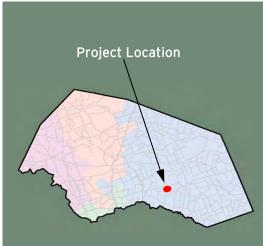
<sup>1</sup>B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (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	<u>Approved</u>	Cost This CO	Total COs
02	7/18/2023	83,559.50	\$ 124,819.50

<sup>2</sup>E. 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: \$83.8 Million

### **DECEMBER 2023 IN REVIEW**

12/1/23: James Construction Group (JCG) poured columns at Bent 15 of the northbound frontage road bridge. Subcontractor Patin Construction continued backfilling the 56-inch casing excavation at the Hutto water towers.

12/8/23: JCG continued drainage excavation and installation of box culverts along the southbound frontage road. The contractor continued forming and pouring headwalls throughout the project.

12/15/23: JCG continued forming and pouring the backless inlets on the NBFR. Subcontractor Patin Construction began excavation for bore pit at the UPRR and US 79 line bore.

12/22/23: JCG continued processing embankment and flexible base and installing Geo-Grid along the northbound frontage road.

12/29/23: Subcontractor Patin Construction continued excavation for the bore pit at the Union Pacific Railroad and the US 79 line bore.



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

Toject No.	2211 D137						Original Cont	ract rrice –	Ψ01,7+1,030.13
<u>Letting</u>	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	<u>Date</u>	Date	Charged	<u>Invoice</u>	<u>Total</u>	Retainage	Retainage	Used	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	\$3,017,528.73	\$30,145,736.56	\$0.00	\$0.00	36	27
13	10/26/2023	11/25/2023	31	\$2,172,558.80	\$32,318,295.36	\$0.00	\$0.00	39	29

Original Contract Price = \$81.941.038.13

Contractor continued processing flexible base and installing GeoGrid along the northbound frontage road. Contractor continued drainage
12/31/2023 Comments - excavation along the southbound frontage road and continued installation of culvert 2. Contractor continued working on bridge columns, headwalls, and the City of Hutto and Jonah water lines.

 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.

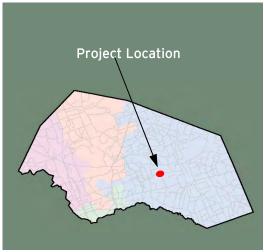
 Change Order Number
 Approved
 Cost This CO
 Total COs

 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



### **DECEMBER 2023 IN REVIEW**

12/1/23: James Construction Group (JCG) processed subgrade along Chandler Road. JCG continued Geo-Grid and processing flexible base along CR 366. Subcontractor Pike worked on the Oncor utility relocations along CR366 and FM397.

12/8/23: JCG processed subgrade along Chandler Road. JCG continued processing flexible base along CR 366. JCG poured concrete for abutments 1 and 2 on the Bull Branch Tributary Bridge.

12/15/23: JCG processed subgrade along Chandler Road. JCG continued processing flexible base along CR 366. Texas Materials began paving on CR 366.

12/22/23: JCG processed subgrade along Chandler Road and CR 366. JCG continued processing embankment along CR 366. Subcontractor Texas Materials continued paving on CR 366.

12/29/23: No work this week due to weather conditions and holidays.





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.			1011 (011011	aici itoua to c			Original Contra	act Price =	\$17,694,262.46
<u>Letting</u>	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
8/31/2022	9/28/2022	12/27/2022	1/6/2023				515		515
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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	23	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	11/1/2023	11/30/2023	30	\$314,298.57	\$7,814,351.12	\$34,922.07	\$868,261.24	49	64

12/31/2023 Comments - Contractor continued processing flexible base and installing geogrid and processing subgrade along CR 366.

 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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 02
 12/12/2023
 \$ 82,015.80
 \$ 93,578.30

Adjusted Price = \$17,787,840.76

<sup>2</sup>I: Additional safety needs (unforeseeable): This Change Orders provides funds to compensates the Contractor to implement a full closure of CR 366 until the completion of the project. The full closure is needed due to the severe rutting and pavement failures the road experienced after construction started. Williamson County and the City of Taylor agreed to close the road to through traffic and implement a detour route to improve the safety of the traveling public and facilitate the construction of the new road. 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also creates new contract items for mowing and potholing to locate unmarked utilities within the project limits.

# Project Name: Bud Stockton Extension (CR 305 to FM 487) Project No. 23IFB13

Project No.	23IFB13				,	(	Original Contra	act Price =	\$5,917,275.00
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
12/12/2022	12/20/2022	1/3/2023	2/9/2023	8/14/2023			177		177
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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
9	10/1/2023	10/31/2023	0	\$27,078.46	\$5,554,515.13	\$552.62	\$113,357.45	98	103

 $12/31/2023 \qquad Comments - \frac{\text{The LOSA for the traffic signal was executed by TxDOT on } 12/5/23. \text{ The revised design for the traffic signal and the study report warranting the signal are complete and were sent to TxDOT for final approval on } 11/22/23.$ 

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
01	3/7/2023	\$ 35,830.59	\$ 35,830.59

<sup>6</sup>D. 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	<u>Approved</u>	Cost This CO	Total COs
02	8/23/2023	\$ 97,110.00	\$ 132,940.59

<sup>2.</sup> 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 Cont	ract Price =	\$4,622,143.93
Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
11/22/2022	12/6/2022	2/1/2023	2/10/2023	7/7/2023			150		150
Invoice Number 1 2 3 4 5 6 7 8	Beginning Date 2/10/2023 3/1/123 4/1/2023 5/1/2023 6/1/2023 7/1/2023 8/1/2023 9/1/2023 10/1/2023	Ending Date 2/28/2023 3/31/2023 4/30/2023 5/31/2023 6/30/2023 7/31/2023 8/31/2023 9/30/2023 10/31/2023	Days Charged 19 31 30 31 30 7 0 0	Current Invoice \$358,668.36 \$668.379.48 \$601,756.01 \$555,140.47 \$1,893,411.89 \$383,976.61 \$48,047.09 \$150,388.70 \$26,065.94	Invoiced Total \$358,668.36 \$1,027,047.84 \$1,628,803.85 \$2,183,944.32 \$4,077,356.21 \$4,461,332.82 \$4,509,379.91 \$4,659,768.61 \$4,685,834.55	Current Retainage \$39,852.04 \$74,264.32 \$66,861.78 \$61,682.27 -\$28,062.78 \$20,209.29 \$2,528.79 -\$142,238.46 \$531.96	Total Retainage \$39,852.04 \$114,116.36 \$180,978.14 \$242,660.41 \$214,597.63 \$234,806.92 \$237,335.71 \$95,097.25 \$95,629.21	% (\$) <u>Used</u> 8 23 37 49 87 96 97 97	<ul> <li>% Time</li> <li>Used</li> <li>13</li> <li>33</li> <li>53</li> <li>74</li> <li>94</li> <li>99</li> <li>99</li> <li>99</li> <li>99</li> <li>99</li> <li>99</li> </ul>
12/31/2023	Comments -	The traffic sign	al is anticipate	ed to be turned on	by 1/17/24.				
Change Order N	<u>Jumber</u>		<u>Approved</u> 9/14/2023			Cost This CO 294,199.97			<u>Total COs</u> 294,199.97

<sup>2</sup>E. 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.		and CK 505				C	riginal Contr	act Price =	\$2,796,832.80
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
2/22/2023	3/7/2023	4/7/2023	4/17/2023				120		120
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	<u>Used</u>
1	4/1/2023	4/30/2023	13	\$105,372.90	\$105,372.90	\$11,708.10	\$11,708.10	4	11
2	5/1/2023	5/31/2023	31	\$78,480.00	\$183,852.90	\$8,720.00	\$20,428.10	7	37
3	6/1/2023	6/30/2023	30	\$319,844.70	\$503,697.60	\$35,538.30	\$55,966.40	20	62
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
8	11/1/2023	11/30/2023	30	\$554,425.38	\$1,757,960.28	-\$41,201.87	\$92,524.23	66	189

12/31/2023 Comments - Contractor completed placing Ty B asphalt on CR 305, placed topsoil, and started placing concrete for safety end treatments.

Change Order Number	<u>Approved</u>	Cost This CO	Total COs
01	11/2/2023	\$ 10.447.50	\$ 10.447.50

<sup>2.</sup> Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order adds work zone pavement markings to the CR307 portion of the project. With the added amount of traffic on CR 307 due to the new school opening, the temporary pavement markings were added as an additional safety measure for the traveling public.

Adjusted Price = \$2,807,280.30

Project Name: Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)
Project No. 23IFB33

Letting	<u>Award</u>	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
2/15/2023	2/28/2023	4/12/2023	4/24/2023	10/2/2023			312		312
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	Total	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	<u>Used</u>
1	4/24/2023	5/31/2023	38	\$427,494.19	\$427,494.19	\$47,499.35	\$47,499.35	9	12
2	6/1/2023	6/30/2023	30	\$521,200.45	\$948,694.64	\$57,911.17	\$105,410.52	21	22
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
6	10/1/2023	10/31/2023	2	\$857,687.88	\$4,908,756.19	-\$113,035.42	\$100,178.70	97	52
7	11/1/2023	11/30/2023	0	\$83,329.71	\$4,992,085.90	\$1,700.60	\$101,879.30	99	52

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: \$30.5Million



### **DECEMBER 2023 IN REVIEW**

12/1/23: Capital Excavation formed and placed all interior bent columns at the West Mankins Bridge. Subcontractor Wylie Drilling completed drilling and placing concrete for all drill shafts for the West Mankins Branch Bridge.

12/8/23: Capital Excavation formed and poured all interior bent columns at the West Mankins Bridge along with abutment caps 1 and 5 and began forming interior bent caps 3 and 4 of West Mankins Bridge.

12/15/23: Capital Excavation crews continued processing embankment from Patriot Way to the SH 130 west limits and began processing embankment at East Mankins Bridge.

12/22/23: Capital finished forming and placing all interior bent columns, including abutment 1 complete with back wall and wing walls. The contractor formed and placed interior bent columns at bents 2-5 of the SH 130 Bridge.

12/29/23: Subcontractor Wylie Drilling completed all drill shafts at Mankins Branch East Bridge, Mankins Branch West Bridge.





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	
<u>Letting</u>	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
8/15/2023	8/22/2023	9/20/2023	9/30/2023				973		973
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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
2	10/1/2023	10/31/2023	31	\$1,541,032.92	\$2,938,244.40	\$171,225.88	\$326,471.60	11	3
3	11/1/2023	11/30/2023	30	\$1,838,538.26	\$4,776,782.66	\$204,282.03	\$530,753.63	17	6
12/31/2023	Comments -		ations at the Ea	ast and West Mank	g embankment fron ins Branch Bridge.	•			ractor completed the or columns at the

Adjusted Price = \$30,540,848.03

### **Commissioners Court - Regular Session**

Meeting Date: 01/23/2024

Award of IFB #24IFB6 Cross Culvert Replacements for FY24 to SJ&J Construction, LLC for Road and Bridge

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 awarding IFB #24IFB6 Cross Culvert Replacements for FY24 to the lowest and best bidder, SJ&J Construction, LLC, in the not to exceed amount of \$554,554.07 and authorize execution of the ensuing agreement.

### **Background**

Williamson County sent out 4,999 notifications with 54 document takers and received three (3) submissions. The Contractor's low bid is \$44,786.07 above the Engineer's Estimate, a cost increase of 8.79%. In addition to meeting the bid qualifications, SJ&J Construction, LLC has performed similar work on projects and received positive references from those contacted. Based on the low bid, and previous work experience, the Deputy Sr. Director of Infrastructure recommends the Commissioners Court award to SJ&J Construction, LLC. The funding source is 01.0200.0210.003599 and the point of contact is Terron Everton.

### **Fiscal Impact**

From/To	Acct No.	Description	Amount

### **Attachments**

Signed Agreement

**Tabulation** 

Recommendation Letter

Form 1295 SJ&J

### Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 01/18/2024 10:28 AM County Judge Exec Asst. Becky Pruitt 01/18/2024 10:41 AM

Form Started By: Johnny Grimaldo Started On: 01/17/2024 08:23 PM

Final Approval Date: 01/18/2024

55.



# **Agreement for Construction Services**

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and SJ&J Construction, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 24IFB6, Cross Culvert Replacements FY2024; including the specifications set forth therein, which is incorporated herein as if copied in full.

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of Five hundred fifty-four thousand five hundred fifty-four dollars and seven cents (\$554,554.07) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 24IFB6, Cross Culvert Replacements; including the specifications set forth therein, which is incorporated herein as if copied in full.

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

# ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

**4.1 Commencement of Work.** Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: 35 Working days

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.

- **4.3 Final Completion.** The Work shall be fully and finally completed **on or before 40 working days**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.
- **4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of \$500 per day from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

## ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

# ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

**6.1** Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to

perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

- 6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.
- 6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and
- 6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and subsubcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.
- As part of Contractor obligation to coordinate the Work, Contract shall: 6.5
  - a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
  - b. provide an on-site, full-time superintendent for the duration of the Work;
  - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
  - d. at Owner's request, attend public meetings and hearings concerning the development of the Work:
  - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
  - review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
  - advise Owner of any tests that should be performed;
  - organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
  - attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
  - assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
  - shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

- 6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.
- 6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

# 6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

- 6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.
- 6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

# COMMISSIONING AND WARRANTY RESPONSIBILITIES

- 6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.
- **6.12** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.
- 6.13 Contractor shall provide warranty services for the Work for a full 12 months (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

# ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work:
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

# ARTICLE 8 INSURANCE AND INDEMNITY

- **8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.
  - **8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

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

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

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

Aggregate policy limits:

\$2,000,000

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

**COVERAGE** PER PERSON PER OCCURRENCE **Bodily** injury \$1,000,000 \$1,000,000 (including death) Property damage \$1,000,000 \$1,000,000 Aggregate policy limits

Builder's Risk Insurance

(all risks)

No aggregate limit

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- 1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
- 2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

# 8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

# **8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

#### a. Definitions:

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

- (3) Coverage Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owneroperators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
  - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
  - (2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a selfinsured, with the commission's Division of Self-

- Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
- 8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
- 8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
- **8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- 8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- 8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.
- 8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide

services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

#### 8.2 INDEMNITY.

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

OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

**8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

#### ARTICLE 9 BONDS

- **9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.
- **9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.
- **9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct

the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

# ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

- 11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
- 11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.
- 11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

- 11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.
- 11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.
- 11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.
- 11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.
- 11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.
- 11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- 11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- 11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.
- 11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in

regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- 11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- 11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.
- 11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving

appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

- 11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- 11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:	CONTRACTOR:
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	
By:	By:
Printed Name:	Printed Name:
Title:	Julian Cervantes Title: president
Date:	Date: 12/14/2023
Party Representatives	
Owner's Designated Representative ("ODR"):	Contractor's Designated Representative:
	Julian Cerrantes
Phone Fax	Phone 2146828182 Fax

# 24IF6 Cross Culvert Replacements FY24 Williamson County

11.14.2023

Vendor	Total Project Amount
Adams Excavation	\$ 933,379.00
Chasco Constructors	\$ 619,699.00
SJ&J Construction LLC	\$ 554,554.07



December 6, 2023

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject:

Recommendation for Cross Culvert Replacements-Bid #24IFB6

The bids for the subject-referenced project have been reviewed, and the apparent low bid (SJ&J Constructors) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

- 1. SJ&J Construction LLC \$554,554.07
- 2. Chasco Constructors \$619,699.00
- 3. Adams Excavation \$933,379.00

The Contractor's low base bid is \$44,786.07 above the Engineer's Estimate, a cost increase of 8.79%.

In addition to meeting the bid qualifications, SJ&J Construction LLC has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$554,554.07 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award SJ&J Construction LLC the contract for the Cross Culvert Replacements Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Terron Evertson, P.E.

Deputy Sr. Director of Infrastructure

# **CERTIFICATE OF INTERESTED PARTIES** FORM 1295 1 of 1 Complete Nos. 1 - 4 and 6 if there are interested parties. OFFICE USE ONLY Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. **CERTIFICATION OF FILING** Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: of business. 2023-1101554 SJ & J Construction, LLC Dallas, TX United States Date Filed: Name of governmental entity or state agency that is a party to the contract for which the form is 1.2/06/2023 being filed, Williamson County Date Acknowledged: 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. 24IFB6 Cross Culvert Replacements FY24 Nature of interest Name of Interested Party City, State, Country (place of business) (check applicable) Controlling Intermediary 5 Check only if there is NO Interested Party. **6 UNSWORN DECLARATION** and my date of birth is (state) I declare under penalty of perjury that the foregoing is true and correct. County, State of Texas, on the 6th day of December 2023. Executed in

Forms provided by Texas Ethics Commission

Signature of authorized agent of contracting business entity (Declarant)

Wersion N

Version V3.5.1.0f381ab6

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

					1 of 1
	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 US	
1	Name of business entity filing form, and the city, state and count	ry of the business en		CERTIFICATION Certificate Number:	OF FILING
	of business. SJ & J Construction, LLC			2023-1101554	
_	Dallas, TX United States			Date Filed: 12/06/2023	
2	being filed.	e contract for which t	110 101111 13		
	Williamson County			Date Acknowledged 12/19/2023	:
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided.			the contract, and pro	ovide a
	24IFB6 24IFB6 Cross Culvert Replacements FY24				
				Nature o	of interest
4	Name of Interested Party	City, State, Country	(place of busine		pplicable)
				Controlling	Intermediary
_					
		· · · · · · · · · · · · · · · · · · ·			
5	Check only if there is NO Interested Party.				
3	UNSWORN DECLARATION				
	My name is	,	and my date of bi	rth is	· ]
	My address is	,	,		
	(street)	(city)	(stat	e) (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct.				
	Executed inCounty,	State of	, on the		
				(month)	(year)
		Signature of authorize	ed agent of contra (Declarant)	acting business entity	

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

CR 129 Garver Contract Amendment No. 3 **Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 3 to the CR 129 contract between Williamson County and Garver, LLC relating to the 2019 Road Bond Program. Project: P375 Fund Source: Road Bonds

#### **Background**

The Garver Contract Amendment No. 3 amends the Exhibit D Rate Schedule according to the CPI Rate Adjustment language shown in the master contract.

#### **Fiscal Impact**

From/To	Acct No	Description	Amount
110111/10	Acct No.	Description	Amount

#### **Attachments**

CR129-Garver-PSAAmendment#03

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 11:30 AM

Form Started By: Marie Walters Final Approval Date: 01/18/2024 Started On: 01/17/2024 05:57 PM

56.

# 

#### WILLIAMSON COUNTY ROAD BOND PROJECT: County Road. No. 129 ("Project")

THIS CONTRACT AMENDMENT NO. 03 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Garver, LLC (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 23, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$625,000.00 (Amendment No. 2); and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

#### **AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF,** the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	COUNTY:
Ву:	By:
Signature	Signature
Wendy G. Travis	Bill Gravell, Jr.
Printed Name	Printed Name
Vice President	Williamson County Judge
Title	Title
1/17/2024	
Date	Date

# **APPROVED**

By Christen Eschberger at 6:18 pm, Jan 17, 2024

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, 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.

#### **Summary of Changes to CPI**

Month	Year	CPI
APR	2020	246.254
DEC	2023	298.754
Variance (APR 20 to DEC 23)		52.520
% Variance (Escalation)		21.32%



# Exhibit D Williamson County County Road 129

# Garver Hourly Rate Schedule

Classific	ation	Amendment No. 3 Rates	
Enginee	rs / Architects		
E-1	EIT	\$	133.45
E-2	Engineer	\$	157.72
E-3	Design Engineer	\$	188.05
E-4	Project Engineer	\$	218.38
E-5	Senior Project Engineer	\$	266.90
E-6	Engineering Specialist / Project Manager	\$	315.43
E-7	Senior Project Manager	\$	394.29
Planners	3		
P-1	Planner/Env Specialist I	\$	133.45
P-2	Planner/Env Specialist II	\$	169.85
P-3	Planner/Env Specialist III	\$	200.18
P-4	Planner/Env Specialist IV	\$	285.10
P-5/P-6	Senior Planner/Env Specialist	\$	394.29
Designe	rs		
D-1	Designer/Env Scientist I	\$	127.39
D-2	Desinger/Env Scientist II	\$	145.58
D-3	Senior Designer/Env Scientist	\$	175.91
Technici	ans		
T-1	Intern	\$	103.12
T-2	Technician	\$	127.39
T-3	Senior Technician	\$	151.65
Manager	ment / Administration		
M-1	Prinicipal	\$	424.62
X-1	Administrative Assistant/Intern	\$	78.86
X-2	Administrative Assistant II	\$	103.12
X-6	Senior Scheduler	\$	272.97

Agreement for Professional Services Williamson County Road 129

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

24IFB14 CR 332 Realignment - Notice of Intent Application (NOI)

Submitted By: Julissa Vasquez, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

57.

#### Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 24IFB14 - CR 332 Realignment, a Road Bond program in Commissioner Pct. 4 Project: P366 Funding Source: Road Bond.

#### **Background**

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

24IFB14 CR 332 NOI Application

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 11:26 AM

Form Started By: Julissa Vasquez Started On: 01/16/2024 10:25 AM

Final Approval Date: 01/18/2024

#### **Texas Commission on Environmental Quality**

Construction Notice of Intent

#### Site Information (Regulated Entity)

What is the name of the site to be authorized?

Does the site have a physical address?

Because there is no physical address, describe how to locate this site:

City

State ZIP

County

Latitude (N) (##.#####)
Longitude (W) (-###.######)
Primary SIC Code

Secondary SIC Code
Primary NAICS Code
Secondary NAICS Code

#### **Regulated Entity Site Information**

What is the Regulated Entity's Number (RN)?

What is the name of the Regulated Entity (RE)?

Does the RE site have a physical address?

Because there is no physical address, describe how to locate this site:

City State

ZIP County

Latitude (N) (##.#####)
Longitude (W) (-###.######)

Facility NAICS Code

What is the primary business of this entity?

CR 332 Realignment

No

City of Jarrell. 1900 North of CR 313 to 1650

South of FM 487.

Jarrell TX

76537 WILLIAMSON

30.812877 -97.58773

1611

CR 332 Realignment

9

City of Jarrell. 1900 North of CR 313 to 1650

South of FM 487.

TX 76537

Jarrell

No

WILLIAMSON 30.812877

-97.58773

Government

#### Customer (Applicant) Information

How is this applicant associated with this site?

What is the applicant's Customer Number (CN)?

Type of Customer

Full legal name of the applicant:

Legal Name

Texas SOS Filing Number

Federal Tax ID

State Franchise Tax ID
State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

Independently Owned and Operated?

I certify that the full legal name of the entity applying for this permit has been

provided and is legally authorized to do business in Texas.

**Responsible Authority Contact** 

Operator

CN600897888

County Government

Williamson County

746000978

No

Yes

Organization Name Williamson County
Prefix THE HONORABLE

First Bill

Middle

Last Gravell
Suffix JR

Credentials

Title County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

City ROUND ROCK

State TX ZIP 78664

Phone (###-####) 5129431577

Extension

Alternate Phone (###-###-####)

Fax (###-###-###)

E-mail aschiele@wilco.org

#### **Application Contact**

#### Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name HNTB

Prefix

First Julissa

Middle

Last

Suffix Credentials

Title CONSTRUCTION CONTRACT ADMIN

Enter new address or copy one from list: CN600897888, Williamson County

**Mailing Address** 

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

City ROUND ROCK

 State
 TX

 ZIP
 78664

 Phone (###-###)
 5125348178

Extension

Alternate Phone (###-###-###)

Fax (###-###-###)

E-mail juvasquez@hntb.com

#### **CNOI** General Characteristics

1) Is the project or site located on Indian Country Lands?

No

authorization is no longer needed.

:16 AM	ApplicationSummaryReport	
2) Is the project or site associated to a facility that is licensed for the st high-level radioactive waste by the United States Nuclear Regulatory 0 under 10 CFR Part 72?	-	
3) Is your construction activity associated with an oil and gas explorated production, processing, or treatment, or transmission facility?	on, No	
4) What is the Primary Standard Industrial Classification (SIC) Code the describes the construction activity being conducted at the site?	at best 1611	
5) If applicable, what is the Secondary SIC Code(s)?		
6) What is the total number of acres that the construction project or situnder the control of the primary operator?	e will disturb 16.13	
7) What is the construction project or site type?	Highway or Road	
8) Is the project part of a larger common plan of development or sale?	No	
9) What is the estimated start date of the project?	01/22/2024	
10) What is the estimated end date of the project?	12/31/2024	
11) Will concrete truck washout be performed at the site?	Yes	
12) What is the name of the first water body(s) to receive the stormwal potential runoff from the site?	er runoff or Upper Little River	
13) What is the segment number(s) of the classified water body(s) that discharge will eventually reach?	the 1213	
14) Is the discharge into a Municipal Separate Storm Sewer System (N	IS4)? No	
15) Is the discharge or potential discharge within the Recharge Zone, Zone, or Contributing Zone within the Transition Zone of the Edwards defined in 30 TAC Chapter 213?	3	
16) I certify that a stormwater pollution prevention plan (SWP3) has be developed, will be implemented prior to construction, and to the best o knowledge and belief is compliant with any applicable local sediment a control plans, as required in the general permit TXR150000. Note: For operators who prepare a shared SWP3, the confirmation of an operator limited to its obligations under the SWP3 provided all obligations are cat least one operator.	rmy nd erosion multiple r may be	
17) I certify that I have obtained a copy and understand the terms and the Construction General Permit (TXR150000).	conditions of Yes	
18) I understand that a Notice of Termination (NOT) must be submitted	when this Yes	

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

24IFB15 Liberty Hill Bypass - Notice of Intent Application (NOI)

Submitted By: Julissa Vasquez, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

58.

#### Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 24IFB15 - Liberty Hill Bypass, a Road Bond program in Commissioner Pct. 2 Project: P346 Funding Source: Road Bond.

#### **Background**

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

24IFB15 Liberty Hill Bypass NOI Application

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 11:29 AM

Form Started By: Julissa Vasquez Started On: 01/18/2024 07:31 AM

Final Approval Date: 01/18/2024

#### **Texas Commission on Environmental Quality**

Construction Notice of Intent

#### Site Information (Regulated Entity)

What is the name of the site to be authorized?

Does the site have a physical address?

Because there is no physical address, describe how to locate this site:

City

State ZIP

County

Latitude (N) (##.#####)

Longitude (W) (-###.######)

Primary SIC Code Secondary SIC Code

Primary NAICS Code Secondary NAICS Code

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?

What is the name of the Regulated Entity (RE)?

Does the RE site have a physical address?

Because there is no physical address, describe how to locate this site:

City

State ZIP

County

Latitude (N) (##.#####)
Longitude (W) (-###.######)
Facility NAICS Code

What is the primary business of this entity?

Liberty Hill Bypass

Nο

RM 1869 to CR 279

Liberty Hill

TX 78642

> WILLIAMSON 30.665705

-097.912212

1611

RN111834396

LIBERTY HILL BYPASS

No

RM 1869 TO CR 279

LIBERTY HILL

TX 78642

WILLIAMSON

30.659174 -97.93069

237310

Operator

CN600897888

County Government

Williamson County

#### Customer (Applicant) Information

How is this applicant associated with this site?

What is the applicant's Customer Number (CN)?

Type of Customer

Full legal name of the applicant:

Legal Name

Texas SOS Filing Number

Federal Tax ID

State Franchise Tax ID
State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

Independently Owned and Operated?

I certify that the full legal name of the entity applying for this permit has been

provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name

746000978

No Yes

Williamson County

Bill

Prefix THE HONORABLE

First Middle

Last Gravell
Suffix JR

Credentials

Title County Judge

**Responsible Authority Mailing Address** 

Enter new address or copy one from list:

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

City ROUND ROCK

State TX ZIP 78664

Phone (###-####) 5129431577

Extension

Alternate Phone (###-###-###)

Fax (###-###-###)

E-mail aschiele@wilco.org

#### **Application Contact**

#### Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name HNTB Companies

Prefix

First Julissa

Middle

Last Vasquez

Suffix

Credentials

Title CONSTRUCTION CONTRACT ADMIN

Enter new address or copy one from list:

#### **Mailing Address**

Address Type Domestic

Mailing Address (include Suite or Bldg. here, if applicable) 101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

City ROUND ROCK

State TX ZIP 78664

Phone (###-####) 5125348178

Extension

Alternate Phone (###-###-###)

Fax (###-###-###)

E-mail juvasquez@hntb.com

#### **CNOI** General Characteristics

Shoral Characteriotics

1) Is the project or site located on Indian Country Lands?2) Is the project or site associated to a facility that is licensed for the storage ofNo

high-level radioactive waste by the United States Nuclear Regulatory Commission

3:42	2 AM	ApplicationSummaryReport	
	under 10 CFR Part 72?		
	3) Is your construction activity associated with an oil and gas exploration production, processing, or treatment, or transmission facility?	n,	No
	4) What is the Primary Standard Industrial Classification (SIC) Code that describes the construction activity being conducted at the site?	t best	1611
	5) If applicable, what is the Secondary SIC Code(s)?		
	6) What is the total number of acres that the construction project or site under the control of the primary operator?	will disturb	36.5
	7) What is the construction project or site type?		Highway or Road
	8) Is the project part of a larger common plan of development or sale?		No
	9) What is the estimated start date of the project?		01/26/2024
	10) What is the estimated end date of the project?		07/01/2026
	11) Will concrete truck washout be performed at the site?		Yes
	12) What is the name of the first water body(s) to receive the stormwater potential runoff from the site?	r runoff or	South Fork San Gabriel River
	13) What is the segment number(s) of the classified water body(s) that to discharge will eventually reach?	he	1250
	14) Is the discharge into a Municipal Separate Storm Sewer System (MS	54)?	No
	15) Is the discharge or potential discharge within the Recharge Zone, Co Zone, or Contributing Zone within the Transition Zone of the Edwards Ac defined in 30 TAC Chapter 213?	-	Yes
	15.1) I certify that the copy of the TCEQ-approved Plan required by the I Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Edwards	Yes
	16) I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of a knowledge and belief is compliant with any applicable local sediment an control plans, as required in the general permit TXR150000. Note: For moperators who prepare a shared SWP3, the confirmation of an operator limited to its obligations under the SWP3 provided all obligations are contacted to the operator.	my d erosion nultiple may be	Yes
	17) I certify that I have obtained a copy and understand the terms and country the Construction General Permit (TXR150000).	onditions of	Yes
	18) I understand that a Notice of Termination (NOT) must be submitted vauthorization is no longer needed.	when this	Yes

#### **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024

East Wilco Highway AFA

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

59.

**Department:** Road Bond

Agenda Category: Regular Agenda Items

#### Information

#### Agenda Item

Discuss, consider and take appropriate action on a Resolution with TXDOT for an Advance Funding Agreement for a Locally Funded Roadway Improvement Project On-System with the Texas Department of Transportation for a project generally described as the Intersection and Operational Improvement of FM 3349 and FM 1660 in Williamson County. Funding Source: Funding Source: Road Bond P392

#### **Background**

#### **Fiscal Impact**

From/To   Acct No.   Description   Amount
---

#### **Attachments**

Resolution

**AFA** 

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 09:38 AM

Form Started By: Charlie Crossfield Started On: 01/17/2024 04:34 PM

Final Approval Date: 01/18/2024

CSJ#		3486-01-011		
AFA CSJs		3486-01-011, 1566-02-025		
District #	14		AFA ID	Z00008615
Code Chart 64 #		50246		
Project Name		Intersection at FM 3349 and FM 1660		

### **Exhibit "C"**

## **RESOLUTION**

STATE OF TEXAS \* THE COMMISSIONERS COURT

COUNTY OF WILLIAMSON \* WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 23rd day of January 2024, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

## **RESOLUTION:**

WHEREAS, an Advance Funding Agreement with TXDOT for an On-System Locally Funded Roadway Improvement Project, generally described as **Intersection and Operational Improvement at FM 3349 and FM 1660in Williamson County, Texas**, in Williamson County, Texas.

Now therefore, the Williamson County Commissioners Court does hereby approve the agreement and enters into this agreement with the Texas Department of Transportation for the Project referenced above by the CSJ. The County Judge is authorized to execute all documents necessary to complete this transaction.

RESOLVED this day of	, 2024.	
		Bill Gravell Jr., County Judge
Attest:		
7 Interse.		
Nancy E. Rister, County Clerk		

CCSJ#		3486-01-011		
AFA CSJs		3486-01-011, 1566-02-025		
District #	14		AFA ID	Z00008615
Code Chart 64 #		50246		
Project Name		Intersection at FM 3349 and FM 1660		

STATE OF TEXAS §

COUNTY OF TRAVIS §

## ADVANCE FUNDING AGREEMENT For Locally Funded Roadway Improvement Projects On-System

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

#### WITNESSETH

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116292 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as Intersection and Operational Improvement at FM 3349 and FM 1660in Williamson County, Texas. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

CCSJ#		3486-01-011		
AFA CSJs		3486-01-011, 1566-02-025		
District #	14		AFA ID	Z00008615
Code Chart 64 #		50246		
Project Name		Intersection at FM 3349 and FM 1660		

#### **AGREEMENT**

#### 1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 12
4.	Local Government	Construction Responsibilities	Article 13
5.	N/A	Right of Way and Real Property	Article 15

#### 2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

#### 3. Scope of Work

The scope of work for this Project consists of

- 1. CSJ#3486-01-011 installation of intersection and operational improvement at the intersection of FM 3349 and CR 404, to widen road and add shoulders. Project to include environmental clearance, engineering, and construction in the Williamson County, Texas,
- 2. CSJ#1566-02-025 intersection and operational improvements, at the intersection of FM 1660 and CR 134, to include installation of intersection, turn lane and Traffic Signal on FM 1660 from 0.701 miles north of CR 134 to 0.407 miles north of CR 134. Project to include environmental clearance, engineering, and construction in Williamson County, Texas,

as shown on Attachment A.

#### 4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

CCSJ#		3486-01-011		
AFA CSJs		3486-01-011, 1566-02-025		
District #	14		AFA ID	Z00008615
Code Chart 64 #		50246		
Project Name		Intersection at FM 3349 and FM 1660		

- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

CCSJ#		3486-01-011		
AFA CSJs		3486-01-011, 1566-02-025		
District #	14		AFA ID	Z00008615
Code Chart 64 #		50246		
Project Name		Intersection at FM 3349 and FM 1660		

- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

#### 5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

#### 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

CCSJ#	# :		3486-01-011		
AFA CSJs	s 34		3486-01-011, 1566-02-025		
District #	14		AFA ID	Z00008615	
Code Char	rt 64 #	502	246		
Project Name Int		ersection	at FM 3349 and FM 1660		

#### 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

#### 8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

# 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

### 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### 11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

# 12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State

CCSJ#		3486-01-011		
AFA CSJs		3486-01-011, 1566-02-025		
District #	14	14		Z00008615
Code Cha	rt 64 #	502	246	
Project Name		Intersection at FM 3349 and FM 1660		

manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

# 13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

### 14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

# 15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government.

  Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

CCSJ#	348		86-01-011	
AFA CSJs	AFA CSJs 348		3486-01-011, 1566-02-025	
District #	14		AFA ID	Z00008615
Code Cha	rt 64 #	502	246	
Project Name Inte		ersection	at FM 3349 and FM 1660	

- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must

CCSJ#		34	86-01-011		
AFA CSJs 3		34	3486-01-011, 1566-02-025		
District #	14		AFA ID	Z00008615	
Code Cha	rt 64 #	50	50246		
Project Name		Int	ersection	at FM 3349 and FM 1660	

be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

#### 16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

#### 17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County of Williamson	Texas Department of Transportation
County Judge	ATTN: Director of Contract Services
701 S. Main Street, ste.101	125 E. 11 <sup>th</sup> Street
Georgetown, TX 78626	Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

#### 18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

# 19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

#### 20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format

CCSJ#		34	86-01-011		
AFA CSJs 3		34	3486-01-011, 1566-02-025		
District #	14		AFA ID	Z00008615	
Code Cha	rt 64 #	50	50246		
Project Name		Int	ersection	at FM 3349 and FM 1660	

directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

# 21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

# 22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

# 23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

#### 24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### 25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

# 26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources.

CCSJ#		34	86-01-011		
AFA CSJs 3		34	3486-01-011, 1566-02-025		
District #	14		AFA ID	Z00008615	
Code Cha	rt 64 #	50	50246		
Project Name		Int	ersection	at FM 3349 and FM 1660	

The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

# 27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

#### 28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CCSJ#		3486-01-011		
AFA CSJs 348		3486-01-011, 1566-02-025		
District #	14	14		Z00008615
Code Cha	rt 64 #	502	246	
Project Name Into		ersection	at FM 3349 and FM 1660	

# 29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
	Bill Gravell, Jr.
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	County Judge
Typed or Printed Title	Typed or Printed Title
Date	Date

Page 11 of 11

AFA NonFed LongGen

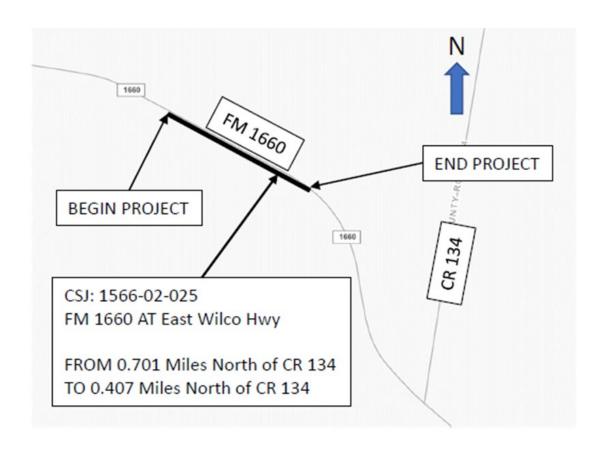
Rev. 11/06/2023

CCSJ#		348	86-01-011		
AFA CSJs 34		348	3486-01-011, 1566-02-025		
District #	14		AFA ID	Z00008615	
Code Cha	rt 64 #	502	50246		
Project Name I		Int	Intersection at FM 3349 and FM 1660		

# ATTACHMENT A LOCATION MAP SHOWING PROJECT



CCSJ#		3486-01-011		
AFA CSJs 348		3486-01-011, 1566-02-025		
District #	14	14		Z00008615
Code Cha	rt 64 #	502	246	
Project Name Inte		ersection	at FM 3349 and FM 1660	



CCSJ#	3		3486-01-011		
AFA CSJs	;	348	3486-01-011, 1566-02-025		
District #	14		AFA ID	Z00008615	
Code Cha	rt 64 #	502	246		
Project Na	me	Int	ersection	at FM 3349 and FM 1660	

# ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding, the Local Government will then be responsible for project costs overruns. The State will be responsible for Direct and Indirect State Cost.

Description 3486-01-011	Total Estimated	State Participation		Local Participation	
3400-01-011	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$50,000	0%	\$0	100%	\$50,000
Environmental (by Local Government)	\$10,000	0%	\$0	100%	\$10,000
Construction (by Local Government)	\$630,000	0%	\$0	0%	\$630,000
Subtotal	\$690,000		\$0		\$690,000
Environmental Direct State Costs	\$3,114	100%	\$3,114	0%	\$0
Right of Way Direct State Costs	\$779	100%	\$779	0%	\$0
Engineering Direct State Costs	\$4,671	100%	\$4,671	0%	\$0
Utility Direct State Cost	\$779	100%	\$779	0%	\$0
Construction Direct State Costs	\$21,798	100%	\$21,798	0%	\$0
Indirect State Costs 4.6%	\$31,740	100%	\$31,740	0%	\$0
TOTAL	\$752,881		\$62,881		\$690,000

CCSJ#	#		3486-01-011		
AFA CSJs	CSJs		3486-01-011, 1566-02-025		
District #	14	AFA ID Z00008615		Z00008615	
Code Chart 64 #		50246			
Project Na	Project Name		Intersection at FM 3349 and FM 1660		

Description 1566-02-025	Total Estimated	State Participation		Local Participation	
1500-02-025	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$50,000	0%	\$0	100%	\$50,000
Environmental (by Local Government)	\$10,000	0%	\$0	100%	\$10,000
Construction (by Local Government)	\$978,000	0%	\$0	0%	\$978,000
Subtotal	\$1,038,000		\$0		\$1,038,000
Environmental Direct State Costs	\$3,114	100%	\$3,114	0%	\$0
Right of Way Direct State Costs	\$779	100%	\$779	0%	\$0
Engineering Direct State Costs	\$4,671	100%	\$4,671	0%	\$0
Utility Direct State Cost	\$779	100%	\$779	0%	\$0
Construction Direct State Costs	\$21,798	100%	\$21,798	0%	\$0
Indirect State Costs 4.6%	\$47,748	100%	\$47,748	0%	\$0
TOTAL	\$1,116,888		\$78,888		\$1,038,000
GRAND TOTAL	\$1,869,769		\$141,769		\$1,728,000

Initial payment by the Local Government to the State: \$0
Payment by the Local Government to the State before construction: \$0
Estimated total payment by the Local Government to the State \$0
This is an estimate. The final amount of Local Government participation will be based on actual costs.

# **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024 Possession and Use Agreement

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

60.

**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 Edgar Castro for right of way needed on the Bagdad @ County Road 279 project (Parcel 15). Funding Source: Road Bonds P343

# **Background**

# **Fiscal Impact**

From/To	Acct No.	Description	Amount
110111/10	ACCI NO.	Description	Aillouit

#### **Attachments**

PUA

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 10:05 AM

Form Started By: Charlie Crossfield Started On: 01/17/2024 04:49 PM Final Approval Date: 01/18/2024

# POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS 

§ Parcel No.: 15

COUNTY OF WILLIAMSON § Project: Bagdad@CR279

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("County" or "Grantee"), and EDGAR CASTRO (the "Grantor" whether one or more), grants to the County, its contractors, agents, and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of the proposed Bagdad @ CR 279 roadway project and related appurtenances, drainage, and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat map, or other description attached as Exhibit "A" and made a part of this Agreement by reference (the "Property").

- 1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments, and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
- 2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the County will tender to the Grantor the sum of **THREE HUNDRED TWO THOUSAND TWENTY-TWO and 90/100 Dollars (\$302,022.90)** (the "Entry Deposit"). The Grantor agrees that the Entry Deposit represents adequate and full compensation for the possession and use of the Property. The County will immediately be entitled to take possession and use of the Property upon full execution of this Agreement, tender of payment of the Entry Deposit directly to Grantor, or delivery of the consideration amount to the title company as set out herein.

The parties agree that the Entry Deposit tendered represents 90% of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for the acquisition of the Property is less than the Entry Deposit, then the Grantor agrees that the

- original amount tendered represents an overpayment for the difference. Upon written notice from the County, the Grantor will promptly refund the overpayment to the County.
- 3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to a title company acting as escrow agent for the transaction (the "Effective Date").
- 4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered T-165832, issued October 4, 2023, by Texas National Title, Inc. (and any subsequent updates prior to the Effective Date), and that proper releases, if any, will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

The above-made warranties are made by Grantor and accepted by the County, subject to the following:

- A. Visible and apparent easements not appearing of record.
- B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
- C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.
- 5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be January 31, 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. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

- 7. If the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period prior to the date of the award. Payment of any interest may be deferred by the County until entry of Judgment.
- 8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the County's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
- 9. The Grantor reserves all of the oil, gas, and sulfur in and under the land herein conveyed but waives all rights of ingress and egress to the surface for the purpose of exploring, developing, mining, or drilling. The extraction of oil, gas, and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the County to take and use all other minerals and materials thereon, and thereunder.
- 10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the County takes title to the Property.
- 11. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court within forty-five (45) days after filing of said Award, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
- 12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.
- 13. It is agreed the County will record this document.
- 14. Other conditions: Tenant Relocation. The parties agree that the Tenant identified in Section 15 of this Agreement shall relocate from the Property, no later than January 31, 2024, but no earlier than 30 days from the Effective Date of this Agreement.
- 15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: Gustella Martinez

At no time during the possession of the Property by County for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land, unless otherwise agreed to in writing in advance.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

# **GRANTOR:**

Edgar Castro

# **ACKNOWLEDGMENT**

# STATE OF TEXAS COUNTY OF WILLIAMSUM

This instrument was acknowledged before me on this the  $\frac{1}{2}$  day of January, 2024 by Edgar Castro in the capacity and for the purposes and consideration recited herein.

NAOMI GOSNELL
Notary Public, State of Texas
Comm. Expires 09-11-2024
Notary ID 132672883

Notary Public, State of Texas

Printed Name: NOM GOShUI
My Commission Expires: 09-11-7074

COUNTY:	
WILLIAMSON COUNTY, TEXAS	
By:Bill Gravell, Jr. County Judge	ACKNOWLEDGMENT
STATE OF TEXAS	
COUNTY OF WILLIAMSON	
This instrument was acknowledg Gravell, Jr., County Judge of William consideration recited herein.	ed before me on this
	Notary Public, State of Texas Printed Name:
	My Commission Expires:

County: Williamson

Parcel: 15 –Edgar Castro Highway: Bagdad Rd (CR 279) Page 1 of 4 Rev. 11-01-22

 $_{\scriptscriptstyle{\mathsf{EXHIBIT}}}$  A

#### PROPERTY DESCRIPTION

DESCRIPTION OF A 0.599 ACRE (26,071 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 2.210 ACRE TRACT OF LAND, SAME BEING LOT 1, BRINSON SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET DD, SLIDE 240-241 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS CITED IN WARRANTY DEED WITH VENDOR'S LIEN TO EDGAR CASTRO RECORDED IN DOCUMENT NO. 2015078179 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.599 ACRE (26,071 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 116.89 feet left of Bagdad Road Baseline Station 277+83.74 (Grid Coordinates determined as N=10,206,872.40 E=3,059,595.96), in the northerly boundary line of said Lot 1, same being the southerly boundary line of that called 10.00 acre tract of land described in Warranty Deed With Vendor's Lien to Action Propane, Inc. recorded in Volume 1227, Page 650 of the Official Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, an iron rod with plastic cap stamped "3DS LAND SURVEYORS" found in the southerly boundary line of said 10.00 acre tract, being the northwesterly corner of said Lot 1, bears S 73°04'44" W, at a distance of 167.58 feet;

- 1) **THENCE**, departing said proposed westerly ROW line, with said southerly boundary line of the 10.00 acre tract, same being the northerly boundary line of said Lot 1, **N 73°04'44"** E, for a distance of **66.31** feet to a calculated point, in the existing westerly ROW line of C.R. 279 (Bagdad Road) (variable width ROW), being the northwesterly corner of an additional ROW dedicated per said plat, same being the northeasterly corner of said Lot 1, for the northeasterly corner of the herein described parcel, and from which, a 1/2" iron rod found, being an ell corner in said existing ROW line, and the northeasterly corner of said additional ROW dedication tract, same being the southeasterly corner of said 10.00 acre tract, bears N 73°04'44" E, at a distance of 5.06 feet;
- 2) **THENCE**, departing said 10.00 acre tract, with said existing ROW line, same being the easterly boundary line of said Lot 1, **S 16°45′51"** E, for a distance of **420.10** feet, to a calculated point, being the southeasterly corner of said Lot 1, same being the northeasterly corner of Lot 2 of said Brinson Subdivision, for the southeasterly corner of the herein described parcel, and from which an iron rod with plastic cap (unreadable) found, in the easterly line of said ROW dedication tract bears N 73°05′59" E, at a distance of 5.98 feet;
- 3) **THENCE**, departing said westerly existing ROW line, with the southerly boundary line of said Lot 1, same being the northerly line of said Lot 2, **S** 73°05'59" **W**, for a distance of 73.18 feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 111.69 feet left of Bagdad Road Baseline Station 273+39.79 in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel, and from which, the calculated southwesterly corner of said Lot 1, same being an ell corner in the easterly line of said Lot 2 bears S 73°05'59" W, at a distance of 128.24 feet;

County:

Williamson

Parcel:

15 -Edgar Castro

Highway: Bagdad Rd (CR 279)

Page 2 of 4 Rev. 11-01-22

THENCE, departing said Lot 2, with said proposed westerly ROW line, through the interior of said Lot 1, the following three (3) courses:

- 4) N 12°11'10" W, for a distance of 151.98 feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 113.69 feet left of Bagdad Road Baseline Station 275+00.00, for the beginning of a non-tangent curve to the left;
- 5) Along a non-tangent curve to the left having a delta angle of 05°06'42", a radius of 2,600.00 feet, an arc length of 231.96 feet and a chord which bears N 16°24'50" W, for a distance of 231.88 feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 112.53 feet left of Bagdad Road Baseline Station 277+44.57, for a point of non-tangency;
- 6) N 27°04'31" W, for a distance of 37.31 feet to the POINT OF BEGINNING, containing 0.599 acres (26,071 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

Inland Geodetics

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

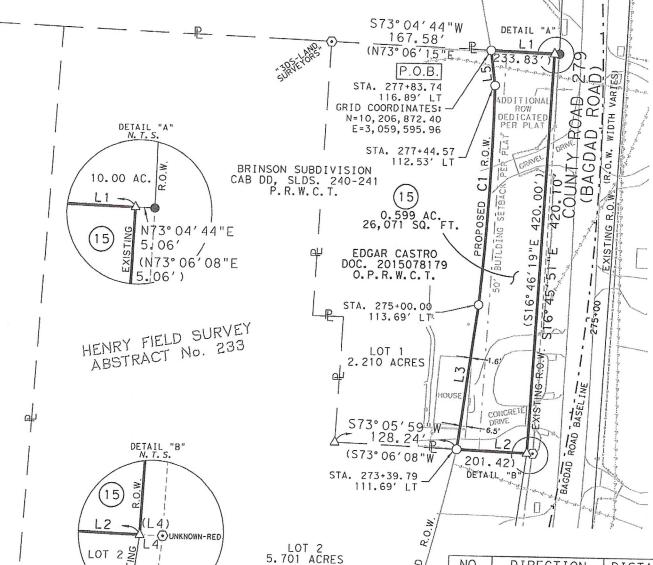
S:\\_BINKLEY-BARFIELD\BAGDAD ROAD 2020\PARCELS\BAGDAD RD-CR 279-PARCEL 15-LOT 1 BRINSON-SUBD-CASTRO.dc

EXHIBIT " A"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05° 06′ 42"	2,600.00'	231.96'	231.88'	N16° 24′ 50"W

ACTION PROPANE, INC.
EXHIBIT "A"
10.00 ACRES
VOL. 1227, PG. 650
0.R.W.C.T.



