

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**February 6, 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 – 29 )

3. Discuss, consider and take appropriate action on a line item transfer for the Child Welfare Budget.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100.0645.003305	Child Welfare/Clothing	\$1,920.00
TO	0100.0645.003316	Child Welfare/Medical-Hospital	\$1,920.00

4. Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0546.0546.003670	Use of Donations	\$114,000
To	0546.0546.004100	Professional Services	\$110,000
To	0546.0546.004231	Travel	\$4,000

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

## Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004500	Maintenance Services	\$6,500.00
To	0100.0509.004620	Equipment Rental	\$6,500.00

6. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, and any corresponding line item transfers.
7. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 01/31/2024 for the Williamson County Tax Assessor/Collector.
8. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 01.01.24 through 01.30.24.
9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 01.01.24 through 01.30.24.
10. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 01.01.24 through 01.30.24.
11. 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:
  - 2006 Strong Box Vin #0098
  - 2003 Rhino Utility Trailer Vin #2087
  - 2008 Graco Lne Driver Vin #4298
  - 2005 Trailers Man Utility Trailer Vin #1435
12. Discuss, consider, and take appropriate action concerning the appointment of Paul Hall and Mark Pacheco to the Precinct 4 Constables Office.
13. Discuss, consider and take appropriate action on the re-appointment of Chuck Walker to Place #4 of the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2024, and ending on December 31, 2025.
14. Discuss, consider and take appropriate action on the re-appointment of Kim Sanders to Place #5 of the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2024, and ending on December 31, 2025.
15. Discuss, consider and take appropriate action on Interlocal Agreement with Williamson-Travis Counties Municipal Utility District (MUD) No. 1, for off-duty constable deputies.



16. Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office, Deputy Blake Hartt, to be designated as the Local Rabies Control Authority (LRCA) effective February 6, 2024 for the purposes of the Rabies Control Act of 1981.
17. Discuss, consider and take appropriate action approving and acknowledging rate adjustments for the Chapman Firm for 2024.
18. Discuss, consider and take appropriate action on approving the uniform policy for the WCES Senior Director.
19. Discuss, consider and take appropriate action on amending the Williamson County Exposition Center's recently revised rates (fee) schedule as related to the Parks Pass discount for RV sites.
20. Discuss, consider and take appropriate action on authorizing the extension of contract #2023177, Property Fraud Alert System, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Fidlar Technology Inc for the 12-month term of April 2024 - April 2025, and authorizing execution of the renewal agreement.
21. Discuss, consider, and take appropriate action on approving annual purchase #2024113 between Williamson County and Tyler Technologies, Inc. for the Enterprise Jury Summons software, and any overages from the previous year, for a total amount of \$60,354.42, pursuant to Sourcewell contract #090320-TTI.
22. Discuss, consider and take appropriate action on approving Agreement #2024117 for the Level III Casework Package for evidence testing from Bode Cellmark Forensics, Inc., in the amount of \$32,370.00, and exempting the procurement pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2)-an item necessary to preserve the health and safety of the residents of Williamson County, and authorizing the execution of the agreement.
23. Discuss, consider and take appropriate action on approving Agreement #2024119 for the purchase of furniture for the Sheriff's Office from Facilities Resource, Inc. in the amount of \$15,329.87, pursuant to OMNIA Partners contract #191804, and authorizing execution of the quote.
24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Juvenile Services 2024 Food Service, under RFP #24RFP32.
25. Discuss, consider and take appropriate action on Amendment No. 1 to Agreement for Construction Manager at Risk with Chasco Constructors, Ltd. LLP for the Berry Springs Park Improvements project (P559) to amend Article 4.1.1 – Compensation, by re-allocating the Preconstruction Service Fees to equal 100%.
26. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Project Management, Plan Review, Building Inspection and Commissioning for Various Projects, under RFSQ #24RFSQ31.

27. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$61,030.00 to expire December 31, 2024 under Williamson County Contract for Engineering Services between Lockwood, Andrews and Newnam, Inc. (LAN) and Williamson County dated June 2, 2022 for Roadway Widening on CR 100 from Chandler Road to CR 105, approximately 11,375'. Funding source: 01.0200.0210.004100.
28. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$76,360.00 to expire December 31, 2024 under Williamson County Contract for Engineering Services between Lockwood, Andrews and Newnam, Inc. (LAN) and Williamson County dated June 2, 2022 for Roadway Widening on CR 237 from Ronald Reagan Blvd to CR 216, approximately 9,000'. Funding source: 01.0200.0210.004100.
29. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$80,410.00 to expire December 31, 2024 under Williamson County Contract for Engineering Services between Lockwood, Andrews and Newnam, Inc. (LAN) and Williamson County dated June 2, 2022 for Intersection Improvements at Limmer Loop and CR 110. Adding dedicated right turn lanes from Limmer Loop to CR 110 (Westbound to Northbound), and from North Red Bud Ln to CR 110 (Eastbound to Southbound). Funding source: 01.0200.0210.004100.

## **REGULAR AGENDA**

30. Consideration and action with Respect to "Order Authorizing the Issuance of Williamson County, Texas Unlimited Tax Road Bonds in One or More Series in an Aggregate Principal Amount Not to Exceed \$160,0000,000; Levying an Ad Valorem Tax in Support of the Bonds; Approving Paying Agent/Registrar Agreements, Official Statements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds."
31. Consideration and action with Respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Notes in One or More Series in an Aggregate Principal Amount Not to Exceed \$167,000,000; Levying an Ad Valorem Tax in Support of the Notes; Approving Paying Agent/Registrar Agreements, Official Statements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Notes; and Authorizing Other Matters Relating to the Notes."
32. Hear a presentation of two Master Gardeners recognized as Emeritae for their wonderful contributions to the Williamson County Master Gardener program, and hear an annual report of Extension horticulture programming.
33. Receive and discuss an update on travels to South Korea.
34. Discuss, consider and take appropriate action on update regarding the opening of the specialized youth wing at Rock Springs Hospital.
35. Discuss, consider and take appropriate action on an American Rescue Plan Act (ARPA) Subrecipient Agreement with the Christian Resource Center with a not to exceed amount of \$130,000 to support the Employment Stability and Resource Assistance project.

36. Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County Representation of Williamson County in *Kailey Padila v. Daniel Osvaldo Perez and Wiliamson County, Texas*, No. 1:24-cv-00086 pending in the U.S. District Court of the Western District of Texas, and Williamson County in other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its Office of General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).
37. Discuss, consider, and take appropriate action regarding the Williamson County Regional Habitat Conservation Plan (RHCP) approval of enrollment of properties participating during the 2023 calendar year (any participation received on or prior to 12/31/23) into the tax benefit financing plan for tax year 2023 and to re-enroll prior year permit participant properties.
38. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for the Criminal Justice Division General Victim Assistance Program grant.
39. Discuss, consider, and take appropriate action on approving the Contract for Construction #2024118 with Hellas Construction, Inc. for the Southwest Williamson County Regional Park's Tennis, Pickleball, and Basketball Courts resurfacing for the Parks Department in the amount of \$224,416.50 pursuant to Sourcewell Contract #031622-HLC, and authorize execution of the agreement.
40. Discuss, consider and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) with awarded RFP #23RFP66 Construction Manager at Risk (CMAR) for Berry Springs Park Improvements to Chasco Constructors, Ltd. LPP, in the amount of \$5,950,619.00 and authorize the execution of the GMP between Williamson County and Chasco Constructors, Ltd. LPP. The funding source is P559.
41. Discuss, consider and take appropriate action ratifying the emergency agreement for the Williamson County Jail's VAV (variable air volume) and duct heater replacement with Brandt Companies, LLC in the amount of \$301,447.00 and exempting the purchase from competitive bidding requirements as per Texas Local Government Code § 262.024 (2) [an item necessary to preserve and protect the public health or safety or the residents of the county] and in accordance with cooperative contract Choice Partners #CSP-22-049MF.
42. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

### Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$94.00

43. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

## Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	\$94.00

44. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services #2024122 with J.T. Vaughn Construction, LLC for fence repairs at Road and Bridge department in the amount of \$273,475.75 pursuant to Omnia Contract #R200107, and authorize execution of the agreement.
45. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 258 Project, a Road Bond Project in Commissioner Pct. 2. Project Number: P277
46. Discuss, consider and take appropriate action on a letter agreement with Reagan CR 258 Real Estate LLC for a City of Georgetown Waterline Easement needed on the Ronald Reagan Widening project. Funding Source: Road Bonds P336.