NO.	DIRECTION	DISTANCE
L1	N73° 04′ 44"E	66.31'
L2	S73°05′59"W	73.18′
L3	N12°11′10"W	151.98'
L4	N73° 05′ 59"E	5.98'
(L4)	(N73° 06′ 08"E)	(5.98')
L5	N27° 04′ 57"W	37.32'

INLAND
GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1201, FAX (512) 238-1251

FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

# EDGAR CASTRO

SCALE PROJECT
= 100' BAGDAD ROAD

COUNTY WILLIAMSON PARCEL 15 0.599 ACRES 26,071 Sq. Ft.

REV: II/0I/2022

PAGE 3 OF 4

# PLAT TO ACCOMPANY PARCEL DESCRIPTION

#### LEGEND

 $\otimes$ FENCE POST FOUND 1/2" IRON ROD FOUND UNLESS NOTED 0 1/2" IRON ROD FOUND W/PLASTIC CAP 0 1/2" IRON PIPE FOUND UNLESS NOTED A 80/D NAIL FOUND Δ CALCULATED POINT 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON-COUNTY" SET (UNLESS NOTED OTHERWISE) PROPERTY LINE P ) RECORD INFORMATION LINE BREAK DENOTES COMMON OWNERSHIP P.O.B. POINT OF BEGINNING 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, TEXA

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-165832, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE JULY 27, 2022, ISSUE DATE AUGUST 08, 2022.

1. RESTRICTIVE COVENANTS: CABINET DD, SLIDES 240, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS; VOLUME 601, PAGE 566, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

(10)2. A 50 FOOT BUILDING SETBACK LINE RESERVED ALONG COUNTY ROAD 279, AS SHOWN ON PLAT OF RECORD IN CABINET DD, SLIDE 240, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, AFFECTS AS SHOWN.

3. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2021009656 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

STEPHEN TRUESDALE

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933 LICENSED STATE LAND SURVEYOR INLAND GEODETICS

FIRM REGISTRATION NO. 100591-00 1504 CHISHOLM TRAIL ROAD, SUITE 103 ROUND ROCK, TEXAS 78681

REV: II/0I/2022

INLAND GEODETICS ROFESSIONAL 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

EDGAR CASTRO

BAGDAD ROAD

SCALE **PROJECT** 

DATE

COUNTY WILLIAMSON

PARCEL 15 0.599 ACRES 26,071 Sq. Ft.

PAGE 4 OF 4

= 100

# **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024 Possession and Use Agreement

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

61.

**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 TDW Development, LLC for right of way needed on the Hero Way project (Parcel 339-1). 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 01/18/2024 10:05 AM

Form Started By: Charlie Crossfield Started On: 01/17/2024 04:53 PM Final Approval Date: 01/18/2024

# POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§ Parcel No.: 339P1

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 TDW DEVELOPMENT, LLC (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 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 ONE HUNDRED NINE THOUSAND SEVEN HUNDRED FIFTY-NINE and no/100 DOLLARS (\$109,759.00) (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 for Parcel 339 Part 1, 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 other than identified in the title commitment T-166261 effective September 22, 2023 issued by Texas National Title (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:

- (a) Any condemnation petition filed by County to acquire the Property shall provide that the existing detention pond facilities shall be permitted to remain on the Property in the currently approved and permitted capacity according to standard TxDoT utility joint use agreement terms, and that any modifications to the pond design and capacity shall be allowed in the future only after permit application, plan review and approval by the necessary city, governmental agencies and approval of the applicable regulatory entity operating the roadway facilities which approval shall not be unreasonably withheld or delayed. All parties acknowledge that the existing detention pond will have to be modified to accommodate the drainage from the future adjacent approximately 32-acre mixed use development. Allowable modifications of the detention facilities include enlargement of the facilities, landscape improvements, and maintenance of the detention area. All modifications, improvements, and maintenance by the Grantor will be at the sole expense of Grantor.
- (b) Upon written request from either party to the Agreement, any final prerequisites to and including filing a condemnation suit shall be completed by County within (90) ninety days following such request, and the parties shall use best efforts to schedule a special commissioners' hearing at on a mutually agreeable date within ninety (90) days after filing of the condemnation petition.
- (c) 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.

# **GRANTOR:**

TDW DEVELOPMENT, LLC

Бу.

Name:

Tempa D. Herman

Its:

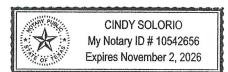
Manager

# **ACKNOWLEDGMENT**

# STATE OF TEXAS

# **COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the 15th day of January, 2024, by Tempa D. Herman, in the capacity and for the purposes and consideration recited herein.



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: 339 Part 1 Highway: FM 2243

#### METES & BOUNDS DESCRIPTION FOR PARCEL 339 PART 1

METES & BOUNDS DESCRIPTION FOR A 0.278 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF TRACT 9, KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 27.07 ACRE TRACT OF LAND AS CONVEYED TO JGHTDH #1, LLC, BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2016075658 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.278 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**BEGINNING** at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of reference found), at the southwest corner of the above described Tract 9 and the southeast corner of Tract 5 of AMENDED PLAT KITTIE HILL ACRES TRACT 5 AND TRACT 6, a subdivision as recorded in Cabinet X, Slides 378 and 379 of the Plat Records of Williamson County, Texas, as conveyed to Zoomers Investment Group LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021055330 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a cotton spindle found at an angle point in the north right-of-way line of said Hero Way, bears S 70°03'21" W a distance of 213.57 feet;

THENCE, with the west line of said Tract 9 and the east line of said Tract 5, N 21°01'05" W a distance of 19.19 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,839.05, E: 3,088,335.88) set for the northwest corner of the herein described tract, 238.00 feet left of FM 2243 baseline station 173+84.58, from which a 1/2-inch iron rod found on the west line of said Tract 9, at the northeast corner of original Tract 5 of said KITTIE HILL ACRES, bears N 21°01'05" W a distance of 405.61 feet;

THENCE, over and across said Tract 9, N 69°25'18" E a distance of 106.10 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the right, 238.00 feet left of FM 2243 baseline station 174+90.68;

THENCE, continuing over and across said Tract 9, along said curve to the right, an arc distance of 78.15 feet, having a radius of 8,147.00 feet, a central angle of 00°32'59" and a chord which bears N 69°43'20" E a distance of 78.15 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the left, 237.59 feet left of FM 2243 baseline station 175+68.82;

THENCE, continuing over and across said Tract 9, along said curve to the left, an arc distance of 169.78 feet, having a radius of 1,320.00 feet, a central angle of 07°22'10" and a chord which bears N 44°15'01" E a distance of 169.66 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the east line of said Tract 9 and the west line of Tract 10 of said KITTIE HILL ACRES, as conveyed to TDW Development LLC by Special Warranty Deed recorded in Document Number 2022013182 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 310.58 feet left of FM 2243 baseline station 177+17.80, from which a 1/2-inch iron rod found at the northeast corner of said Tract 9 and the northwest corner of said Tract 10, bears N 20°59'56" W a distance of 552.35 feet;

THENCE, with the east line of said Tract 9 and the west line of said Tract 10, S 20°59'56" E a distance of 93.08 feet to a calculated point on the north right-of-way line of said Hero Way, at the southeast corner of said Tract 9 and the southwest corner of said Tract 10, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" found at the southeast corner of said Tract 10 and the southwest corner of the remaining portion of Tract 13 of said KITTIE HILL ACRES, bears N 69°40'48" E a distance of 336.56 feet;

THENCE, with the north right-of-way line of said Hero Way, and the south line of said Tract 9, S 69°40'48" W a distance of 218.68 feet to a 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" found for an angle point;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Tract 9, S 69°58'26" W a distance of 119.66 feet to the **POINT OF BEGINNING** and containing 0.278 acre (12,097 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true ε knowledge. A sketch accompanies

this description.

··-

09/08/2023

Date

Jonathan O. Nobles RPLS Number 5777

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

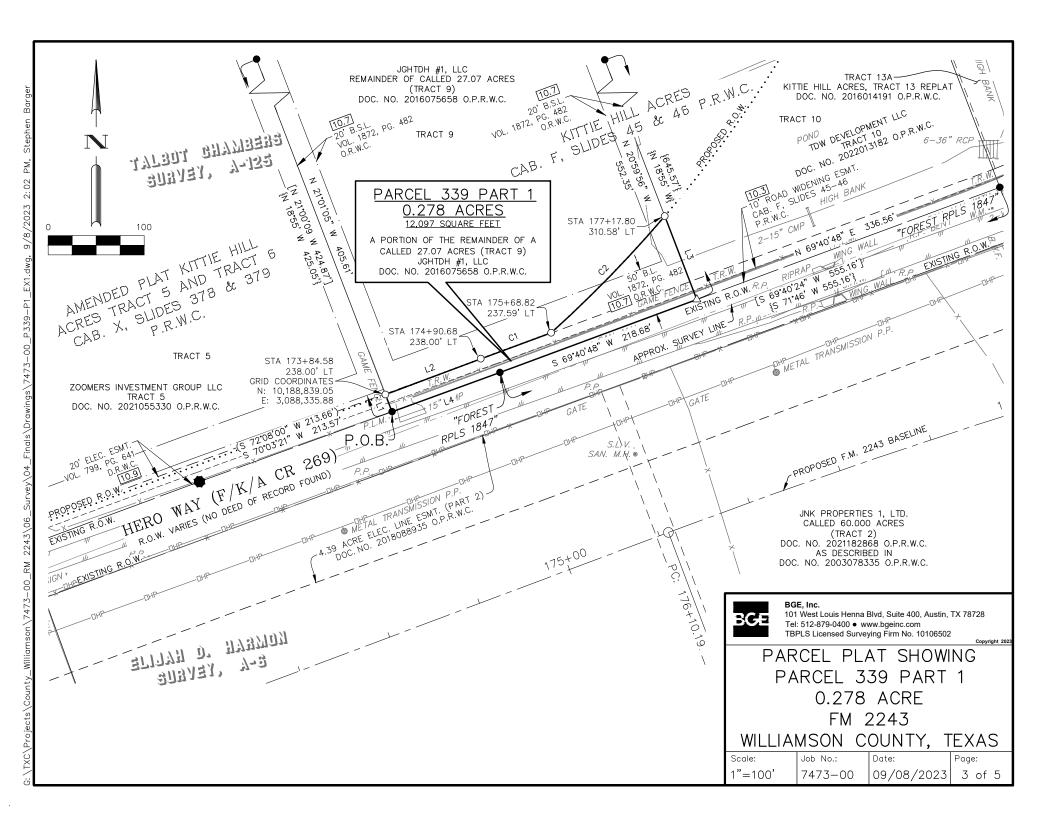
Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502

Client: Williamson County
Date: September 8, 2023

Project Number: 7473-00



#### LEGEND

B.W.F. BARBED WIRE FENCE

CAB. CABINET

C.H.W. CONCRETE HEADWALL CMP CORRUGATED METAL PIPE

DOC. DOCUMENT

DEED RECORDS OF WILLIAMSON COUNTY D.R.W.C.

FLEC. FI FCTRIC ESMT. EASEMENT G.R. GUARD RAIL MANHOLE М.Н. NO. NUMBER

O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

O.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY

PG. PAGE

P.L.M. PIPELINE MARKER P.O.B. POINT OF BEGINNING

P.P. POWER POLE

PLAT RECORDS OF WILLIAMSON COUNTY P.R.W.C.

REINFORCED CONCRETE PIPE RCP

R.O.W. RIGHT-OF-WAY R.P. REFLECTOR POST

SAN. SANITARY

S.I.V. SANITARY LINE VENT T.R.W. TIMBER RETAINING WALL

VOL. VOLUME WATER METER W.M. W.V. WATER VALVE

RECORD INFO FOR CAB. X, SLIDES 378-379 P.R.W.C. RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C. RECORD INFO FOR DOC. NO. 2016075658 O.P.R.W.C. FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED) SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"

COTTON SPINDLE FOUND CALCULATED POINT  $\triangle$ 

WIRE FENCE

OVERHEAD TELEPHONE —\_\_HT—\_\_ ——ПНР—— OVERHEAD POWER EDGE OF ASPHALT 10.9

SCHEDULE B ITEM

	CURVE TABLE					
NUMBER ARC LENGTH RADIUS DELTA CHORD BEARING CHORD DISTANCE						
C1	78.15'	8,147.04	0°32'59"	N 69°43'20" E	78.15'	
C2	169.78'	1,320.00'	7°22'10"	N 44°15'01" E	169.66'	

	LINE TABLE					
NUMBER	BEARING	DISTANCE				
L1	N 21°01'05" W	19.19'				
L2	N 69°25'18" E	106.10'				
L3	S 20°59'56" E	93.08'				
L4	S 69°58'26" W	119.66'				

REC	RECORD LINE TABLE					
NUMBER	BEARING DISTANCE					
{L4}	{N 72°08' W}					
[L4]	[S 70°02'24" W]	[119.74']				

BGE. Inc.

101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT SHOWING PARCEL 339 PART 1 0.278 ACRE FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: Job No.: 1"=100' 7473-00

Date: 09/08/2023 4 of 5

#### GENERAL NOTES:

- 1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
- 2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
- 3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166261, DATED EFFECTIVE MAY 5, 2023 AND ISSUED ON JULY 31, 2023.

#### RESTRICTIVE COVENANT AND EASEMENT NOTES:

- RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1872, PAGE 482, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE SOUTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET F, SLIDE 45 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, <u>DOES AFFECT</u> THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, <u>DOES AFFECT</u> THE SUBJECT TRACT. (BLANKET)
- 10.7 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, <u>DO AFFECT</u> THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.9 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, <u>DOES AFFECT</u> THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.14 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083086 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



09/08/2023

JONATHAN O. NOBLES RPLS NO. 5777 BGE, INC.

101 WEST LOUIS HENNA BLVD., SUITE 400 AUSTIN, TEXAS 78728

TELEPHONE: (512) 879-0400



BGE, Inc.

101 West Louis Henna Blvd, Suite 400, Austin, TX 78728 Tel: 512-879-0400 • www.bgeinc.com TBPLS Licensed Surveying Firm No. 10106502

Copyright 2

PARCEL PLAT SHOWING PARCEL 339 PART 1 0.278 ACRE FM 2243

WILLIAMSON COUNTY, TEXAS

 Scale:
 Job No.:
 Date:
 Page:

 1"=100'
 7473-00
 09/08/2023
 5 of 5

# **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024 Possession and Use Agreement

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

62.

**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 James G. Velchoff and Deborah K. Velchoff for right of way needed on the Hero Way project (Parcel 312/312E). Funding Source: TANS P588

# **Background**

# **Fiscal Impact**

From/To	Acct No.	Description	Amount
110111/10	ACCI NO.	Description	Alliount

#### **Attachments**

PUA

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 10:06 AM

Form Started By: Charlie Crossfield Started On: 01/17/2024 04:56 PM

Final Approval Date: 01/18/2024

# POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS 

§ Parcel No.: 312/312E

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 JAMES G. VELCHOFF and DEBORAH K. VELCHOFF (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 ONE MILLION SEVEN HUNDRED FORTY-FIVE THOUSAND ONE HUNDRED THIRTY-FOUR and no/100 DOLLARS (\$1,745,134.00) (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 other than as set out in the title commitment GF No. T-158428 issued by Texas National Title and effective December 6, 2023 (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 30, 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:

- (a) 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.
- (b) 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.
- (c) Any LCRA powerlines or other high voltage powerline relocated for the project may not exceed the current powerline voltage of 138 kilovolts.
- (d) LCRA may not increase the number of permanent transmission structures on the property.
- (e) LCRA will locate one (1) gate in the middle of the Hero Way easement and will make reasonable efforts to use this gate for ingress and egress, however LCRA will retain its full ingress and egress rights under the easement including the right to install gates on any fences obstructing that access. Please see attached Exhibit C map for the location of the gate.

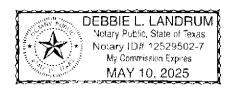
To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the County and its assigns forever, for the purposes and subject to the limitations set forth above.

[signature pages follow]

JAMES G. VELCHOFF	
<u>ACKNOWLEDGMENT</u>	
STATE OF TEXAS	
COUNTY OF Williamson	
This instrument was acknowledged before me on January 16, 2004 by James Velchoff, in the capacity and for the purposes and consideration recited herein.	G.
Notary Public, State of Texas	
DEBBIE L. LANDE Notary Public, State of To Notary 1D# 1252950 My Commission Expire MAY 10, 2025  DEBORAH K. VELCHOFF	xas 2-7
ACKNOWLEDGMENT	
STATE OF TEXAS	
country of williamson	
This instrument was acknowledged before me on January 16, 2024, by Debo K. Velchoff, in the capacity and for the purposes and consideration recited herein.	ah

Notary Public, State of Texas

**GRANTOR:** 



COUNTY:	
WILLIAMSON COUNTY, TEXAS	
By: Bill Gravell, Jr. County Judge	
<u>ACKNO</u>	OWLEDGMENT
STATE OF TEXAS COUNTY OF WILLIAMSON	
This instrument was acknowledged by Bill Gravell, Jr., County Judge of Wil purposes and consideration recited herein.	before me on, lliamson County, Texas, in the capacity and for the
	Notary Public, State of Texas

# 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

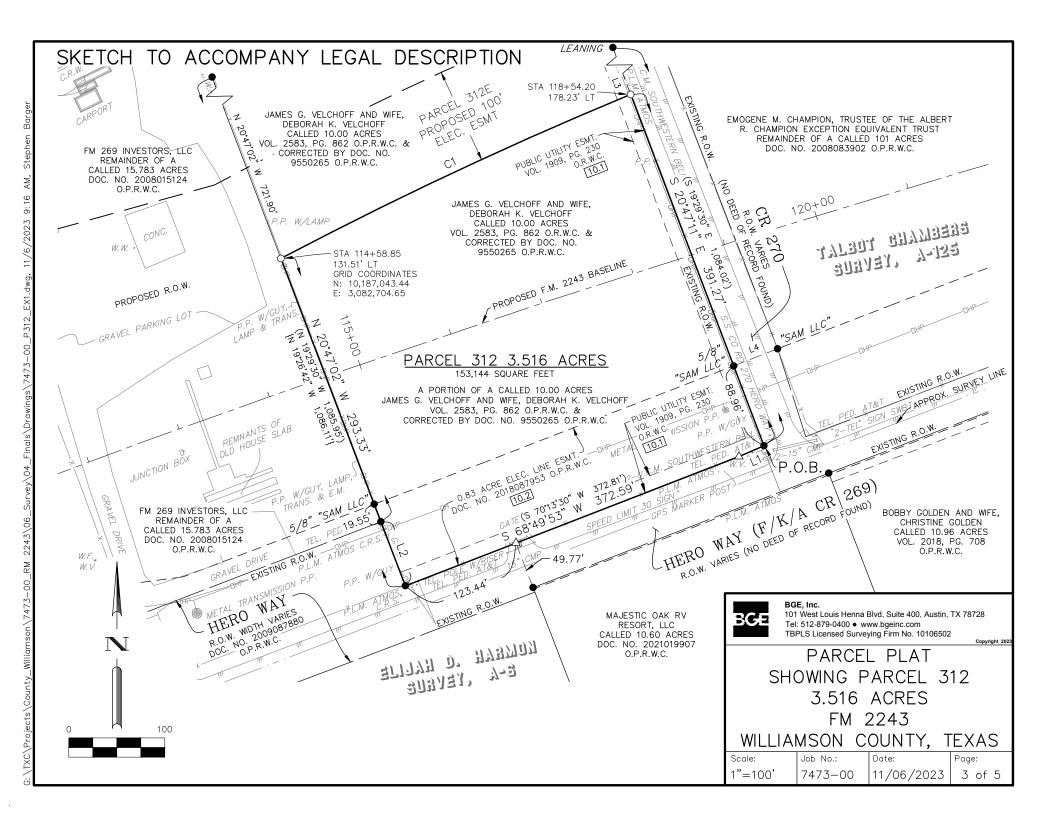
Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502

Client: Williamson County
Date: November 6, 2023

Project Number: 7473-00



# 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)

O SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"

FOUND 60D NAIL
Δ CALCULATED POINT
-X WIRE FENCE

OVERHEAD TELEPHONE
OVERHEAD POWER
EDGE OF ASPHALT
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'



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 202

PARCEL PLAT SHOWING PARCEL 312 3.516 ACRES FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: Job No.: 7473-00

Date: 11/06/2023

4 of 5

#### GENERAL NOTES:

- 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:

- THE RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, <u>DO AFFECT</u> 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, <u>DOES AFFECT</u> 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, <u>DOES AFFECT</u> 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, <u>DO AFFECT</u> 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, <u>DOES NOT AFFECT</u> 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



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 202

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
 5 of 5

# 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

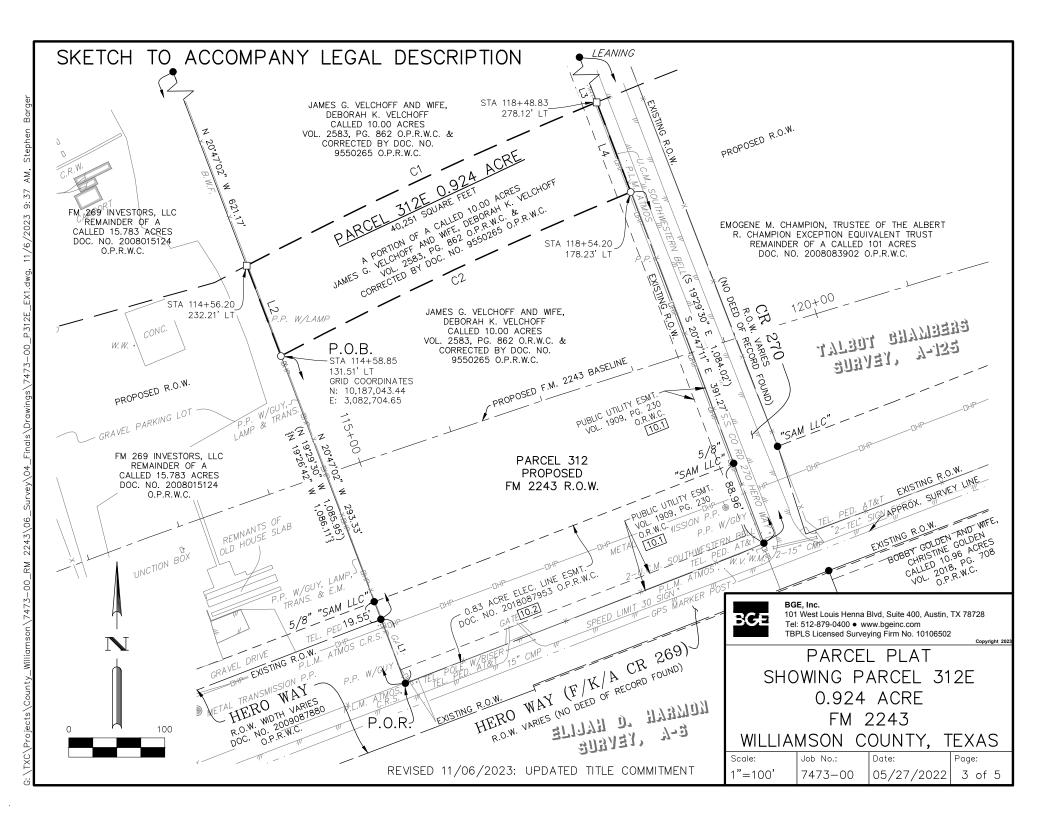
Austin, TX 78728

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



#### 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

WIRE FENCE

OVERHEAD TELEPHONE
OVERHEAD POWER
EDGE OF ASPHALT
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'

BGE

1"=100'

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 20

PARCEL PLAT
SHOWING PARCEL 312E
0.924 ACRE
FM 2243

WILLIAMSON COUNTY, TEXAS
Scale: Job No.: Date: Page:

05/27/2022 4 of 5

7473-00

REVISED 11/06/2023: UPDATED TITLE COMMITMENT

#### GENERAL NOTES:

- 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:

- THE RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, <u>DO AFFECT</u> 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, <u>DOES AFFECT</u> 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, <u>DO AFFECT</u> 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, <u>DO AFFECT</u> 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



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 202

PARCEL PLAT SHOWING PARCEL 312E 0.924 ACRE FM 2243

WILLIAMSON COUNTY, TEXAS
Scale: Job No.: Date: Page:

NT 1"=100'

Job No.: 7473-00

| Date: | Page: | 105/27/2022 | 5 of 5

# **Commissioners Court - Regular Session**

**Meeting Date:** 01/23/2024 Bagdad at CR 279 Contract

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

63.

**Department:** Road Bond

Final Approval Date: 01/18/2024

Agenda Category: Regular Agenda Items

#### Information

# Agenda Item

Discuss, consider and take appropriate action on a real estate contract with JBS Holdings, L.P. for 1.918 acres and 0.801 acres of ROW needed on Bagdad @ County Road 279. (Parcels 20 and 22) Funding Source: Road Bonds P343

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

contract

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 10:07 AM

Form Started By: Charlie Crossfield Started On: 01/17/2024 05:00 PM

# **REAL ESTATE CONTRACT**

CR 279 @ Bagdad Rd. Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JBS HOLDINGS**, **LP**, a Texas limited partnership (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 1.918-acre (83,526 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 20**);

All of that certain 0.801-acre (34,899 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 22**); and

together with all and singular the rights and appurtenances pertaining to said real property (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 Exhibits A and B shall be the sum of **FIVE HUNDRED THOUSAND and 00/100 Dollars (\$500,000.00)**.

# Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other immediately available funds at the Closing.

#### **Special Provisions**

2.03. Unless otherwise agreed with Seller in writing, at all times prior to and during Purchaser's construction of the CR 279 Improvements (as defined below), Seller shall have reasonable access and/or ingress to or egress from Seller's remainder property over and across the existing driveway areas within the Property (same being located at the northern end of Parcel 20, between Parcel 20 and Parcel 22, and in the southern quadrant of Parcel 22, as shown on Exhibits "A" and "B" attached hereto) (the "CR 279 Driveways"). As part of Purchaser's construction of the CR 279 Improvements, Purchaser will construct driveways between County Road 279 roadway facility and the remaining property of Seller, at the locations and in substantial compliance with the design plans and specifications attached hereto and incorporated herein as Exhibit "C". Pursuant to and in accordance with Section 8.12 of this Agreement, Seller agrees to allow Purchaser, its contractors and agents to temporarily enter the remaining property of Seller solely in the limited area and duration as necessary to carry out the construction obligations of this paragraph. This Section 2.03 shall survive 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.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE TO BE SET FORTH AND GIVEN IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (2) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (3) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (4) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (5) THE PRESENCE OF ANY ENDANGERED OR THREATENED SPECIES OR ENVIRONMENTAL FEATURES ON THE PROPERTY, AS WELL AS THE SUITABILITY OF THE PROPERTY AS HABITAT FOR ANY OF THOSE SPECIES, (6) THE AVAILABILITY OF UTILITY SERVICE TO THE PROPERTY, OR (7) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER AT CLOSING, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY. **ACKNOWLEDGES PURCHASER** THAT **INCLUSION** OF THE **FOREGOING** DISCLAIMERS AND AS-IS LANGUAGE IS AN ESSENTIAL ELEMENT OF THIS CONTRACT AND A MATERIAL PART OF THE CONSIDERATION FOR SELLER, WITHOUT WHICH SELLER WOULD NOT ENTER INTO THIS CONTRACT. THIS PARAGRAPH SHALL SURVIVE CLOSING.

4.02. The Property is being conveyed to Purchaser under threat of condemnation. In connection therewith, Purchaser acknowledges that Seller may complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1033 of the Internal Revenue Code, as amended. Purchaser agrees to provide reasonable cooperation to Seller in facilitating such exchange, which shall include, at Seller's request, (i) reasonably agreeing with Seller on how payments made to Seller hereunder will be categorized for Seller's income tax purposes (e.g., agreement as to which payments are for the acquisition of fee simple title and which are

"severance damages" that reduce Seller's basis in the Property) and (ii) furnishing a letter to Seller from an official authorized on behalf of the County confirming that the Property will be condemned if Seller does not voluntarily sell it to Purchaser pursuant to this Contract. All expenses in connection with the contemplated exchange will be paid by Seller; Purchaser will not incur any expense or liability with respect to the exchange except as expressly set forth herein. This Section 4.02 shall survive Closing.

# ARTICLE V CLOSING

#### **Closing Date**

5.01. The Closing shall be held at the office of Heritage Title Company of Austin, Inc., 200 W. 6th Street, Suite 1600, Austin, Texas 78701, Attn: Marcie Warnke ("Title Company"), on or before January 31, 2024, or at such other time, date, and place as Seller and Purchaser may agree upon (which date is herein referred to as the "Closing Date"). If the Title Commitment obtained or to be obtained by Purchaser from the Title Company for the Property (the "Title Commitment") shows any monetary lien on the Property and Seller is unable to obtain a release of such lien with respect to the Property from the applicable lienholder(s) by payoff out of the Purchase Price proceeds at Closing or through other means, Closing shall be extended until the date that Seller is able to obtain such lien release, provided Purchaser is given at least 5 days' notice in advance of the new date that Closing will occur.

#### 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 Exhibits A and B, 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 set forth on Schedule B of the Title Commitment; and
  - (c) Any other exceptions approved by Purchaser in writing.
- (2) The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

- (3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Purchaser'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 survey exception shall be deleted at Purchaser's sole expense (provided that Purchaser furnishes a survey of the Property that is acceptable to the Title Company for such purpose);
  - (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 Purchase Price in accordance with Section 2.02.

#### **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 (or the date that Purchaser takes possession of the Property under Section 8.12 below, if earlier) 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 party 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, as its sole and exclusive remedy, either: (1) enforce specific performance of this Contract; or (2) terminate this Contract by written notice to Seller and 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 terminate this Contract by written notice to Purchaser and 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. This Contract is not assignable by Purchaser except to another governmental body with the power of condemnation.

# **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 Seller and Purchaser each warrant and represent to the other that neither of them has dealt with any agent or broker in connection with the sale and purchase of the Property, and Seller and Purchaser to the extent allowed by law each agree to indemnify and hold the other party harmless from any loss, liability, or expense suffered by the other party by reason of a breach of such warranty and representation. 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 later of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below, and executed on behalf of Seller, which date is indicated beneath the Seller'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. If Closing is extended pursuant to Section 5.01 above but Purchaser nevertheless deposits cash funds equal to the full Purchase Price into an interest-bearing escrow account at the Title Company on or before the initial Closing Date, Purchaser, its agents and contractors shall be permitted at any time after January 31, 2024, 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 roadway improvement construction project of Purchaser on the Property (the "CR 279 Improvements") or other obligations of this Contract, 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. During possession of the Property by Purchaser for such purposes, the restrictive covenant provision concerning the "CR 279 Driveways" in the Deed shall apply to the parties as if fully set forth herein. Without limiting the generality of the foregoing, at no time during possession of the Property by Purchaser for such purposes shall Seller be denied reasonable access and/or ingress to or egress from the remainder of Seller's land for its current uses, unless otherwise agreed to by Seller in writing in advance. Purchaser's deposit of the Purchase Price funds into escrow as provided in this paragraph shall be irrevocable and shall be accompanied by unconditional instructions to the Title Company authorizing release of such funds and all accrued interest thereon to Seller upon Closing hereunder, provided that upon any termination of this Contract under Article VI or Article VII above, such escrow funds and accrued interest thereon shall be returned to Purchaser.

[signature pages to follow]

# **SELLER:**

# JBS HOLDINGS, LP

By: JBSH Management, LLC, its general partner

By: Sheri Krause (Jan 15, 2024 18:58 CST)

Name: Sheri Krause

Title: Managing partner

Date: Jan 15, 2024

#### Address:

JBS Holdings, LP 3605 Balcones Drive Austin, Texas 78731 Attn: Sheri Krause

with copies to: Winston Krause, Esq. 504 West 13<sup>th</sup> Street Austin, Texas 78701

Christopher K. Bell, Esq. 806 West 10<sup>th</sup> Street, Suite B Austin, Texas 78701

PURCHASER:	
WILLIAMSON COUNTY, TEXAS	
By:Bill Gravell, Jr. County Judge	Address: 710 Main Street, Suite 101 Georgetown, Texas 78626
Date:	

Parcel: 20 – JBS Holdings, LP Highway: Bagdad Rd (CR 279) Page 1 of 4 10/02/22

# EXHIBIT A

#### PROPERTY DESCRIPTION

DESCRIPTION OF A 1.918 ACRE (83,526 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 126.90 ACRE TRACT OF LAND (TRACT 1) CITED IN GENERAL WARRANTY DEED TO JBS HOLDINGS, LP RECORDED IN DOCUMENT NO. 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DOCUMENT NO. 1999061485 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.918 ACRE (83,526 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (ROW width varies) 118.60 feet left of Bagdad Road Baseline Station 270+95.74 (Grid Coordinates determined as N=10,206,237.71 E=3,059,728.49), being in the easterly boundary line of said 126.90 acre tract, same being the southerly boundary line of Lot 2, Brinson Subdivision, a subdivision of record in Cabinet DD, Slide 240-241 of the Plat Records of Williamson County, Texas, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, and from which, a 1/2" iron rod found, being the southwesterly corner of said Lot 2, same being an ell corner in said easterly boundary line of the 126.90 acre tract bears S 66°59'08" W, at a distance of 402.68 feet;

- 1) **THENCE**, with the easterly boundary line of said 126.90 acre tract, same being the southerly boundary line of said Lot 2, **N** 66°59'08" E, at a distance of 105.21 feet, pass the southeasterly corner of said Lot 2, being an ell corner in the existing westerly ROW line of County Road (C.R.) 279 (Bagdad Road) (ROW width varies), same being the southwesterly corner of an additional ROW dedicated per said Brinson Subdivision, departing said Lot 2 and continuing with said existing westerly ROW line for a total distance of **115.77** feet to a 5/8" iron rod found, being an ell corner in the easterly line of said 126.90 acre tract, same being the southeasterly corner of said ROW dedication tract, also being an ell corner in said existing westerly ROW line, for the northeasterly corner of the herein described parcel;
- 2) THENCE, departing said ROW dedication tract, continuing with said existing westerly ROW line, same being the easterly boundary line of said 126.90 acre tract, S 02°13'31" E, for a distance of 754.38 feet to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found, being the southeasterly corner of said 126.90 acre tract, same being the northeasterly corner of that called 3.854 acre tract of land described in Possession And Use Agreement For Transportation Purposes between said JBS Holdings, LP and Williamson County, Texas recorded in Document No. 2018029559 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of that called 99.57 acre tract of land (Tract 2) cited in said General Warranty Deed to JBS Holdings, LP recorded in said Document No. 2002103000, for the southeasterly corner of the herein described parcel;
- 3) THENCE, departing said existing ROW line, with the southerly boundary line of said 126.90 acre tract, same being the northerly boundary line of said 3.854 acre tract and said 99.57 acre tract, S 68°58'20" W, at a distance of 91.60 feet pass the calculated northwesterly corner of said 3.854 acre tract, departing said 3.854 acre tract, for a total distance of 120.27 feet, to an iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 114.54 feet left of Bagdad Road Baseline Station 263+40.45 in said proposed westerly ROW line, for the southwesterly corner of the herein described parcel;

Page 2 of 4 10-02-22

County: Williamson

Parcel: 20 - JBS Holdings, LP Highway: Bagdad Rd (CR 279)

4) THENCE, departing said 99.57 acre tract, with said proposed westerly ROW line, through the interior of said Lot 126.90 acre tract N 01°47'49" W, for a distance of 752.08 feet, to the POINT OF BEGINNING, containing 1.918 acres (83,526 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

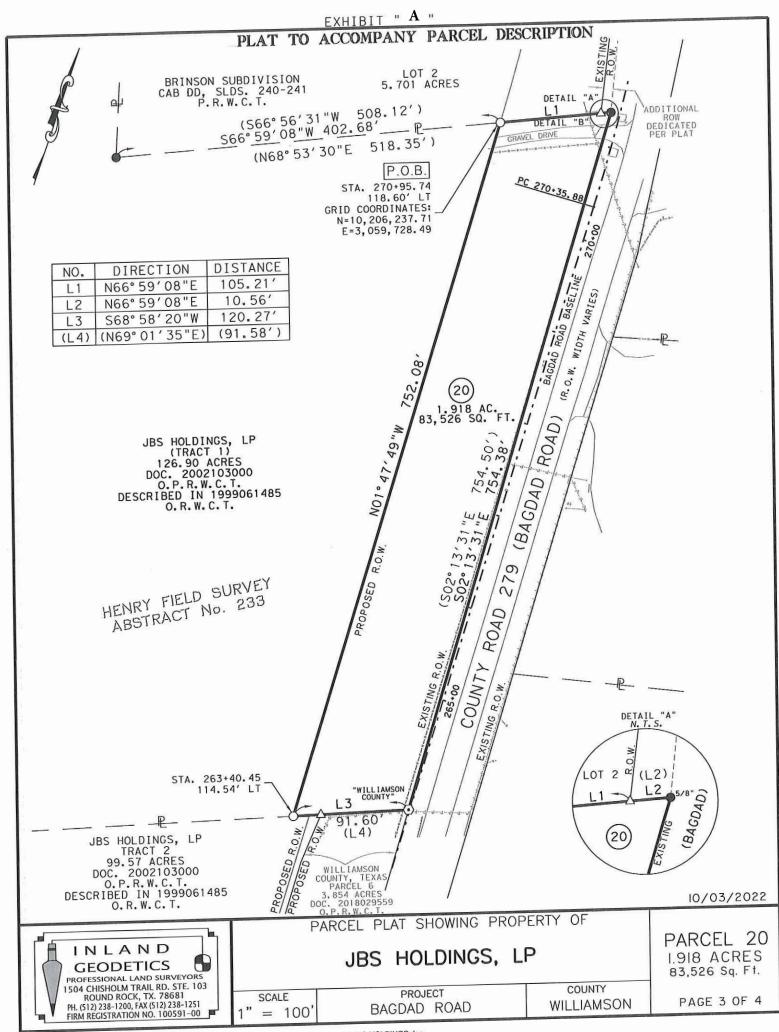
Inland Geodetics

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681



S:\\_BINKLEY-BARFIELD\BAGDAD ROAD 2020\PARCELS\BAGDAD RD-CR 279\PARCEL 20-JBS.doc



# PLAT TO ACCOMPANY PARCEL DESCRIPTION

#### LEGEND

1/2" IRON ROD FOUND UNLESS NOTED 0 1/2" IRON ROD FOUND W/PLASTIC CAP 1/2" IRON PIPE FOUND UNLESS NOTED 60/D NAIL FOUND IN FENCE POST CALCULATED POINT IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS NOTED OTHERWISE) PROPERTY LINE P ) RECORD INFORMATION LINE BREAK DENOTES COMMON OWNERSHIP P.O.B. POINT OF BEGINNING N. T. S. NOT TO SCALE D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS OFFICIAL RECORDS O. R. W. C. T. WILLIAMSON COUNTY, **TEXAS** OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS O. P. R. W. C. T.

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-165851, ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, EFFECTIVE DATE AUGUST 03, 2022, ISSUE DATE AUGUST 12, 2022.

(10)5. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE NO. 05-0-52 OF RECORD IN DOCUMENT NO. 2005066226, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. STEPHEN TRUESDALE REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933 DATE

LICENSED STATE LAND SURVEYOR INLAND GEODETICS

FIRM REGISTRATION NO. 100591-00 1504 CHISHOLM TRAIL ROAD, SUITE 103 ROUND ROCK, TEXAS 78681

10/03/2022

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

JBS HOLDINGS, LP

PARCEL 20 1.918 ACRES 83,526 Sq. Ft.

**SCALE** = 100

**PROJECT** BAGDAD ROAD

COUNTY WILLIAMSON

PAGE 4 OF 4

County: Williamson

Parcel: 22, Parts 1 & 2 – JBS Holdings, LP

Highway: Bagdad Rd (CR 279)

Page 1 of 5 Rev: 09-16-22

# EXHIBIT B PROPERTY DESCRIPTION

DESCRIPTION OF A OF 0.801 ACRE (34,899 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE HENRY FIELD SURVEY, ABSTRACT NO. 233 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 99.57 ACRE (TRACT 2) TRACT IN A GENERAL WARRANTY DEED TO JBS HOLDINGS, LP RECORDED IN DOCUMENT NO. 2002103000 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DESCRIBED IN DOCUMENT NO. 199961486 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID OF 0.801 ACRE (34,899 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED IN TWO PARTS (PART 1 AND PART 2) BY METES AND BOUNDS AS FOLLOWS:

#### PART 1 (0.087 ACRES, 3,779 SQ. FT)

**BEGINNING** at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.87 feet left of Bagdad Road Baseline Station 263+46.03 in the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW), (Grid Coordinates determined as N=10,205,492.07 E=3,059,767.59), being in the southerly boundary line of that called 126.90 acre (Tract 1) in said Document No. 2002103000 to said JBS Holdings, LP, same being the northerly boundary line of said remainder of the 99.57 acre tract and **POINT OF BEGINNING** of the herein described parcel;

1) THENCE, with the southerly line of said 126.90 acre tract, being the northerly line of said remainder of the 99.57 acre tract, N 68°58'20" E, for a distance of 12.04 feet to a calculated angle point in the existing westerly ROW line of said Bagdad Road County Road (C.R.) 279 (variable width ROW), being the northwesterly corner of that 3.854 acre ROW tract of land described in Possession and Use Agreement for Transportation to Williamson County, Texas recorded in Document No. 2018029559 of the Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described parcel, and from which an iron rod with plastic cap stamped "WILLIAMSON COUNTY" found, being the southeasterly corner of said 126.90 acre tract, same being the northeasterly corner of said 3.854 acre ROW tract bears N 68°58'20" E, at a distance of 91.60 feet;

**THENCE,** departing said 126.90 acre tract, with said existing ROW line, same being the easterly boundary line of said remainder of the 99.57 acre tract, and the westerly line of said 3.854 acre ROW tract, the following two (2) courses:

- 2) S 04°16'55" W for a distance of 53.28 feet to a calculated angle point hereof;
- 3) S 01°25'43" E for a distance of 318.58 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 92.83 feet left of Bagdad Road Baseline Station 259+78.47, being an angle point in said proposed ROW line, for the southeasterly corner of the herein described parcel;

**THENCE,** departing said existing ROW line and said 3.854 acre ROW tract, with said proposed westerly ROW line, through the interior of said remainder of the 99.57 acre tract, the following six (6) courses:

- 4) **S 88°34'17" W** for a distance of **6.04** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.87 feet left of Bagdad Road Baseline Station 259+78.47, for the southwesterly corner of the herein described parcel;
- 5) N 01°25'43" W for a distance of 161.32 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.87 feet left of Bagdad Road Baseline Station 261+39.79, for angle point hereof;
- 6) S 88°34'17" W for a distance of 21.75 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 120.62 feet left of Bagdad Road Baseline Station 261+39.79, for an ell corner hereof;

County:WilliamsonPage 2 of 5Parcel:22, Parts 1 & 2 – JBS Holdings, LPRev: 09-16-22

Highway: Bagdad Rd (CR 279)

7) N 01°25'43" W for a distance of 65.13 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 120.62 feet left of Bagdad Road Baseline Station 262+04.92, for ell corner hereof;

- 8) N 88°29'41" E for a distance of 21.75 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 98.87 feet left of Bagdad Road Baseline Station 262+04.95, for ell corner hereof;
- 9) N 01°25'43" W, for a distance of 141.08 feet to the POINT OF BEGINNING, containing 0.087 acres (3,779 square feet) of land, more or less.

#### PART 2 (0.714 ACRES, 31,120 SQ. FT)

BEGINNING at an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 102.83 feet left of Bagdad Road Baseline Station 249+25.67 at the intersection of the proposed westerly Right-of-Way (ROW) line of Bagdad Road (variable width ROW) and the existing westerly ROW line of Bagdad Road (C.R. 279) (variable width ROW), (Grid Coordinates determined as N=10,204,072.26 E=3,059,799.04), being the easterly boundary line of said remainder of the 99.57 acre tract, same being the westerly line of that 3.854 acre ROW tract of land described in Possession and Use Agreement for Transportation to Williamson County recorded in Document No. 2018029559 of the Official Public Records of Williamson County, Texas, and POINT OF BEGINNING of the herein described parcel and from which an iron rod with cap stamped "WALKER-5283" found, being in the northerly line of that called 6.829 acre tract described in an Exchange Special Warranty Deed to Williamson County, Texas recorded in Document No. 2014076251 of the Official Public Records of Williamson County, Texas, same being in the southerly boundary line of said remainder of the 99.57 acre tract bears S 01°25'43" E, at a distance of 92.92 feet to a calculated angle point, S 43°14'37" W, at a distance of 60.77 feet to a calculated angle point, and S 87°55'30" W, at a distance of 86.11 feet;

**THENCE**, departing said existing ROW line, through the interior of said remainder of the 99.57 acre tract, with said proposed westerly ROW line, the following four (4) courses:

- 1) N 14°25'31" W for a distance of 198.87 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 147.55 feet left of Bagdad Road Baseline Station 251+19.44 for angle point hereof;
- 2) N 01°53'49" W for a distance of 237.54 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 149.50 feet left of Bagdad Road Baseline Station 253+56.98 for angle point hereof;
- 3) N 02°54'06" E for a distance of 409.10 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 118.61 feet left of Bagdad Road Baseline Station 257+64.91 for angle point hereof;
- 4) N 10°59'32" E for a distance of 119.85 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 92.83 feet left of Bagdad Road Baseline Station 258+81.95 in said existing ROW line of C.R. 279, same being the easterly boundary line of said remainder of the 99.57 acre tract, for the most northerly corner of the herein described parcel;

**THENCE**, departing said proposed ROW line, with the easterly boundary line of said remainder of the 99.57 acre tract, same being the existing westerly ROW line and the westerly line of said 3.854 acre ROW tract, the following three (3) courses:

5) S 01°25'43" E for a distance of 185.74 feet to a calculated angle point of the herein described parcel;

County: Williamson

Parcel:

22, Parts 1 & 2 - JBS Holdings, LP

Highway: Bagdad Rd (CR 279)

Page 3 of 5 Rev: 09-16-22

6) S 01°26'02" W for a distance of 200.25 feet to a calculated angle point of the herein described parcel;

7) S 01°25'43" E for a distance of 570.54 feet to the POINT OF BEGINNING, containing 0.714 acres (31,120 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS

8000

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

Registered Professional Land Surveyor No. 4933

Licensed State Land Surveyor

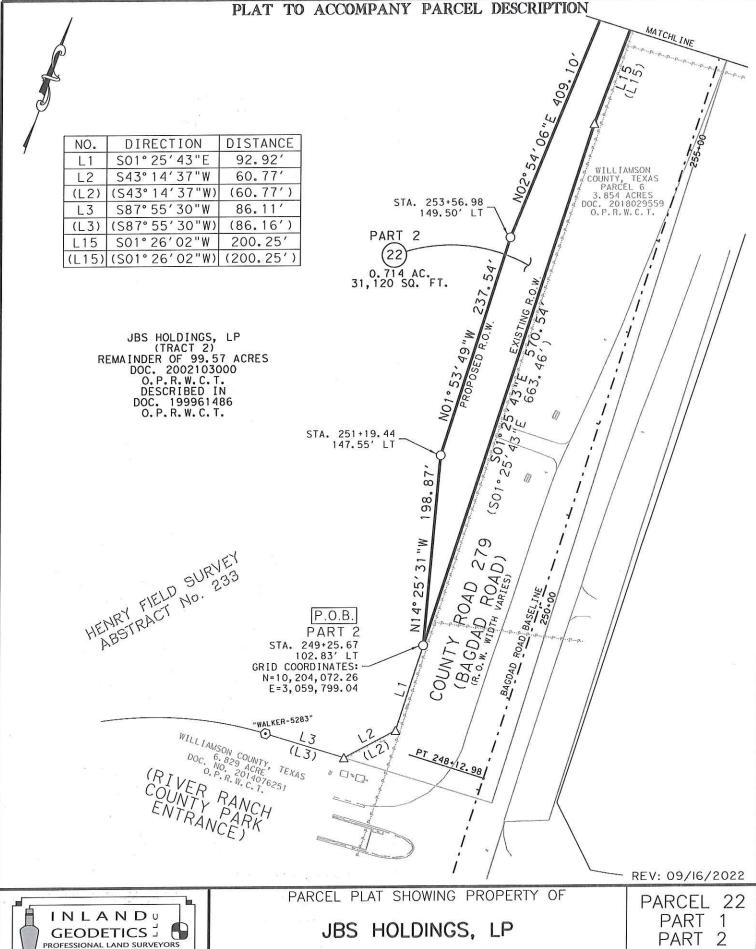
Inland Geodetics, LLC

Firm Registration No: 100591-00 1504 Chisholm Trail Road, Suite 103

Round Rock, TX 78681

TEPHEN TRUESD

S:\BINKLEY & BARFIELD\BAGDAD ROAD 2020\PARCELS\PARCEL 22-JBS HOLDINGS\PARCEL 22-JBS-HOLDINGS-PT1-2-COMBINED doc



PROJECT

BAGDAD ROAD.

0.801 ACRES

34,899 Sq. Ft.