### 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)."***

47. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
  - A. Real Estate Owned by Third Parties
 

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

    - a) Discuss the acquisition of real property: CR 332
    - b) Discuss the acquisition of real property for County Facilities.
    - c) Discuss the acquisition of real property for CR 255.
    - d) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
    - e) Discuss the acquisition of real property for Corridor H
    - f) Discuss the acquisition of real property for future SH 29 corridor.
    - g) Discuss the acquisition of right-of-way for Hero Way.
    - h) Discuss the acquisition of right-of-way for Corridor C.
    - i) Discuss the acquisition of right-of-way for Corridor F.
    - j) Discuss the acquisition of right-of-way for Corridor D.
    - k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
    - l) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
    - m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
    - n) Discuss acquisition of right of way for Corridor E.

- o) Discuss 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**

**48. 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

**49. 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. Hurdsmann, #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. 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

12. 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

13. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

14. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

15. 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

16. 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

17. 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

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

19. Civil Action No. 1:24-cv-00086; Kailey Padilla v. Daniel Osvaldo Perez and Williamson County; In the United States District Court for the Western District of Texas, Austin Division

**c. Administrative Complaints:**

1. EEOC Charge No. 451-2023-00766 - K.B

**d. Claims:**

1. Legal claims regarding Rodriguez Transportation Group, Inc. relating to the Southeast Loop (Corridor E1) Project.
2. Property damage and bodily injury claims from David De Luna, Judith Lopez, and Santa De Luna related to an auto liability incident occurring on or about May 9, 2022 at or near US Hwy 79 and Redbud Lane in Round Rock, Texas.

**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.

- 50.** 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).

51. 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).
52. 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)

53. Discuss and take appropriate action concerning economic development.
54. Discuss and take appropriate action concerning real estate.
55. 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
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14. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
15. 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
16. 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
17. 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
18. Cause No. 2SC-23-0402; Wanda Wolsch v. Johnson Development, et al.; In the Justice Court of Williamson County, Precinct Two
19. Civil Action No. 1:24-cv-00086; Kailey Padilla v. Daniel Osvaldo Perez and Williamson County; In the United States District Court for the Western District of Texas, Austin Division

**c. Administrative Complaints:**

1. EEOC Charge No. 451-2023-00766 - K.B

**d. Claims:**

1. Legal claims regarding Rodriguez Transportation Group, Inc. relating to the Southeast Loop (Corridor E1) Project.
2. Property damage and bodily injury claims from David De Luna, Judith Lopez, and Santa De Luna related to an auto liability incident occurring on or about May 9, 2022 at or near US Hwy 79 and Redbud Lane in Round Rock, Texas.

**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.

56. 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.
57. Comments from Commissioners.
58. 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.



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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 2nd day of February 2024 at 1:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****3.****Meeting Date:** 02/06/2024

Line Item Transfer

**Submitted For:** Ashlie Holladay**Submitted By:** Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the Child Welfare Budget.

**Background**

The Child Welfare Board would like to purchase two cranial helmets and funds are insufficient. They have requested a reduction in their clothing line item in order to pay for these.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
FROM	0100.0645.003305	Child Welfare/Clothing	\$1,920.00
TO	0100.0645.003316	Child Welfare/Medical-Hospital	\$1,920.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 01/30/2024

**Reviewed By**

Becky Pruitt

**Date**

01/30/2024 02:07 PM

Started On: 01/25/2024 03:51 PM

**Commissioners Court - Regular Session****4.****Meeting Date:** 02/06/2024

Animal Shelter Line Item Transfer

**Submitted By:** Misty Valenta, Animal Services**Department:** Animal Services**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

**Background**

In order to prepare for the rest of the fiscal year, the shelter is asking for \$110,000 to be moved from the General Donation Fund 01.0546.0546.003670 to the Medical Donation Fund, known as Jane's Fund, 01.0546.0546.004100. And, the shelter is requesting \$4,000 to be moved to the Transport Donation Fund 01.0546.0546.004231 in order to best serve the community.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0546.0546.003670	Use of Donations	\$114,000
To	0546.0546.004100	Professional Services	\$110,000
To	0546.0546.004231	Travel	\$4,000