PAGE 4 OF 5

COUNTY

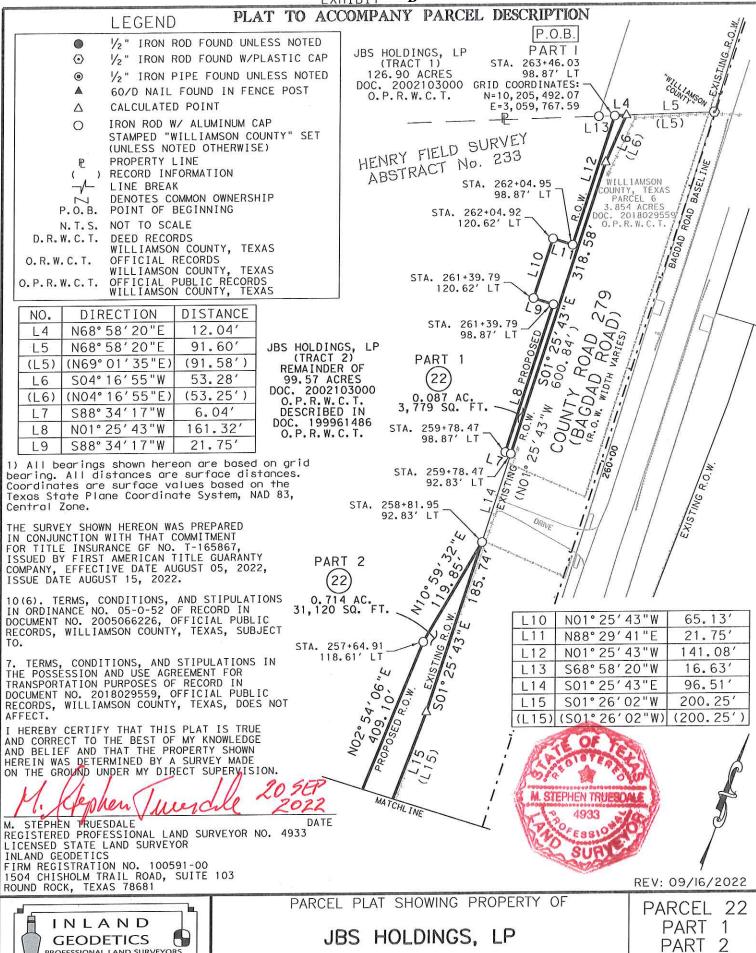
WILLIAMSON

SCALE

= 100'

1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251

FIRM REGISTRATION NO. 100591-00



**PROJECT** 

BAGDAD ROAD

0.801 ACRES

34,899 Sq. Ft.

PAGE 5 OF 5

COUNTY

WILLIAMSON

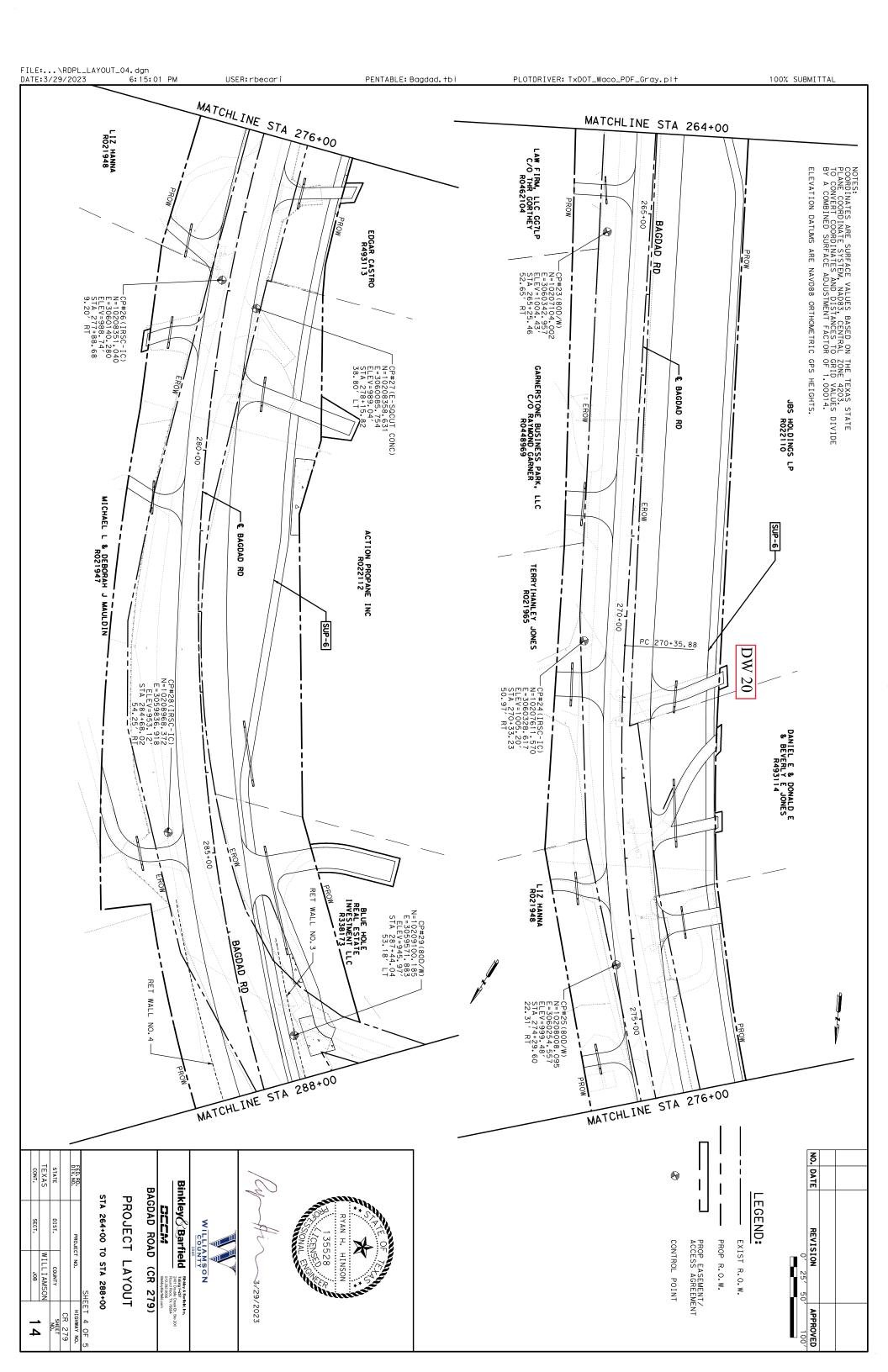
**SCALE** 

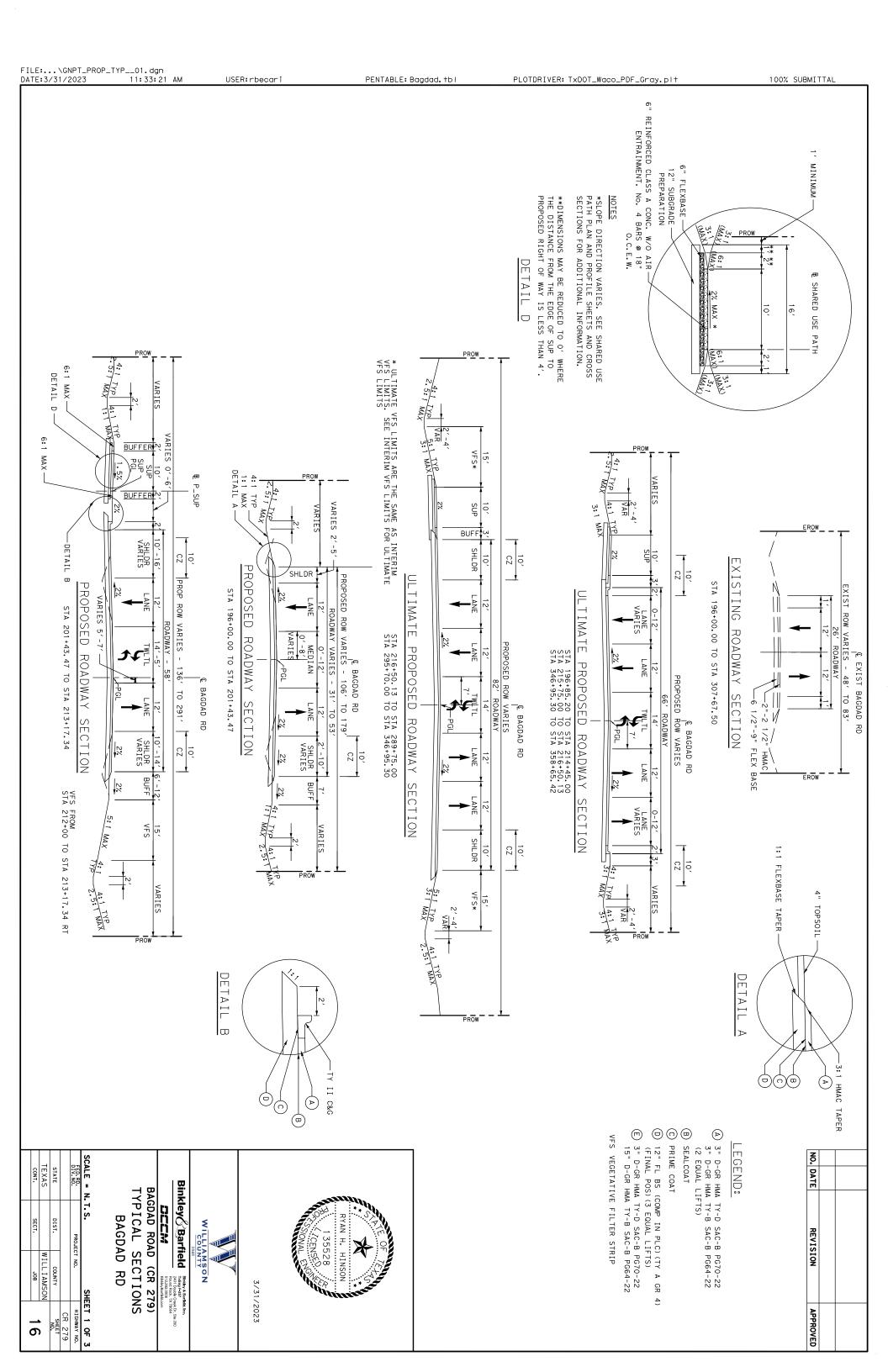
1" = 100'

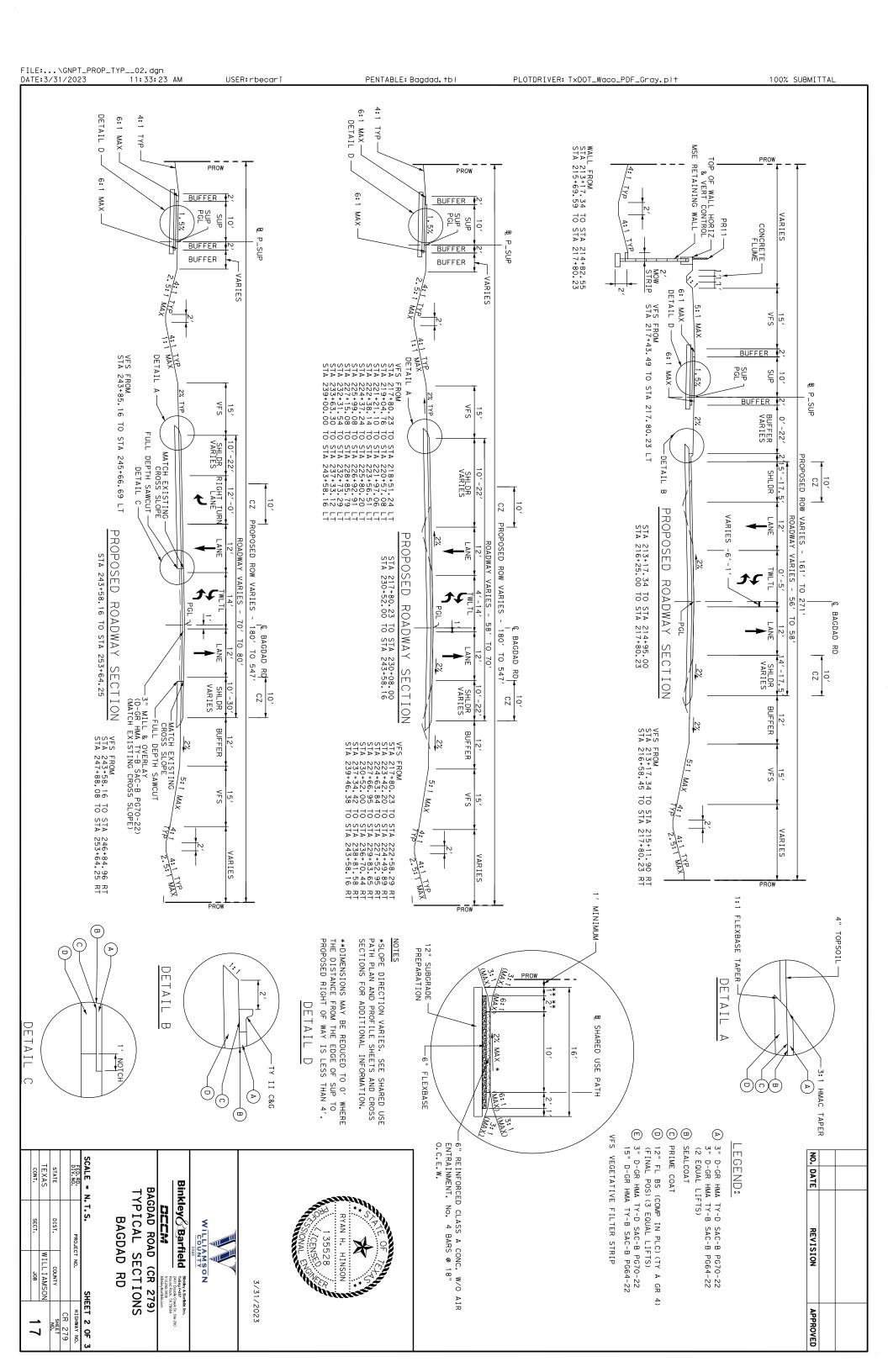
PROFESSIONAL LAND SURVEYORS

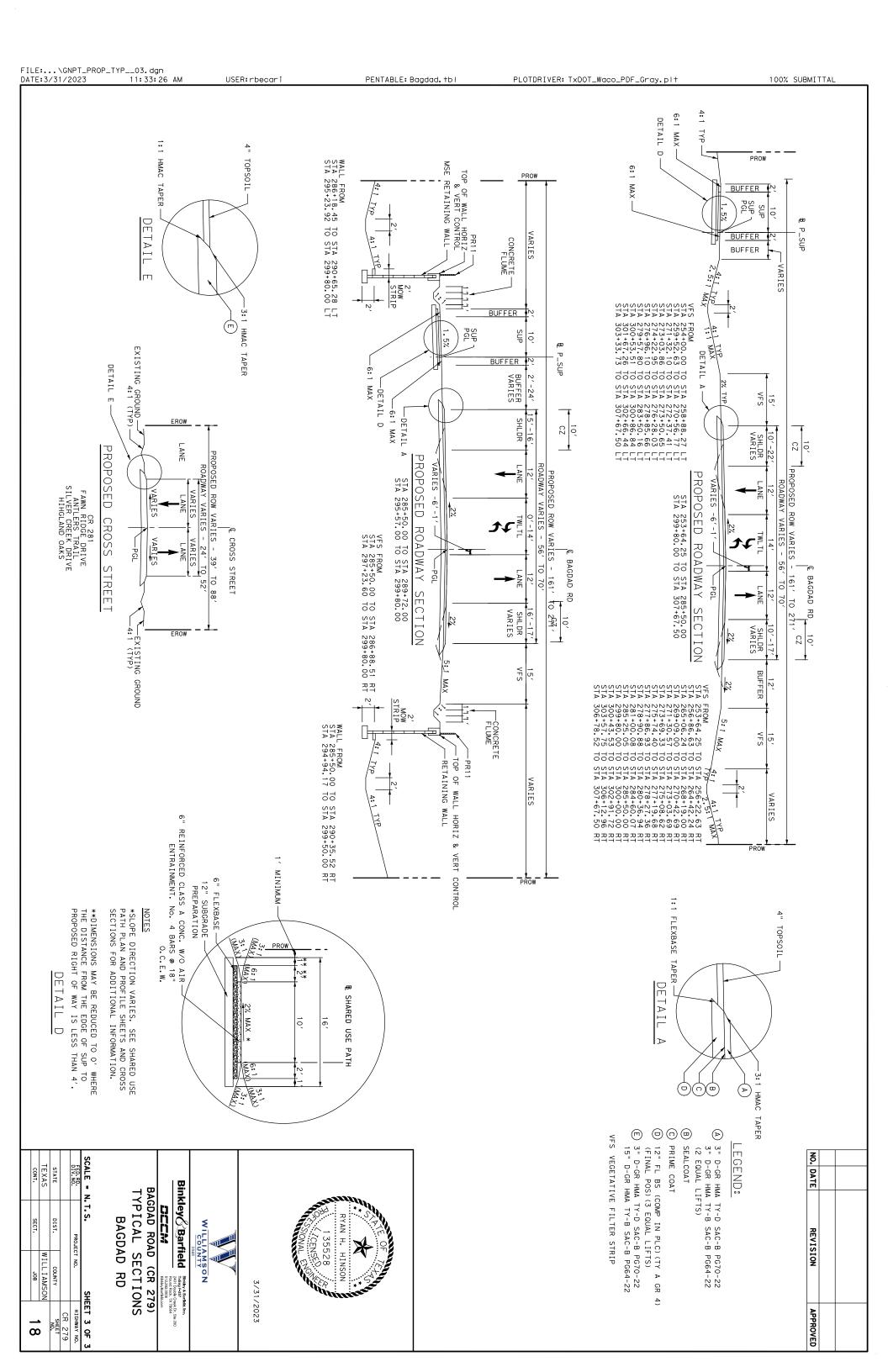
1504 CHISHOLM TRAIL RD. STE. 103 ROUND ROCK, TX. 78681 PH. (512) 238-1200, FAX (512) 238-1251

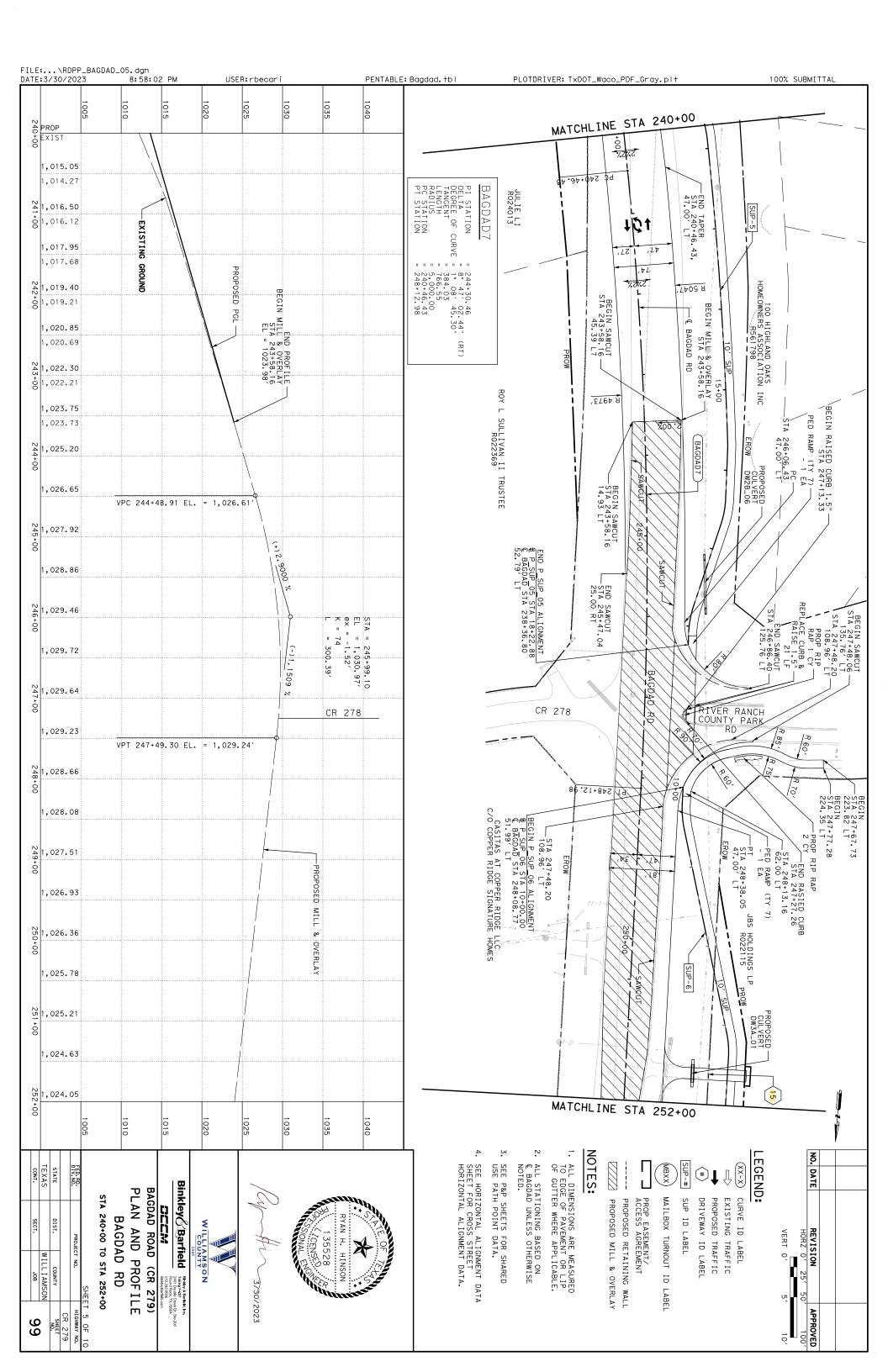
FIRM REGISTRATION NO. 100591-00 ■

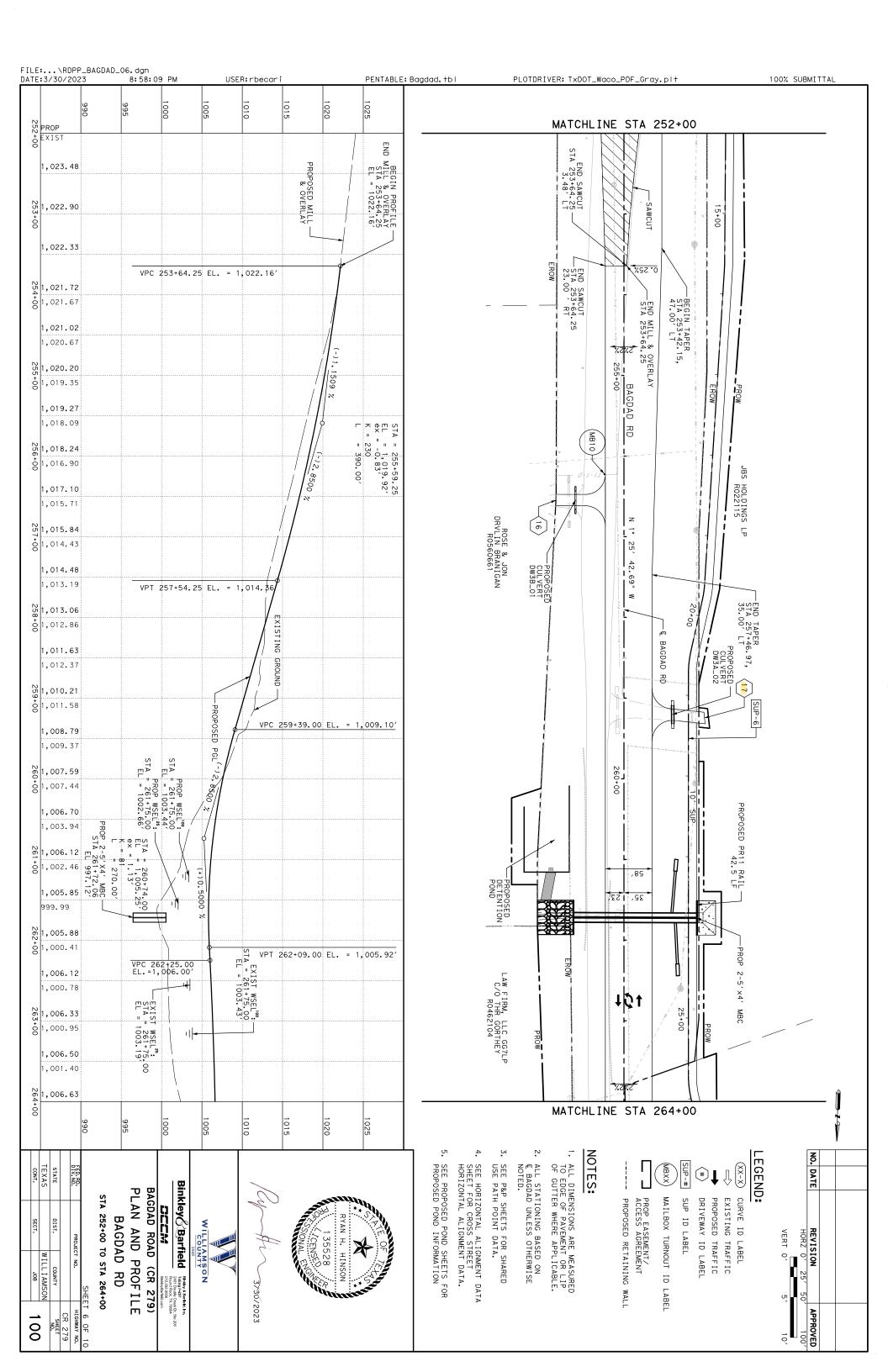


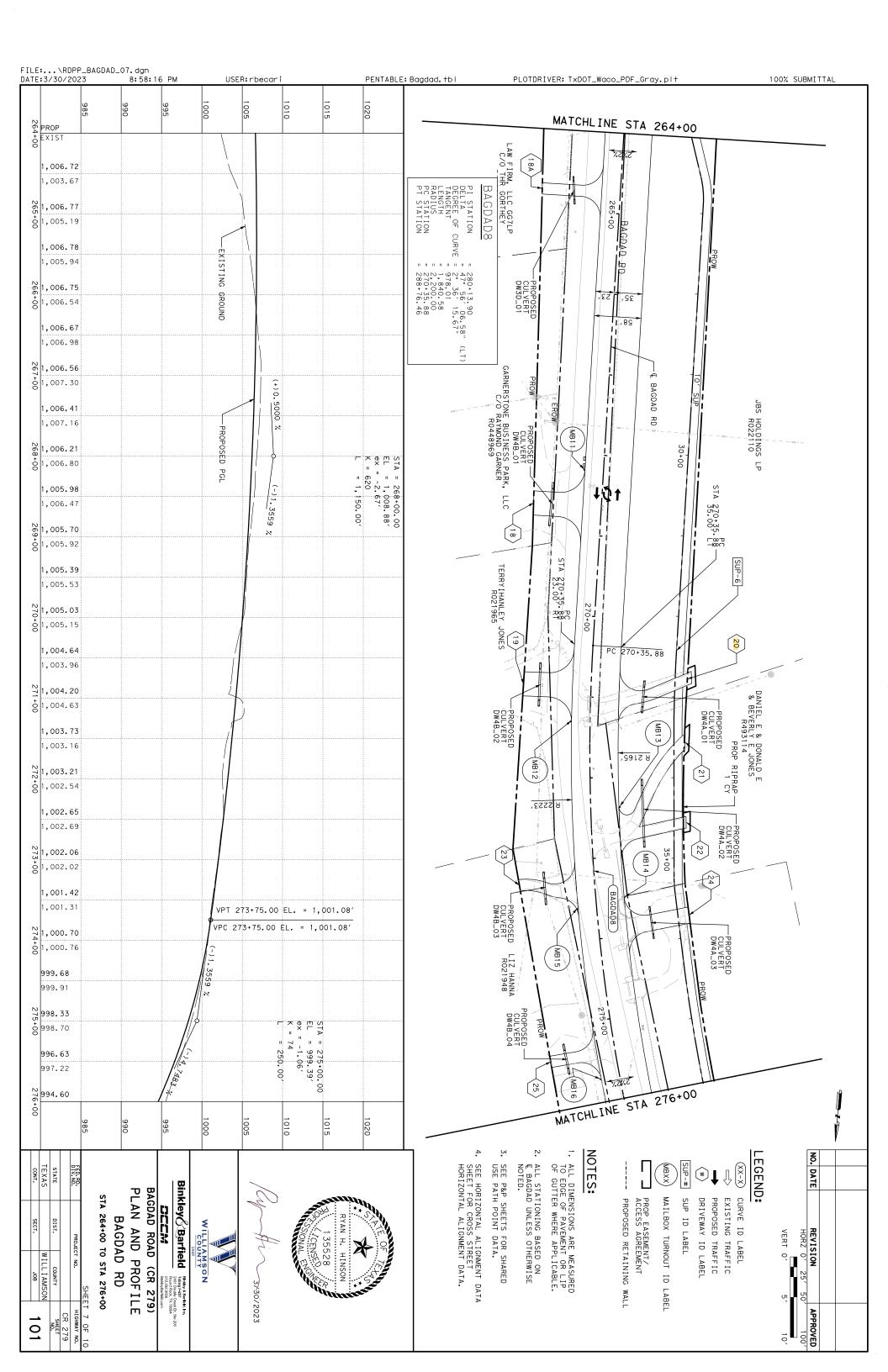


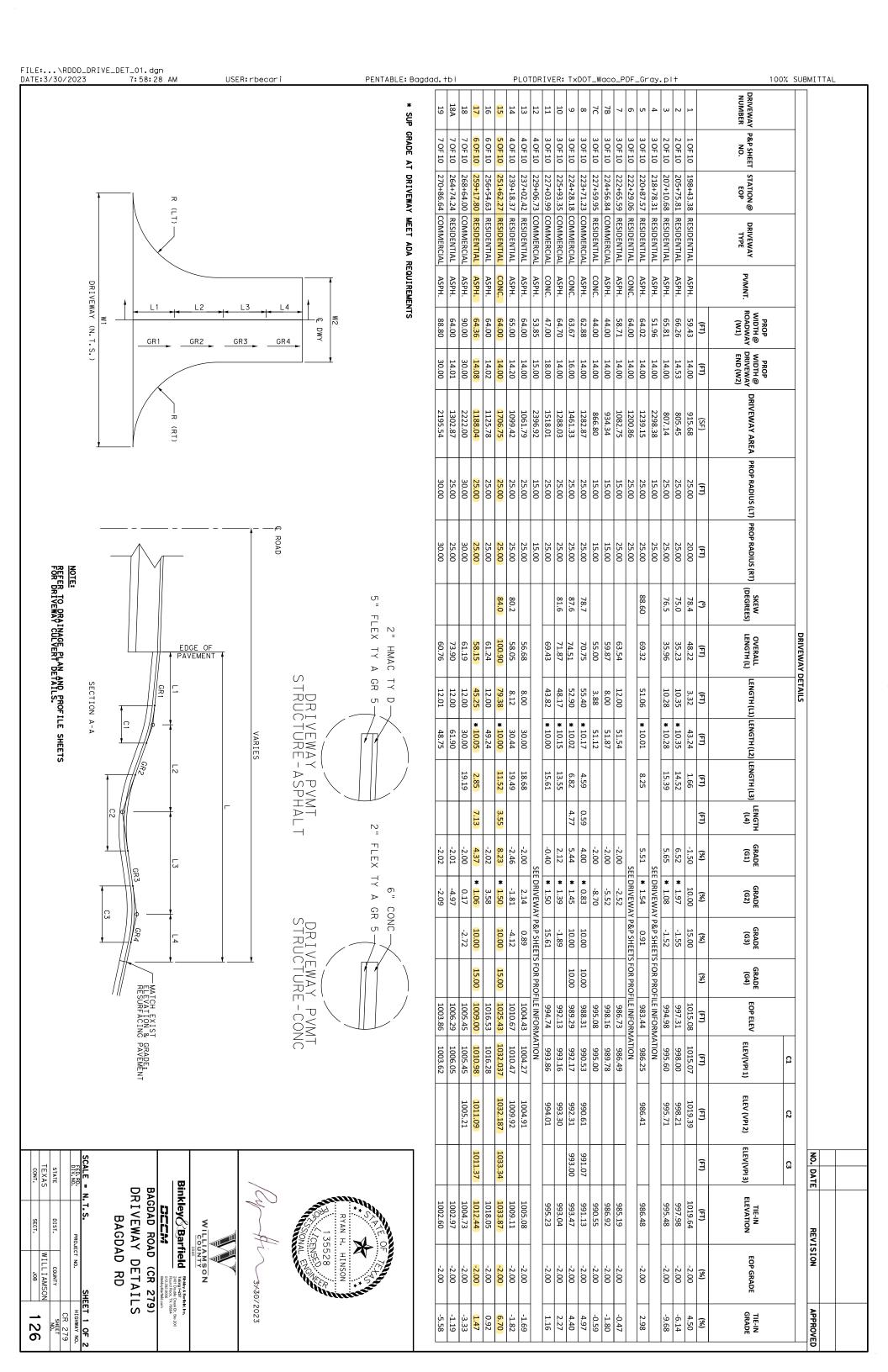


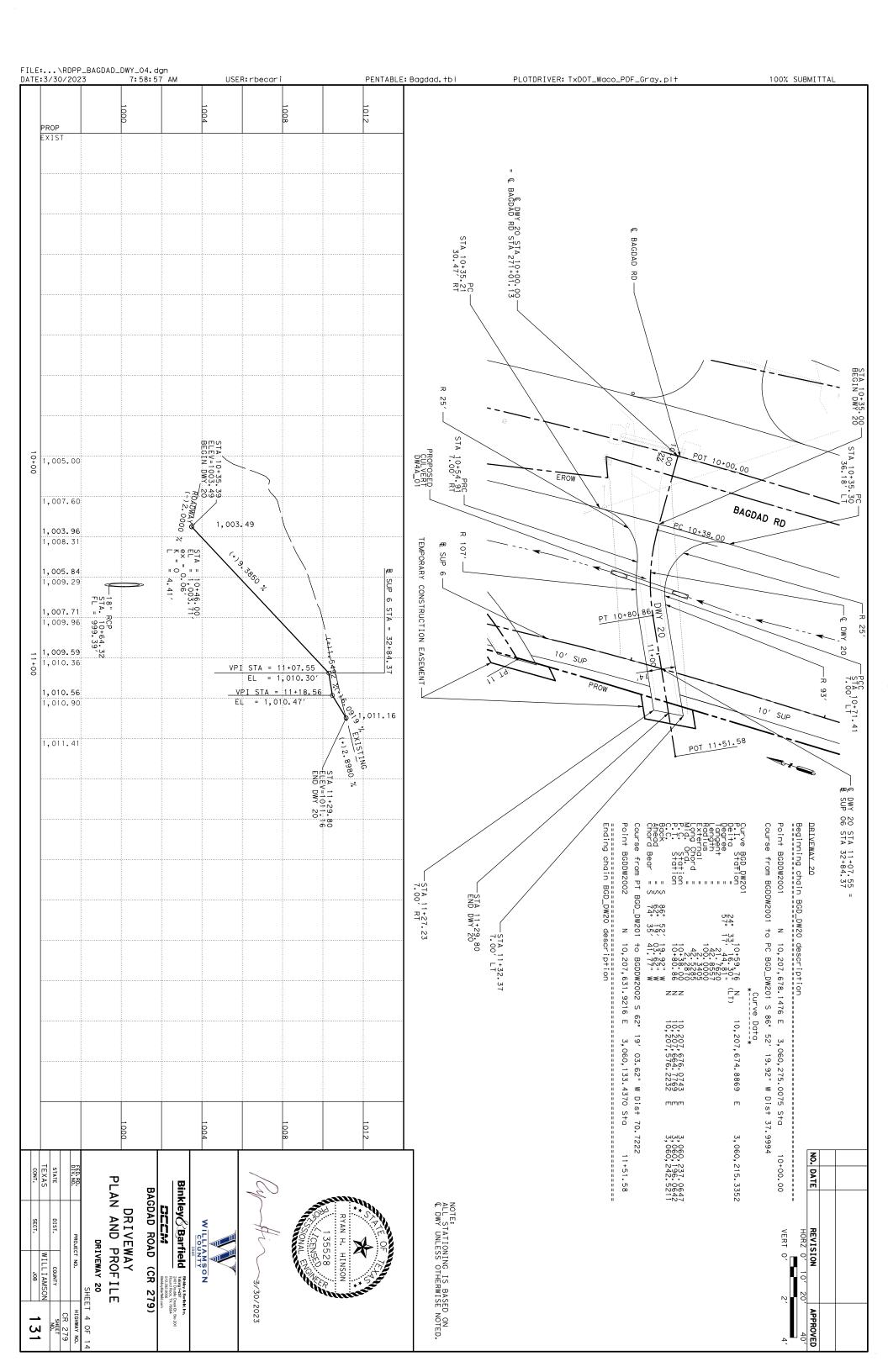


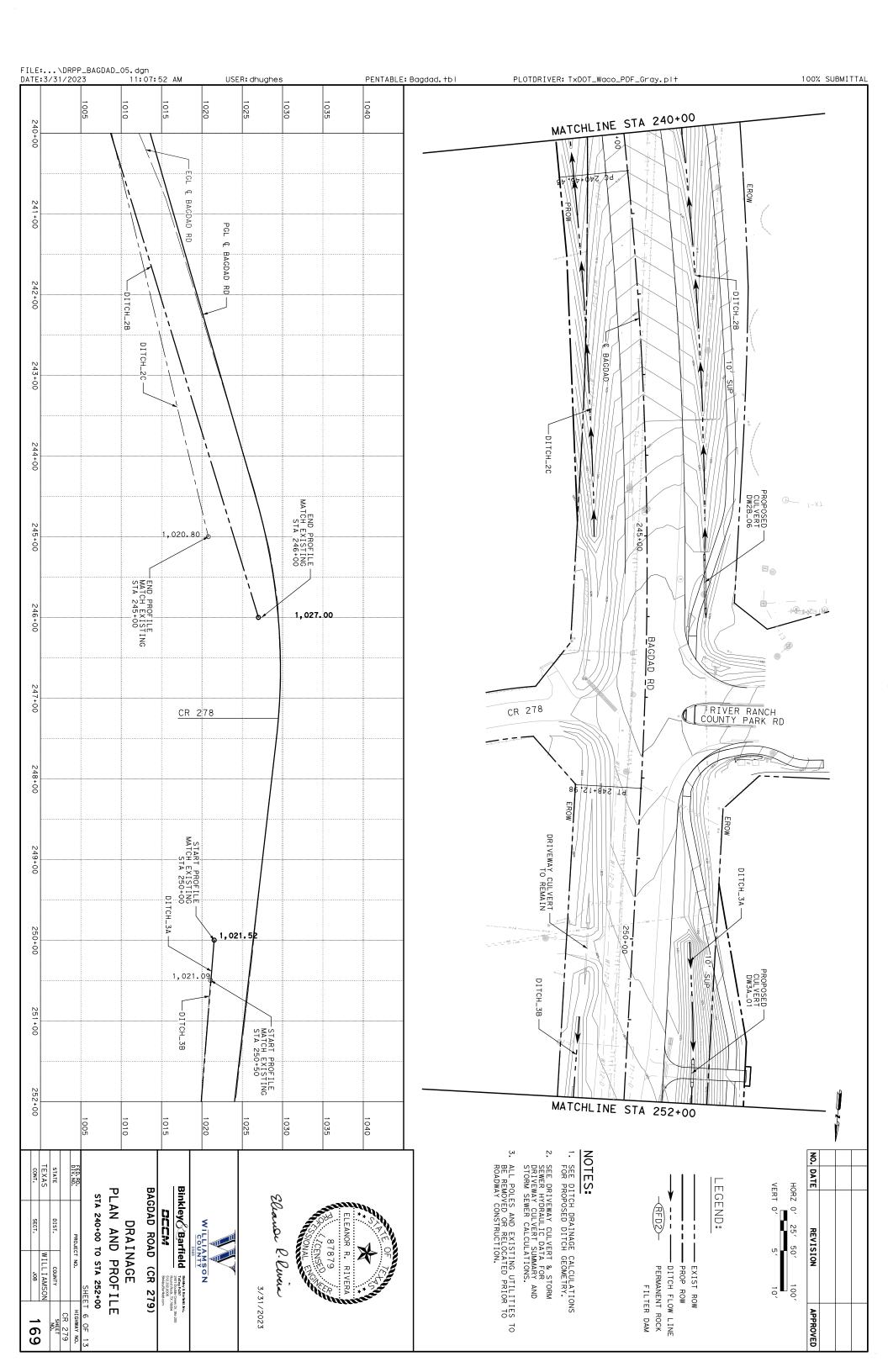


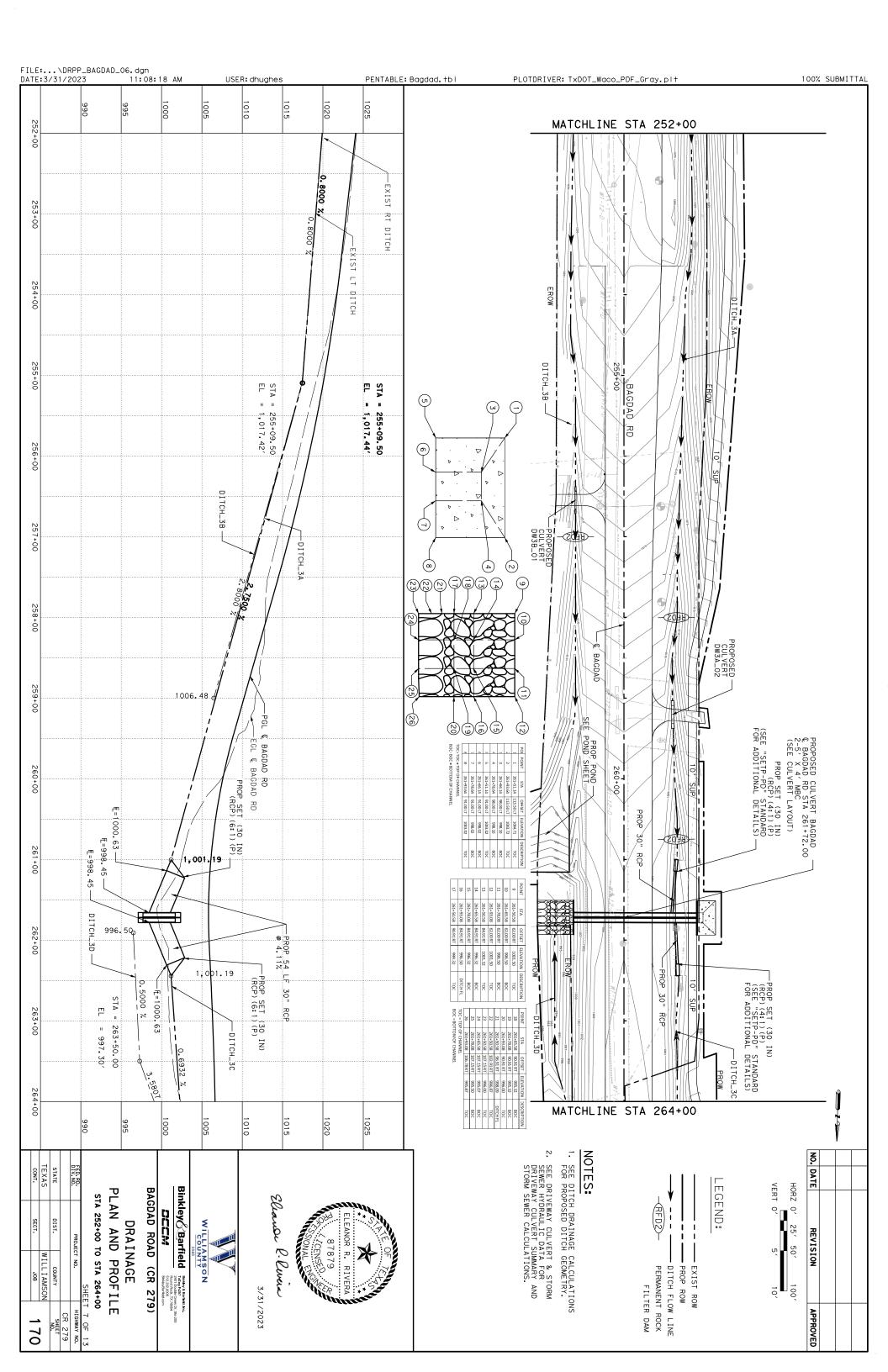


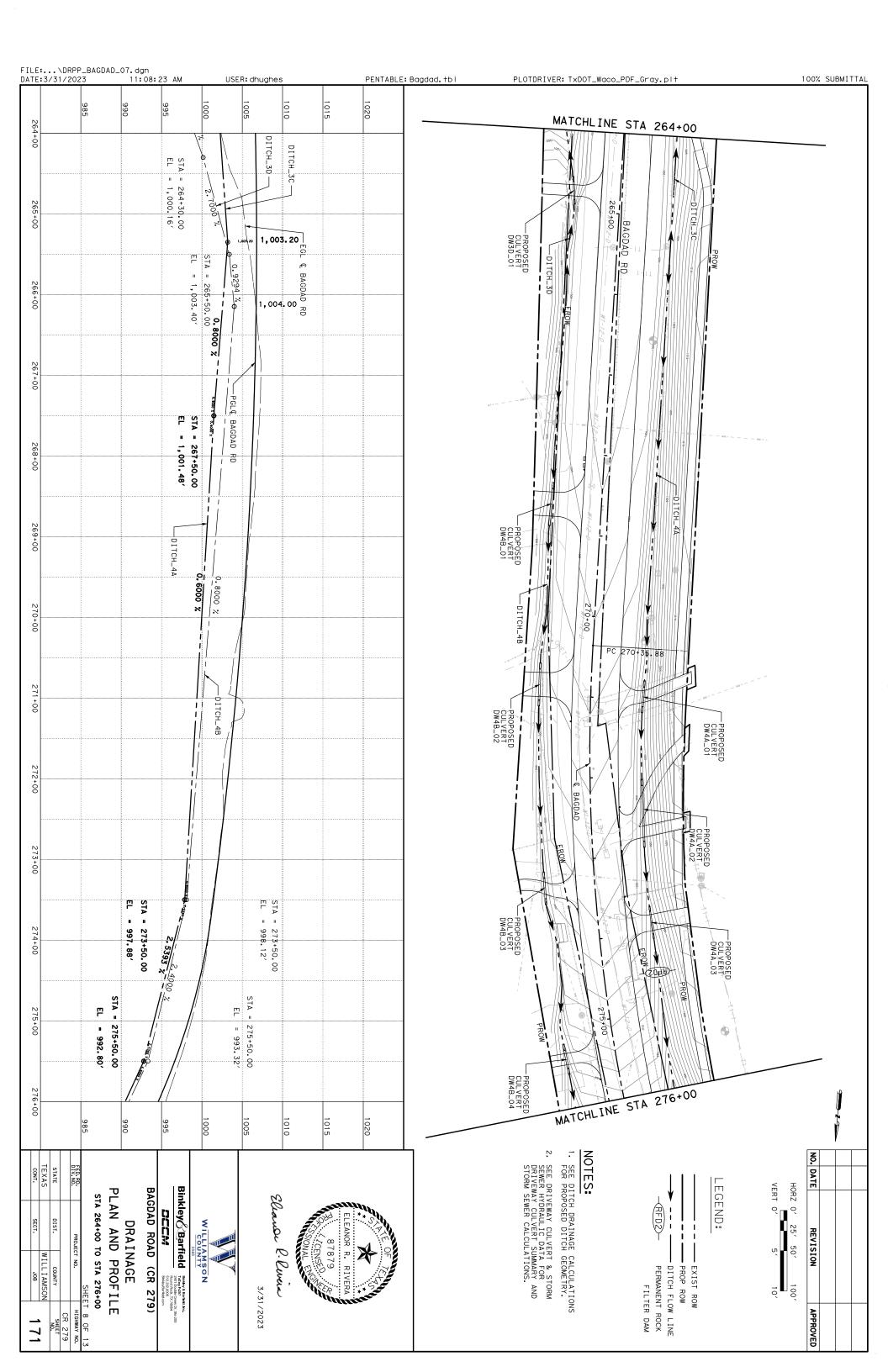












 ${\tt FILE:...} \\ {\tt PMLY\_SIGN\_PVMRK\_03.dgn}$ DATE:3/30/2023 9:17:09 PM USER:rbecari PENTABLE: Bagdad. +b1 PLOTDRIVER: TxDOT\_Waco\_PDF\_Gray.pl+ 100% SUBMITTAL MATCHLINE STA 240+00 MATCHLINE STA 252+00 STA 252+06.17 REPLACE EXISTING  $\bigcirc$ **9** (a) STA BEGIN(B) 240+46.45 20′ END(J) 244+06.39\_ 13.00' LT 1.00' RT (m) C-C BAGDAD F (7) (H) X2 @ 20′  $(\pm)$ ) E) K) 40, SIGN C-C (m) C-C BEGIN (C) (G) -END (M) STA 242+61.00 25.00' LT STA END(C)(G)
BEGIN (M)
STA 253+42.(25.00) LT -END J H B STA 241+16.34 13.00' LT 1.00' RT -STA 253+88.29 BEGIN ( (B) 4 253+88.29 00'LT ×(0) X E BEGIN (C) (G) -STA 245+06. 20°  $(\mathbf{Z})$ C-C P  $(\overline{\phantom{a}})$ 0 20′ ) (±) ◍  $^{\circ}$  $\bigcirc$ (m)BAGDAD 9 (I) 20, 50 RD EXISTING END (M)
-STA 257+46.91
25.00'LT  $\bigcirc$ STOP STA 246+55.70 [co Rd 279] D3-16 0 END © © -STA 246+06. REMAIN R3-9b  $\triangleright$ R1 -1 END (B) (H) X2 STA 246+06. 43 13.00' LT END (A) -STA 246+55.80 RIVER RANCH COUNTY PARK RD 260+18.52 CR 278 0 R3-9dP BEGIN (A) -STA 247+77.69 13.00' RT 86.S1+84S Tq -9b STA 260+18. 2 -BEGIN (A)
STA 248+38.29
37.00' LT EROW BEGIN B X2 BEGIN B X2 BEGIN B X2 STA 248+38.2 (7)  $(\pm)$ 20(±)×  $\overset{\times}{\sim}$ 9 BEGIN (C) (G) / STA 248+38.29 / 25.00' LT END (B)
STA 260+18, 29
13.00'LT
1.00'RT 40′ 29, (± 20′ (B) C-C EROW PROW (a) MATCHLINE STA 252+00 MATCHLINE STA 264+00 A RE PM W/RET REQ TY I (W) 4" (SLD)

B RE PM W/RET REQ TY I (Y) 4" (SLD)

C REFL PAV MRK TY I (W) 8" (SLD)

D REFL PAV MRK TY I (W) 24" (SLD)

E REFL PAV MRK TY I (W) (WORD)

F REFL PAV MRK TY I (W) (ARROW)

G RAISED PAV MRKR (REFL) TY II-C-C

H RAISED PAV MRK TY I (Y) 24" (SLD)

J REFL PAV MRK TY I (Y) 24" (SLD)

J REFL PAV MRK TY I (Y) 24" (BRK)

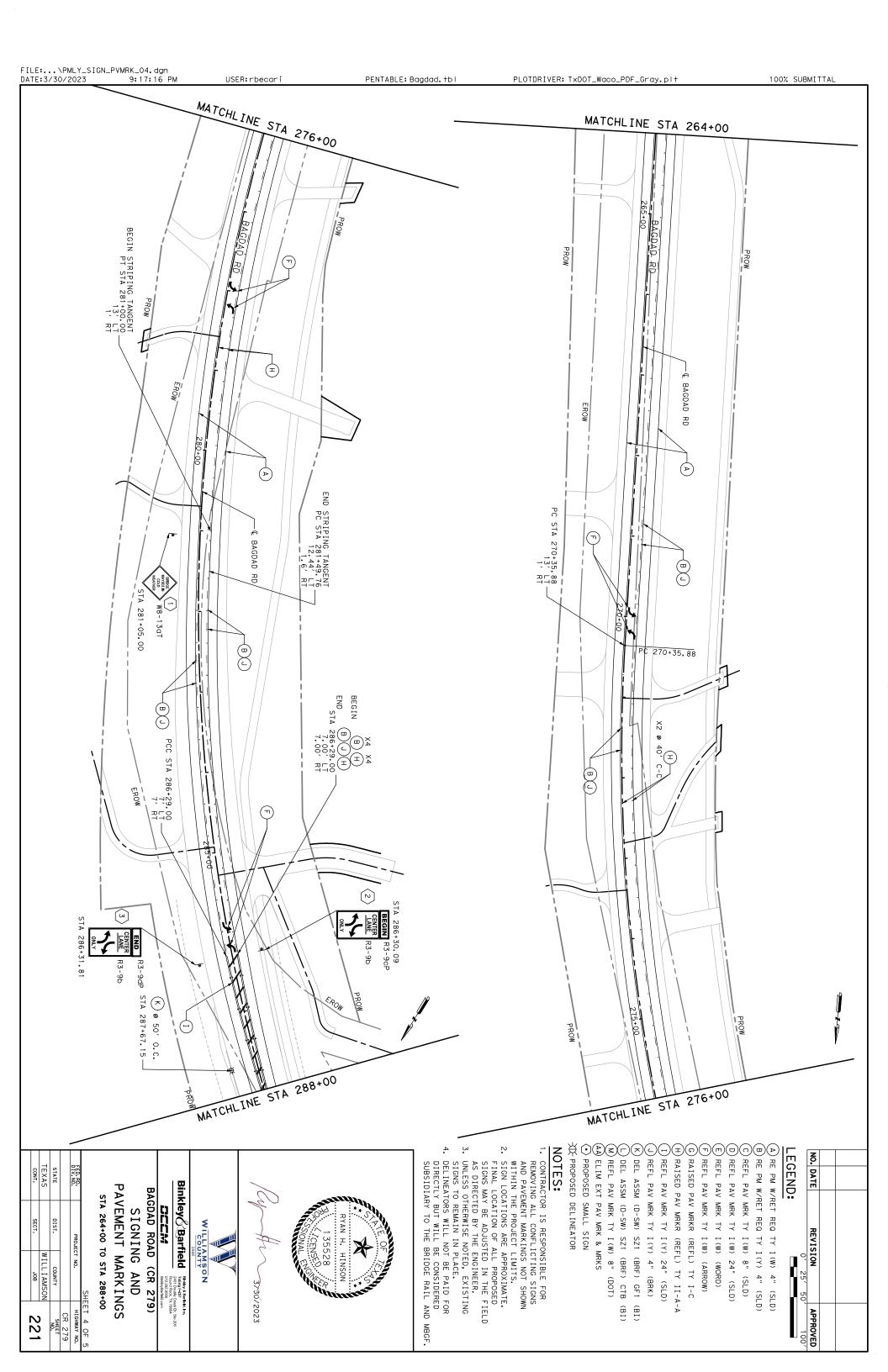
K DEL ASSM (D-SW) SZ1 (BRF) GF1 (BI)

L DEL ASSM (D-SW) SZ1 (BRF) CTB (BI)

M REFL PAV MRK TY I (W) 8" (DOT)

AA) ELIM EXT PAV MRK & MRKS

\* PROPOSED SMALL SIGN REMOVING ALL CONFLICTING SIGNS
AND PAVEMENT MARKINGS NOT SHOWN
WITHIN THE PROJECT LIMITS.
2. SIGN LOCATIONS ARE APPROXIMATE.
FINAL LOCATION OF ALL PROPOSED
SIGNS MAY BE ADJUSTED IN THE FIELD
AS DIRECTED BY THE ENGINEER.
3. UNLESS OTHERWISE NOTED, EXISTING
SIGNS TO REMAIN IN PLACE.
4. DELINEATORS WILL NOT BE PAID FOR
DIRECTLY BUT WILL BE CONSIDERED
SUBSIDIARY TO THE BRIDGE RAIL AND MBGF. NOTES: THE PROPOSED DELINEATOR LEGEND: NO. DATE TEXAS DIV. NO. STATE Binkley Barfield Banky & Banky & Bank Inc.
2010 Data Crest Dr. Star Crest Dr. Sta PAVEMENT MARKINGS BAGDAD ROAD (CR 279) STA 240+00 TO STA 264+00 SIGNING AND WILLIAMSON REVISION WILLIAMSON 25′ 3/30/2023 APPROVED 220



#### **EXHIBIT D**

#### DEED

County Road 279 Right of Way

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **JBS HOLDINGS**, **LP**, a Texas limited partnership, 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 1.918-acre (83,526 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 20**);

All of that certain 0.801-acre (34,899 square foot) tract of land, out of and situated in the Henry Field Survey, Abstract No. 233, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" 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 located on or adjacent to the Property.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

The following restrictive covenants (the "Covenants") are hereby imposed upon the Property, will run with the land comprising the Property, and will be binding upon Grantee and its successors and assigns and benefit and be enforceable by Grantor, and its successors and assigns:

(1) The Property may be used, improved and maintained solely for any legally authorized public use under Texas law, including specifically construction and maintenance of County Road 279 right of way, sidewalk/shared use path, and related drainage improvements and public utilities therein (the "CR 279 Improvements"). In the event that Grantee abandons use of the Property for public roadway purposes after construction of the CR 279 Improvements, Grantee shall not thereafter convey title to the Property to any party without first granting Grantor the option to repurchase it pursuant to the requirements of Texas Local Government Code, Section 272.001 or Section 263.002, Texas Transportation Code, Section 251.058(b) or their successors, or other applicable Texas law regarding the disposal of real property by Grantee.

(2) If, at any time in the future, Grantor or its successors and assigns desire to apply
for permits to construct additional driveways onto County Road 279 or relocate one or more of
the existing CR 279 Driveways, Grantee agrees to cooperate with Grantor to allow such
construction or relocation, and to review and approve any related permits or plans so long as
the plans for and locations of the driveways conform with Grantee's driveway standards as they
exist on the date of application. Grantee further agrees to cooperate with Grantor in connection
with any applications by Grantor for approvals from any governmental entities with jurisdiction
over curb cuts from Grantor's remainder property onto County Road 279 (including Grantee
itself, if applicable).

(3) The CR 279 Improvements must include appropriate facilities for the collection
of all drainage and/or stormwater runoff from the Property and the related County Road 279
right of way as required by any applicable Williamson County Design Criteria. No additiona
stormwater runoff or drainage may be diverted onto Grantor's remainder property from the CF
279 Improvements without an express easement for such drainage granted by Grantor, and any
such easement will be at Grantee's sole cost.

IN WITNESS WHEREOF, this instrument is executed on this the	day of _	
202		

[signature page follows]

GRANTOR:	
JBS HOLDINGS, LP	
By: JBSH Management, LLC, its ge	neral partner
By:	
Name: Title:	
	<u>ACKNOWLEDGMENT</u>
CTATE OF TEVAC	
STATE OF TEXAS  COUNTY OF	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
This instrument was acknown 202 byrecited therein.	owledged before me on this the day of,
	Notary Public, State of Texas
PREPARED IN THE OFFICE	
	Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664
GRANTEE'S MAILING ADDRE	
	Williamson County, Texas Attn: County Auditor
	710 Main Street, Suite 101
	Georgetown, Texas 78626

# AFTER RECORDING RETURN TO:

**Commissioners Court - Regular Session** 

**Meeting Date:** 01/23/2024

Hero Way 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 Richard Cantu and Sally Cantu for 0.002 acres of ROW needed on Hero Way. (Parcel 208) Funding Source: Road Bonds P326

#### **Background**

#### **Fiscal Impact**

From/To	Acct No.	Description	Amount

#### **Attachments**

#### Contract

#### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 10:08 AM

Form Started By: Charlie Crossfield
Final Approval Date: 01/18/2024

Started On: 01/17/2024 05:02 PM

64.

# REAL ESTATE CONTRACT Hero Way @ RM 2243 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between RICHARD CANTU AND SALLY CANTU (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 0.002-acre tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 208);

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 EIGHT HUNDRED EIGHTY-FOUR and 00/100 Dollars (\$884.00).
- 2.01.1 Additional Compensation for the purchase of any improvements on the Property, and for any damage or cost to cure the remaining property of Seller, shall be the sum of SIX THOUSAND SIX HUNDRED and 00/100 Dollars (\$6,600).

#### 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 Texas National Title Company on or before December 31, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

# Seller's Obligations at Closing

#### 5.02. At the Closing Seller shall:

- (1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property 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.

#### **Prorations**

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing, but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

# **Closing Costs**

- 5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:
  - (1) Owner's Title Policy and survey to be paid by Purchaser.
  - (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
  - (3) All other closing costs shall be paid by Purchaser.
  - (4) Attorney's fees paid by each respectively.

#### ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

#### ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

#### ARTICLE VIII MISCELLANEOUS

#### **Notice**

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

## Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

#### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

## **Legal Construction**

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

#### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

#### Time of Essence

8.06. Time is of the essence in this Contract.

#### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa unless the context requires otherwise.

## Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

# Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

#### Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

#### Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

# Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 31, 2023, to enter and possess the Property for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, 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:			
RICHARD CANTU			
Ву:	Address:_	7170 FM 2243 G&6R6&70WN	, <u>TX 7</u> 867
Name: RICHARD DANTE CANTU			
Date: 1/3/2024			
SELLER:			
SALLY CANTU			
By: Sally lanh	Address:	7170 FM 721	13 TX 78628
Name: SALLY CANTU	<u></u>	<u> </u>	
Date: 1/3/2024			

PURCHASER:	: •		• .	-	
			•		
WILLIAMSON COU	JNTY, TEXAS				
By: Bill Gravell, Jr.			Address:	710 Main St Georgetown	reet, Suite 101 Texas 78626
 County Judge				O O O O O O O O O	, x 0xus 70020
Date:	<del>-</del>				

# EXHIBIT A

County:

Williamson

Parcel:

208

Highway: FM 2243

### METES & BOUNDS DESCRIPTION FOR PARCEL 208

METES & BOUNDS DESCRIPTION FOR A 0.002 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 11.955 ACRE TRACT OF LAND AS CONVEYED TO RICHARD CANTU AND SALLY CANTU BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020025709 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.002 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 TXDOT Type I concrete right-of-way monument found on the curving northwest right-of-way line of FM 2243 (80 feet wide) as dedicated by instruments recorded in Volume 409, Page 78 and Volume 409, Page 377, both of the Deed Records of Williamson County, Texas, on the southeast line of a called 6.00 acre tract of land described as Tract 1 as conveyed to J&M, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2018103155 of the Official Public Records of Williamson County, Texas, from which a 3/8-inch iron pipe found at the most southerly corner of said J&M Tract 1, and at the most easterly corner of a called 20.92 acre tract of land as conveyed to LCRA Transmission Services Corporation by General Warranty Deed recorded in Document Number 2016061302 of the Official Public Records of Williamson County, Texas, bears S 34°06'25" W a distance of 147.13 feet; Thence, with the northwest right-of-way line of said FM 2243 and the southeast line of said J&M Tract 1, along a curve to the right, pass a 1/2-inch iron rod found at the most easterly corner of said J&M Tract 1, and at the most southerly corner of a called 1.00 acre tract of land described as Tract 2 as conveyed to J&M, LLC by said Warranty Deed with Vendor's Lien recorded in Document Number 2018103155 of the Official Public Records of Williamson County, Texas, at an arc distance of 101.08 feet, and continuing on with the northwest right-of-way line of said FM 2243 and the southeast line of said J&M Tract 2, for a total arc distance of 287.20 feet, having a radius of 1,185.92 feet, a central angle of 13°52'32" and a chord which bears N 40°56'22" E a distance of 286.50 feet to a 3/8inch iron pipe found at the most southerly corner of the above described Cantu Tract, and at the most easterly corner of said J&M Tract 2, for the most southerly corner and POINT OF BEGINNING of the herein described tract, from which a found 3/4-inch square iron bolt, bears \$ 04°59'42" W a distance of 0.90 feet;

THENCE, with the southwest line of said Cantu Tract and the northeast line of said J&M Tract 2, N 48°30'09" W a distance of 13.70 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,206.59, E: 3,093,246.84) set for the northwest corner of the herein described tract, 252.00 feet left of FM 2243 baseline station 222+61.71, from which a 3/4-inch iron pipe found on the line common to said J&M Tract 2 and said Cantu Tract, bears N 48°30'09" W a distance of 197.22 feet;

THENCE, over and across said Cantu Tract, S 82°24'01" E a distance of 17.90 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the northwest right-of-way line of said FM 2243 and the southeast line of said Cantu Tract, for the beginning of a non-tangent curve to the left and the northeast corner of the herein described tract, 252.00 feet left of FM 2243 baseline station 222+79.61, from which a 1/2-inch iron rod found at an exterior corner of said Cantu Tract, and at the most easterly corner of a called 2,0000 acre tract of land as conveyed to Daniel T. Saccone by Warranty Deed with Vendor's Lien recorded in Document Number 2017036082 of the Official Public Records of Williamson County, Texas, bears along a curve to the right, an arc distance of 302.25 feet, having a radius of 1,185.92 feet, a central angle of 14°36'10" and a chord which bears S 55°39'51" W a distance of 301.43 feet;

THENCE, with the northwest right-of-way line of said FM 2243 and the southeast line of said Cantu Tract, along said curve to the left, an arc distance of 10.05 feet, having a radius of 1,185.92 feet, a central angle of 00°29'08" and a chord which bears S 48°07'12" W a distance of 10.05 feet to the **POINT OF BEGINNING** and containing 0.002 acre (68 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.

09/18/2023

Date

Jonathan O. Nobles RPLS Number 5777

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

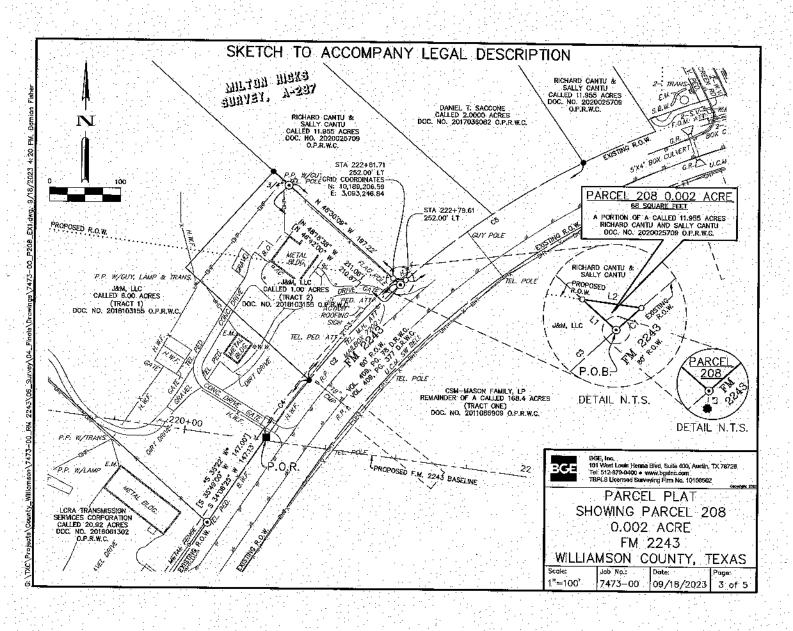
Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502

Client: Williamson County

Date: September 18, 2023

Project Number: 7473-00



-DHT-

-Di45

10.3

LEGEND. В. BOLLARD BLDG. BUILDING 8:0. BUILDING OVERHANG B.W.F. BARBED WIRE FENCE CMP CORRUGATED METAL PIPE CONC. CONCRETE DOC. DOCUMENT DEED RECORDS OF WILLIAMSON COUNTY ELECTRIC METER EASEMENT D.R.W.C. E.M. ESMT. G.P. GATE POST H.W.F. HOG WIRE FENCE N.T.S. NOT TO SCALE O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY O.P.R.W.C. OFFICIAL RECORDS OF WILLIAMSON COUNTY PFD. PEDESTAL POINT OF BEGINNING POINT OF REFERENCE POWER POLE P.O.B. P.O.R. PVC POLYVINYL CHLORIDE PIPE TEL. TELEPHONE TRANS. TRANSFORMER U.C.M. UNDERGROUND CABLE MARKER W.W. WATER WELL RECORD INFO FOR DOC. NO. 2018103155 O.P.R.W.C. RECORD INFO FOR DOC. NO. 2020025709 O.P.R.W.C. RECORD INFO FOR TXDOT FM 2243 R.O.W. MAP DATED MAY 1955 & VOL. 409, PG. 78 FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
FOUND 3/8" IRON PIPE (UNLESS OTHERWISE NOTED
FOUND TXDOT TYPE I CONCRETE R.O.W. MONUMENT FOUND 3/4" SQUARE BOLT SET 1/2" IRON ROD W/CAP "WILCO ROW 5777" WIRE FENCE METAL FENCE

OVERHEAD TELEPHONE

OVERHEAD POWER EDGE OF ASPHALT SCHEDULE B ITEM

	<u> </u>	
	LINE TABLE	
NUMBER	BEARING	DISTANCE
LI .	N 48'30'09" W	13.70'
L2	5. 82'24'01" E	17.90
L3	S 04 59'42" W	0.90

		C	URVE TA	BLE	
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
С1	10.05	1,185.92	0"29"08"	S 48'07'12". W	10.05
C2	287.20	1,185.92	13 52 32	N 40'56'22" E	286.50
C3	186.12'	1,185,92	8 59 32"	N 43'22'52" E	185.93
C4	101.08	1,185,92	4'53'00"	N 36'26'36" E	101.05
C5	302.25	1,185.92	14'36'10"	S 55'39'51" W	301.43

<u> </u>	<u> 18   18   18   18   18   18   18   18 </u>	RECOR	D CURVE	TABLE	
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
*C1*		*1,185.92'*			
[C1]		{1,185.92'}			
*C2*		*1,185.92'*			
[C3]	[186.25']	[1,185.91*]	[8'59'55"]	[S 4510'21" W]	[186.06']
[C4]	[100.97]	[1,185.91]	[4'52'41"]	[S 3814'02" W]	[100.94']
*C5*		•1,185.92			

BGE

BGE, Inc. 101 West Louis Henna Blvd, Suite 400, Austin, TX 76728 Tal: 512-879-0400 • www.bgsinc.com TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT
SHOWING PARCEL 208
0.002 ACRE
FM 2243

WILLIAMSON COUNTY, TEXAS
Scole: Job No.: | Dote: | Pager

1<sup>n</sup>=100' 7473-00' (

09/18/2023 4 of 5

- 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-166318, DATED EFFECTIVE AUGUST 17, 2022 AND ISSUED ON AUGUST 26, 2022

#### RESTRICTIVE COVENANT AND EASEMENT NOTES:

- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN AGREEMENT OF RECORD IN VOLUME 804, PAGE 350 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, <u>DO AFFECT</u> THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-042-00 OF RECORD IN DOCUMENT NO. 2017/011287 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.8 ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A DEDICATED OR UNDEDICATED PUBLIC OR PRIVATE ROADWAY (TO INCLUDE BUT NOT LIMITED TO THAT PORTION OF AN ABANDONED ROAD MENTIONED IN VOLUME 528, PAGE 6; VOLUME 590, PAGE 632 AND VOLUME 804, PAGE 342, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.)

  DOES AFFECT THE SUBJECT TRACT.
- 10.9 CERTIFICATE OF ATTACHMENT TO REAL ESTATE RECORDED IN DOCUMENT NO. 9713670, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, <u>DOES AFFECT</u> 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.

JONATHAN O. NOBLES

STORY

SURVE

09/18/2023

JONATHAN O. NOBLES RPLS NO. 5777 BGE, INC.

101 WEST LOUIS HENNA BLVD., SUITE 400 AUSTIN, TEXAS 78728

TELEPHONE: (512) 879-0400

BGE

BGE, Inc. 101 West Louis Henria Blvd, Suila 400, Austin, TX 78728 Tal: 512-679-0400 = www.bgelno.com TBPLS Licensed Surveying Fran No. 10106502

0.1/1

PARCEL PLAT SHOWING PARCEL 208 0.002 ACRE FM 2243

WILLIAMSON COUNTY, TEXAS

1\*=100°

7473-00

09/18/2023

5 of 5

\TXC\Projects\County\_Williamson\7473-00\_RM 2

## EXHIBIT B

Parcel 208

# DEED Hero Way @ RM 2243 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 RICHARD CANTU AND SALLY CANTU, 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 0.002-acre tract of land out of the Milton Hicks Survey, Abstract No. 287, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (Parcel 208);

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 3<sup>2</sup> day of 5224, 2023.

[signature pages follow]

GRANTOR:	
RICHARD CANTU	
By:	
	<u>ACKNOWLEDGMENT</u>
STATE OF TEXAS	
COUNTY OF	. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
This instrument v	vas acknowledged before me on this the day of,
2023 by	in the capacity and for the purposes and consideration recited
therein.	프로그램 이번 보는 그들은 사람들이 보면 그렇게 하면 함께 보다고
	Notary Public, State of Texas

GRANTOR:		
SALLY CANTU		
By:		
	<u>ACKNOWLEDGMENT</u>	
STATE OF TEXAS	§	
COUNTY OF	\$ \$ \$	
This instrument wa	ns acknowledged before me on this the day of _	
	in the capacity and for the purposes and conside	ration recited
therein.	Notary Public, State of Texas	
	경기가 되었다. 그를 기타고 있는 그를 기가 말하고 말하였다. 그렇게 그림 그는 사람들은 사람들이 보고 있는 것을 보고 있다. 그들을	
PREPARED IN THE OF	FICE OF: Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664	
PREPARED IN THE OF  GRANTEE'S MAILING A	Sheets & Crossfield, PLLC 309 East Main Round Rock, Texas 78664	

AFTER RECORDING RETURN TO:

**Commissioners Court - Regular Session** 

**Meeting Date:** 01/23/2024

Letter Agreement

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

**Department:** Road Bond

Agenda Category: Regular Agenda Items

### Information

### Agenda Item

Discuss, consider and take appropriate action on a letter agreement with Jan O'Connell and Patrick O'Connell for a drainage easement needed on the Sam Bass Road /Corridor H project (Parcel 60DE). Funding Source: Road Bonds P462

### **Background**

### **Fiscal Impact**

From/To	Acct No.	Description	Amount
110111/10	Acct No.	Description	Amount

### **Attachments**

### Agreement

### Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 10:09 AM

Form Started By: Charlie Crossfield Started On: 01/17/2024 05:05 PM Final Approval Date: 01/18/2024

65.

# Sheets & Crossfield, PLLC

### ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246
Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

October 4, 2023

### Via e-mail mnavarre@bnsfirm.com

Jan & Patrick O'Connell c/o Michael L. Navarre Beatty Navarre Strama P.C. 901 S. MoPac Expressway Building 1, Suite 200 Austin, Texas 78746

Re: Williamson County—Sam Bass/Corridor H Project

Parcel 60DE

Dear Mr. Navarre:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent drainage easement by Williamson County, Texas (the "County") in and across portions of the property owned by Jan & Partick O'Connell ("Owner") as part of the County's proposed Sam Bass Road/Corridor H improvements ("Project").

By execution of this letter the parties agree as follows:

- 1. In return for Owner's delivery to County of a fully executed and acknowledged Drainage and Detention Pond Easement ("Easement") in and to 0.399 acre of land, such rights to be granted in the form as set out in Exhibit "A" attached hereto and incorporated herein, free and clear of any monetary liens and encumbrances, County shall pay Owner the sum of \$488,271.00 in cash or other readily available funds ("Purchase Price").
- 2. The Closing and completion of this transaction shall take place at Texas National Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title

Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after November 30, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction project of County.

To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs Sheets & Crossfield, PLLC

[signature pages follow]

Jan O'Connell  Date: 1/12/2024
Partick O'Connell  Date: 1/2/29
ACCEPTED AND AGREED:  COUNTY OF WILLIAMSON, TEXAS
By:Bill Gravell, Jr. County Judge

Date:\_\_\_\_\_

**AGREED:** 

EXHIBIT "A" FORM OF EASEMENT FOLLOWS

### DRAINAGE AND DETENTION POND EASEMENT

Sam Bass Road/Corridor H

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

"Grantee", whether one or more, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as "Grantee", receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described property:

BEING 0.399 acre (17,377 SF) of land out of the W. Kincaid Survey, Abstract No. 374, Williamson County, Texas, and being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (hereinafter sometimes referred to as the "Property") (Parcel 60).

The perpetual Easement, right-of-way, rights and privileges herein granted shall be used for the following purposes:

A permanent storm water drainage and detention pond easement for the opening, constructing, installing, operating, maintaining, repairing, inspecting, monitoring and replacing earthen and vegetative material lined detention pond(s) ("Ponds"), along with any intake or outfall drainage structures, appurtenances and grading which may be necessary to facilitate the proper drainage and temporary detention of storm water for the adjacent Sam Bass/Corridor H roadway improvements and appurtenances (the "Project"), together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to the Easement directly from the adjacent public road right of way or adjacent easement owned or possessed by Grantee, its successors and assigns, for the purpose of making improvements, modifications, repairs, or maintenance (the "Easement").

The perpetual Easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee, to trim, cut, fell, mow, and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the Easement. Grantor, its successors and assigns, shall be permitted, but not obligated, to mow or otherwise maintain the vegetative surface of the Property, including removal of loose debris, as reasonably necessary to ensure the appearance and function of the Easement.

The perpetual Easement, right-of-way, rights and privileges granted herein are exclusive with respect to surface stormwater detention use, aside from the Grantor's permitted use of the Easement with respect to surface stormwater detention use, however Grantor may convey other easement or non-conflicting rights within or otherwise permit use of the Property covered by this grant that do not interfere with the purpose or function of any improvements placed thereon or made to the Property, or the maintenance of the surface of the Property for storm water drainage and temporary detention, but only with the express prior written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed.

Grantor shall not, without prior consent of Grantee, (i) construct or place or allow to be constructed or placed, any fences, houses, buildings, structures, pavement, or other improvements or obstructions, whether temporary or permanent, or plant or locate any trees, vegetation, or shrubs on the Property; or (ii) change the grade of the Property or Easement. Grantee agrees and represents that it shall not unreasonably withhold its consent. Grantee agrees and represents that it will not oppose any request or action by the Grantor to merge the property containing the Easement with the property located at 3803 Sam Bass Road, Round Rock, Texas 78681.

Subject to the foregoing provisions, Grantor specifically reserves the right unto itself, its successors and assigns, the right to use the surface of the Property to the extent that such use does not interfere with, restrict, or otherwise impair Grantee's use and enjoyment of the Property and Easement for the full extent of the purposes conveyed herein.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment or carrying out the purposes of this Easement. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property adjacent to the Property which is the result of actions outside the granted purposes of this Easement.

Grantor reserves all oil, gas, and other minerals in, on, or under the Property, but waives all right to use the surface of the Property for the purpose of exploring, developing, mining, or drilling for the same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas, and other minerals from and under the Property by directional drilling or other means that does not interfere with or disturb the surface of the Property or Grantee's use of the Easement for the purposes set forth herein.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter the Property, or any part thereof, for the purpose of constructing or maintaining said drainage and ponds and for making connections therewith.

Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its

successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise. This conveyance is made subject to any easements, covenants, conditions, restrictions or other validly existing matters of record affecting this Property which are recorded in the Official Public Records of Williamson County, Texas as of the effective date of this easement.

EXECUTED to be effective on the date of the last notarized signature below.

**GRANTOR:** 

Jan O'Connell

### **ACKNOWLEDGMENT**

THE STATE OF TEXAS	§
	§
COUNTY OF Williamson	§

This instrument was acknowledged before me on this the the day of the month of your of the Jan O'Connell, in the capacity and for the purposes and consideration recited herein.

TARY PUR	MEGHAN DRONE
(2)	Notary ID #132387852
12/20/20	My Commission Expires
FOF TET	February 27, 2024

Signature

Printed Name

Notary Public, State of Texas

## **GRANTOR:**

Patrick O'Connell

# **ACKNOWLEDGMENT**

THE STATE OF TEXAS	§
COUNTY OF Williamson	\$ 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
This instrument was acknown of , 2029, by Pa consideration recited herein.	wledged before me on this the the day of the month trick O'Connell, in the capacity and for the purposes and
MEGHAN DRONE Notary ID #132387852 My Commission Expires February 27, 2024	Signature  Manya Dane  Printed Name  Notary Public, State of Texas

# ACKNOWLEDGED AND AGREED BY GRANTEE:

WILLIAMSON CO	UNTY, TEXAS	
By: Bill Gravell, Jr., (	County Judge	
	ACKNOWLI	<u>EDGMENT</u>
THE STATE OF TH	EXAS	§ .
COUNTY OF WILI	LIAMSON	§ §
This instrume Gravell, Jr., Williams herein.	ent was acknowledged before on County Judge, in the capacity	re me on, by Bill city and for the purposes and consideration recited
		Signature
		Printed Name
		Notary Public, State of Texas
Grantee's Address:	Williamson County, Texas Attn: County Auditor 710 Main Street, Suite 101 Georgetown, Texas 78626	

After recording please return to:

### **EXHIBIT "A"**

County:

Williamson

Parcel No.:

DE-60

Highway:

C.R. 175 (Sam Bass Road)

Limits:

From: F.M. 1431

To: 1,000' East of Wyoming Springs Drive

### PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 60

DESCRIPTION OF A 0.399 ACRE (17,377 SQ. FT.) EASEMENT LOCATED IN THE W. KINCAID SURVEY, ABSTRACT 374, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.29 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO JAN O'CONNELL AND PATRICK O'CONNELL, RECORDED MAY 17, 2018 IN DOCUMENT NO. 2018042048, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.399 ACRE (17,377 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 5/8-inch iron rod found 50.09 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 352+59.10 on the existing south right-of-way of Sam Bass Road, a variable width right-of-way, no record information found, for the northeast corner of a called 1.0979 acre tract of land, described in a deed to Jan King O'Connell and Patrick O'Connell, recorded in Document No. 2021152335, O.P.R.W.C.TX., same being the northwest corner of a called 1.66 acre tract of land, described in a deed to Carolyn Anne Brydson Pursley, recorded in Volume 987, Page 717, Deed Records of Williamson County, Texas (D.R.W.C.TX.);

**THENCE** with the existing south right-of-way line of said Sam Bass Road, the following two (2) courses and distances:

N 66°52'38" W, a distance of 162.92 feet to a 3/8-inch iron rod found, for the northwest corner of said 1.0979 acre tract, same being the northeast corner of said 1.29 acre tract, and

N 71°43′14″ W, a distance of 64.34 feet to a calculated point (Surface Coordinates: N=10,168,241.52, E=3,114,524.90) 47.61 feet right of Sam Bass Road E.C.S 350+28.74, for the northeast corner and **POINT OF BEGINNING** of the easement described herein;

**THENCE** departing the existing south right-of-way line of said Sam Bass Road, over and across said 1.29 acre tract, the following four (4) courses and distances numbered 1-4:

- 1) S 16°36'38" W, a distance of 229.77 feet to a calculated point 277.17 feet right of Sam Bass Road E.C.S. 350+39.15,
- 2) N 72°10'18" W, a distance of 5.23 feet to a calculated point 277.29 feet right of Sam Bass Road E.C.S. 350+33.39,
- 3) S 16°36'38" W, a distance of 25.07 feet to a calculated point 302.34 feet right of Sam Bass Road E.C.S. 350+34.58, for the southeast corner of the easement described herein, and
- 4) N 72°10'18" W, a distance of 99.22 feet to a calculated point 302.87 feet right of Sam Bass Road E.C.S. 349+27.92 on the west line of said 1.29 acre tract, same being the east line of a called 1.53 acre tract of land, described in a deed to SAPR Round Rock LCC, recorded in Document No. 2018016426, O.P.R.W.C.TX., for the southwest corner of the easement described herein, from which a 1/2-inch iron rod found for the southwest corner of said 1.29 acre tract bears S 16°36'38" W, a distance of 45.07 feet;
- 5) **THENCE N** 16°36'38" E, with the common line of said 1.29 acre tract and said 1.53 acre tract, a distance of 27.08 feet to a calculated point 275.80 feet right of Sam Bass Road E.C.S. 349+27.42,

Page 1 of 5

December 19, 2023

### **EXHIBIT "A"**

County:

Williamson

Page 2 of 5 December 19, 2023

Parcel No.:

**DE-60** 

Highway:

C.R. 175 (Sam Bass Road)

Limits:

From: F.M. 1431

To: 1,000' East of Wyoming Springs Drive

THENCE departing the common line of said 1.29 acre tract and said 1.53 acre tract, over and across said 1.29 acre tract, the following two (2) courses and distances numbered 6-7:

- 6) S 72°08'05" E, a distance of 40.05 feet to a calculated point 275.93 feet right of Sam Bass Road E.C.S. 349+68.15, and
- 7) N 16°36'38" E, a distance of 228.30 feet to a calculated point 47.69 feet right of Sam Bass Road E.C.S. 349+63.30 on the existing south right-of-way of said Sam Bass Road, for the northwest corner of the easement described herein;
- 8) THENCE S 71°43'14" E, with the existing south right-of-way line of said Sam Bass Road, a distance of 64.41 feet to the POINT OF BEGINNING, and containing 0.399 acres (17,377 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

### **Bearing Basis:**

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

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 Pkwv Building Two, Suite 100

Austin, Texas 78735

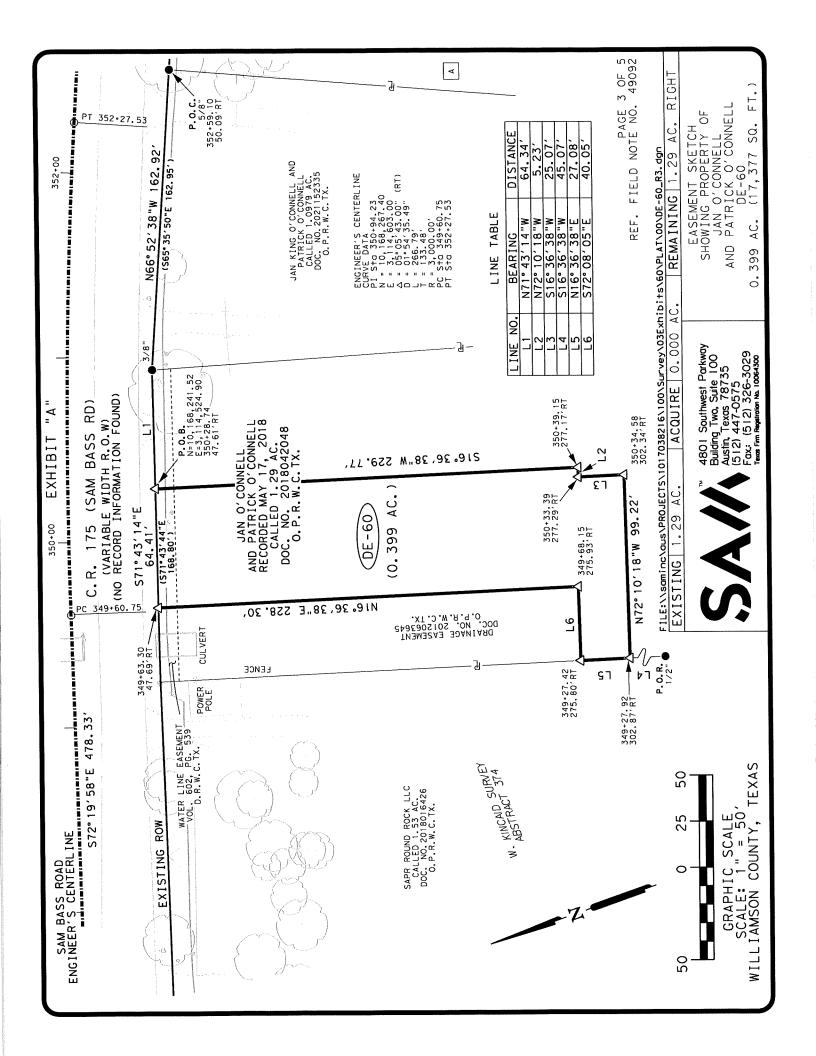
TX. Firm No. 10064300

Sur C. Re

Scott C. Brashear

Registered Professional Land Surveyor

No. 6660 - State of Texas



SCHEDULE

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TILE INSURANCE OF NO. 1-165404, ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY, EFFECTIVE DATE JULY 22, 2022, 2022. 10. PLAT IN RESTRICTIVE COVERANTS: VOLUME 554, PAGE 10, PAGE 10, PLAT AMERICAND VOLUME 568, PAGE 10, PLAT PAGE NO. DEED RECORDS, WILLIAMSON COUNTY, TEXAS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, DISABILITY, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

10.1. RIGHTS OF PARTIES IN POSSESSION.

2. ANY VISIBLE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR AGROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HERIN DEFINED.

2. AN ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 466, PAGE 132 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT)

3. AN ELECTRIC POWER LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 489, PAGE 270 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (UNMARLE TO PLOT)

4. A WATER LINE EASEMENT GRANTED TO GREENWOOD HILLS, INC. AS DESCRIBED IN VOLUME 602, PAGE 539 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT, AS SHOWN ON PLAT)

5. A DRAINAGE EASEMENT GRANTED TO WILLIAMON COUNTY, TEXAS AS DESCRIBED IN DOCUMENT NO. 2012063645 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT, AS SHOWN ON PLAT)

6. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERITOAPPEARING IN THE 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.

7. RICHTS OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

8. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST:

OF THE PROPERTY DESCRIBED HEREIN AGAINST:

LAND LYING WITHITE OR CLAIM OF ANY CHARACTER BY THE UNITED STATES, STATE OF TEXAS, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF A STREAM NAVIGABLE IN FACT OR IN LAW.

(2) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE BED.

9. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE FECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF LAND.

4 OF 5 49092 RIGH. 

EASEMENT SKETCH SHOWING PROPERTY OF JAN O'CONNELL AND PATRICK O'CONNELL (17,377 SQ. -60 4801 Southwest Parkway Building Two, Suite 100 Austhr, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Teas Fim Registran No. 10064300

FT.)

AC.

0,399

# LEGEND

5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" 1/2" IRON ROD FOUND UNLESS NOTED

CAROLYN ANNE BRYDSON PURSLEY CALLED 1.66 AC. VOL.987, PG.717 D.R.W.C.TX.

٨

FENCE POST (TYPE NOTED)

CALCULATED POINT

RECORD INFORMATION PROPERTY LINE

POINT OF COMMENCING POINT OF BEGINNING POINT OF REFERENCE P. O. B. P. O. C.

NOT TO SCALE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS N. T. S.

D. R. W. C. TX.

OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS O. R. W. C. TX.

6

OFFICIAL PUBLIC RECORDS (WILLIAMSON COUNTY, TEXAS DISTANCE NOT TO SCALE O. P. R. W. C. TX.

DEED LINE (COMMON OWNERSHIP)

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY FIRST AMERICAN TITLE GUARANY COMPANY, GF NO. T-165404, EFFECTIVE DATE IS JULY 13, 2022 AND ISSUED DATE IS JULY 22, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE. 3.SAW BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.

\* AREA CALCULATED BY SAM, LLC.

1. ALL BEARINGS SHOWN ARE BASED ON NADB3/2011/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 1,00012, 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.

RD) 175 (SAM BASS EXISTING ROW S. R.

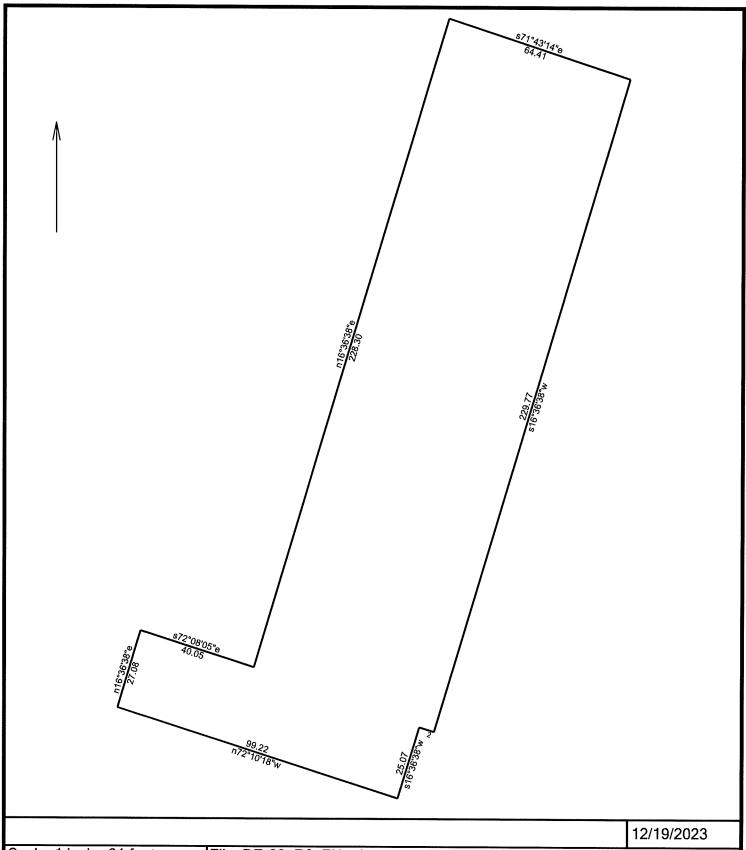
JAN O'CONNELL
AND PATRICK O'CONNELL
RECORDED MAY 17, 2018
CALLED 1,29 AC.
DOC. NO. 2018042048
O.P.R.W.C.TX. PARENT TRACT (0, 399 AC.) DE-60 DRAINAGE EASEMENT DOC. NO. 2012063645 O.P.R.W.C.TX.

> 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. 12/19/23 DATE

SCOTT C. BRASHEAR REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6660, STATE OF TEXAS

PAGE 5 OF 5
REF. FIELD NOTE NO. 49092
EXISTING | 1.29 AC. | ACQUIRF | 0 000 ACCOURF | 0 0000 ACCOURF | 0 000 ACCOURF | 0 000 ACCOURF | 0 000 ACCOURF | 0 000 A Building Two, Suile 100 Auslin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Frim Regalation No. 10064300 4801 Southwest Parkway

FT.) EASEMENT SKETCH SHOWING PROPERTY OF JAN O'CONNELL AND PATRICK O'CONNELL (17, 377 SQ. DE-60 399 AC. 0



Scale: 1 inch= 31 feet File: DE-60\_R3\_FN.ndp

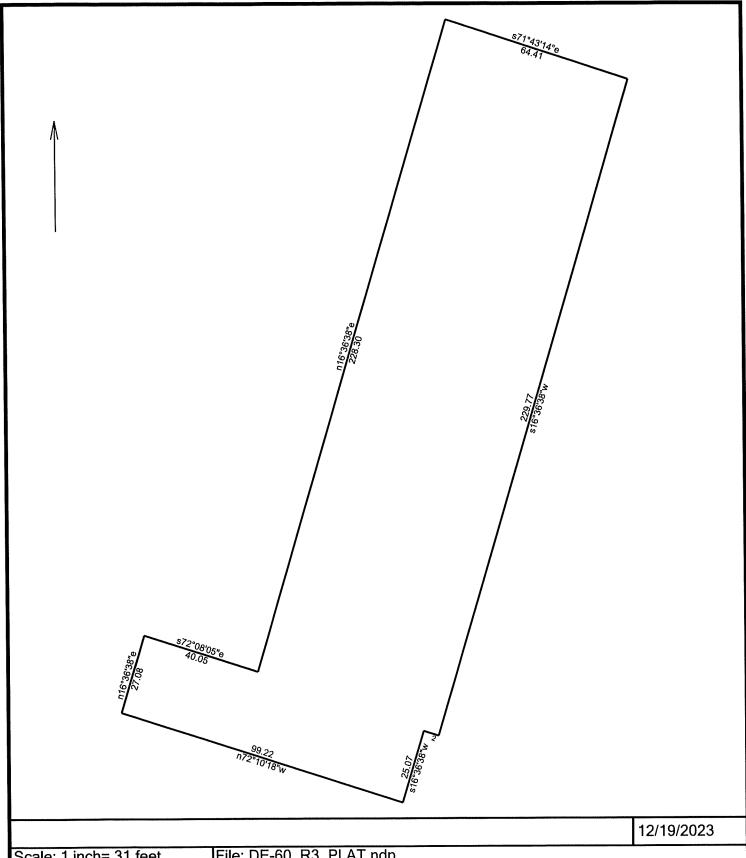
Tract 1: 0.3989 Acres (17377 Sq. Feet), Closure: s08.4937e 0.01 ft. (1/92664), Perimeter=719 ft.

01 s16.3638w 229.77 02 n72.1018w 5.23 03 s16.3638w 25.07 04 n72.1018w 99.22

05 n16.3638e 27.08

06 s72.0805e 40.05 07 n16.3638e 228.30

08 s71.4314e 64.41



File: DE-60\_R3\_PLAT.ndp Scale: 1 inch= 31 feet

Tract 1: 0.3989 Acres (17377 Sq. Feet), Closure: s08.4937e 0.01 ft. (1/92664), Perimeter=719 ft.

01 s16.3638w 229.77 02 n72.1018w 5.23

03 s16.3638w 25.07

04 n72.1018w 99.22 05 n16.3638e 27.08

06 s72.0805e 40.05 07 n16.3638e 228.30

08 s71.4314e 64.41

Total parent tract as	rea =			0.3989	
Total taken area Remaining area	=	0.0000 17,375.6437	) ft <sup>2</sup> = / ft <sup>2</sup> =	0.0000 0.3989	
Description of parcel	L: DE-60_R	.3			
Beginning parent trac	-				
Point 800015					
	,		3,114,524.8989	Sta	0+00.0
Course from 800015 to	800016 S	16° 36' 38" W	7 Dist 229.7682		
Point 800016	N 10,168	,021.3389 E	3,114,459.2164	Sta	2+29.7
Course from 800016 to	800017 N	72° 10' 18" W	Dist 5.2264		
Point 800017	N 10,168	,022.9391 E	3,114,454.2410	Sta	2+34.9
Course from 800017 to	800018 S	16° 36' 38" W	7 Dist 25.0724		
Point 800018	N 10,167	,998.9129 E	3,114,447.0737	Sta	2+60.0
Course from 800018 to	800013 N	72° 10' 18" W	J Dist 99.2174		
Point 800013	N 10,168	.029.2901 E	3,114,352.6210	Sta	3+59.2
Course from 800013 to				J-04	0.05.2
Point 800014			3,114,360.3615	Sta	3+86.3
Course from 800014 to	800011 S	72° 08' 05" E	Dist 40.0496		
Point 800011	N 10,168	,042.9511 E	3,114,398.4799	Sta	4+26.4
Course from 800011 to	800012 N	16° 36' 38" E	Dist 228.2961		
Point 800012	N 10,168	,261.7204 E	3,114,463.7416	Sta	6+54.7
Course from 800012 to	800015 S	71° 43' 14" E	Dist 64.4074		
Point 800015	N 10,168	,241.5189 E	3,114,524.8989	Sta	7+19.1
Ending parent tract of				=====:	;

**Commissioners Court - Regular Session** 

**Meeting Date:** 01/23/2024

Strategic Plan

Submitted For: Valerie Covey Submitted By: Rachel Rull, Commissioner Pct. #3

66.

**Department:** Commissioner Pct. #3 **Agenda Category:** Regular Agenda Items

### Information

### Agenda Item

Discuss, consider and take appropriate action on an update regarding the strategic plan.

### **Background**

Review of 2023 Strategic Planning Work

Updates from Key Goal Leaders

Benchmarking with Similar Counties

Performance Measures

**Next Steps** 

### **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 01/18/2024 11:47 AM

Form Started By: Rachel Rull Started On: 01/18/2024 10:54 AM Final Approval Date: 01/18/2024

67.

**Meeting Date:** 01/23/2024

**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.
- I) 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 the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
  - p) Discuss the acquisition of right of way for Bagdad Road/CR 279.
  - q) Discuss the acquisition of right of way for CR 314.
  - r) Discuss acquisition of right of way for Corridor J.
  - s) Discuss the acquisition of real property for Southwestern Blvd.
  - t) Discuss the acquisition of right-of-way for CR 313.
- 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

- 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**

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

### **Attachments**

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 01/18/2024 10:09 AM

Form Started By: Charlie Crossfield Started On: 01/17/2024 05:10 PM Final Approval Date: 01/18/2024

**Commissioners Court - Regular Session** 

**Meeting Date:** 01/23/2024

**Economic Development** 

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road Bond

68.

**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
- k) Project School Bus

### **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 01/18/2024 10:09 AM

Form Started By: Charlie Crossfield Started On: 01/17/2024 05:11 PM

Final Approval Date: 01/18/2024