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Misty Valenta

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

01/31/2024 09:34 AM

02/01/2024 11:06 AM

Started On: 01/30/2024 04:36 PM

**Commissioners Court - Regular Session****5.****Meeting Date:** 02/06/2024

Line Item Transfer

**Submitted For:** Dale Butler**Submitted By:** Leah Liesmann, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

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**Information****Agenda Item**

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

**Background**

Need additional funds for the remainder of the FY for generator rental.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0509.004500	Maintenance Services	\$6,500.00
To	0100.0509.004620	Equipment Rental	\$6,500.00

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Leah Liesmann

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

01/30/2024 04:31 PM

02/01/2024 11:06 AM

Started On: 01/30/2024 03:31 PM

**Commissioners Court - Regular Session****6.****Meeting Date:** 02/06/2024

Compensation Items

**Submitted By:** Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

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**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.

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**Fiscal Impact**

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

Merit Report

Merit LIT

Position Changes

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**Form Review****Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 02/01/2024

**Reviewed By**

Laura Cervantes

Becky Pruitt

**Date**

02/01/2024 08:51 AM

02/01/2024 11:01 AM

Started On: 02/01/2024 08:31 AM

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Emergency Medical Services	EMS Paramedic.0865.001100.	16384	\$44,488.81	\$1,779.54	4.00	\$46,268.35	-	MERIT	16-Feb-24
Public Affairs	PT Web Content Specialist N.9919.001101.	16774	\$61,568.00	\$2,462.72	4.00	\$64,030.72	-	MERIT	16-Feb-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0540	001100	1,779.54	
01	0100	0540	002010	136.13	
01	0100	0540	002020	285.62	
01	0100	8004	001130		1,779.54
01	0100	8004	002010		136.13
01	0100	8004	002020		285.62
01	0100	0406	001101	1,785.47	
01	0100	0406	001130		1,785.47
01	0100	0509	001130	1,313.52	
01	0100	0509	001100		1,313.52

Reversal of partial merit given in excess PCN 0247

Reversal of partial merit given in excess PCN 0247

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0570-Corrections	0619	15838	\$77,729.18	\$78,203.05	\$92,893.57	\$78,203.05	\$14,690.52	N/A	Reallocation of position budget as allowed by policy for promotion salary funding. Surplus salary funds from PCNs 0619 and 0618 to PCNs 0561, 0536, 0365, and 0460	2/16/2024
0570-Corrections	0618	15239	\$79,283.77	\$79,283.77	\$92,893.57	\$79,283.77	\$13,609.80	N/A	Reallocation of position budget as allowed by policy for promotion salary funding. Surplus salary funds from PCNs 0619 and 0618 to PCNs 0561, 0536, 0365, and 0460	2/16/2024
0570-Corrections	0561	Vacant	N/A	N/A	\$72,522.18	\$78,500.34	N/A	\$5,978.16	Reallocation of position budget as allowed by policy for promotion salary funding. Surplus salary funds from PCNs 0619 and 0618 to PCNs 0561, 0536, 0365, and 0460	2/16/2024
0570-Corrections	0536	Vacant	N/A	N/A	\$67,025.06	\$75,452.08	N/A	\$8,427.02	Reallocation of position budget as allowed by policy for promotion salary funding. Surplus salary funds from PCNs 0619 and 0618 to PCNs 0561, 0536, 0365, and 0460	2/16/2024



Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0570-Corrections	0365	Vacant	N/A	N/A	\$67,025.06	\$73,972.63	N/A	\$6,947.57	Reallocation of position budget as allowed by policy for promotion salary funding. Surplus salary funds from PCNs 0619 and 0618 to PCNs 0561, 0536, 0365, and 0460	2/16/2024
0570-Corrections	0460	Vacant	N/A	N/A	\$67,025.06	\$73,972.63	N/A	\$6,947.57	Reallocation of position budget as allowed by policy for promotion salary funding. Surplus salary funds from PCNs 0619 and 0618 to PCNs 0561, 0536, 0365, and 0460	2/16/2024
0475-County Attorney	0029	15749	\$72,426.64	\$72,426.64	\$84,643.86	\$76,758.98	\$7,884.88	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0029 to PCNs 0043 and 0042	2/16/2024
0475-County Attorney	0043	Vacant	N/A	N/A	\$102,324.97	\$106,418.08	N/A	\$4,093.11	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0029 to PCNs 0043 and 0042	2/16/2024
0475-County Attorney	0042	Vacant	N/A	N/A	\$102,626.31	\$106,418.08	N/A	\$3,791.77	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0029 to PCNs 0043 and 0042	2/16/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0440-District Attorney	1970	Vacant	N/A	N/A	\$125,323.90	\$124,999.94	\$323.96	N/A	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary from PCNs 1970 and 0083 to PCNs 1789 and PCN 0064	2/16/2024
0440-District Attorney	0083	Vacant	N/A	N/A	\$150,701.98	\$125,323.90	\$25,378.08	N/A	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary from PCNs 1970 and 0083 to PCNs 1789 and PCN 0064	2/16/2024
0440-District Attorney	1789	Vacant	N/A	N/A	\$136,000.02	\$150,701.98	N/A	\$14,701.96	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary from PCNs 1970 and 0083 to PCNs 1789 and PCN 0064	2/16/2024
0440-District Attorney	0064	Vacant	N/A	N/A	\$125,000.00	\$136,000.08	N/A	\$11,000.08	Reallocation of position budget to facilitate internal moves as allowed by policy. Surplus salary from PCNs 1970 and 0083 to PCNs 1789 and PCN 0064	2/16/2024

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

**Commissioners Court - Regular Session****7.****Meeting Date:** 02/06/2024

Property Tax Refunds – Over 2500 – Thru 01/31/2024

**Submitted For:** Larry Gaddes**Submitted By:** Renee Clark, County Tax Assessor  
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 01/31/2024 for the Williamson County Tax Assessor/Collector.

**Background**

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**Fiscal Impact**

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

012624-013124 Refunds Over 2500

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 11:04 AM

Started On: 02/01/2024 09:23 AM

## 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 31, 2024  
To: Members of the Commissioners Court  
From: Larry Gaddes PCAC, CTA  
Subject: Property Tax Refunds

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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.

### Main Office:

904 South Main Street  
Georgetown, TX 78626  
Telephone : 512.943.1601  
[www.wilcotx.gov/taxoffice](http://www.wilcotx.gov/taxoffice)

1801 E Old Settlers Blvd, Ste 115  
Round Rock, TX 78664

### Annex Locations:

350 Discovery Blvd, Ste 101  
Cedar Park, TX 78613

412 Vance St, Ste 1  
Taylor, TX 76574

Property Tax  
Account QuickReport  
As of January 31, 2024

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	01/25/2024	101455	PENNYMAC LOAN SERVICES LLC	R530941 - Erroneous payment	-4,029.80
Check	01/30/2024	101493	PUSPARAJ GHIMIRE	R558166 - Erroneous payment	-5,836.82
Total Refunds Payable - Taxpayers					-9,866.62
TOTAL					-9,866.62

**Commissioners Court - Regular Session****8.****Meeting Date:** 02/06/2024

Assets for Auction Monthly Report 02.06.24

**Submitted For:** Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 01.01.24 through 01.30.24.

**Background**

Please see the attached list for details.

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**Fiscal Impact**

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

January Auction Assets Report

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 02/01/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

02/01/2024 11:46 AM

02/01/2024 11:46 AM

Started On: 01/17/2024 10:11 AM

\*January 2024

Monthly Report

Court

Date:

02.06.24

**Williamson County - Assets for Auction**

Agenda #:

33442

Item	Serial Number	Quantity	Department
8 ft wooden railings, matching swing door, stained,		2	Building Maintenance
stainless steel Kohler kitchen sinks		6	Building Maintenance
Plexi glass covid screens (pallet)		100	Building Maintenance
Kitchen sink garbage disposal		1	Building Maintenance
FRP sheets (brown and black color) 4ft x 8 ft		30	Building Maintenance
Liebert stablizer jack	193237P1	1	Building Maintenance
Desk, wood veneer, 3x6 ft		1	Building Maintenance
Desk shelf and lift		1	Building Maintenance
Dell Optiplex 7070	9R2WRZ2	1	Constables 3
Dell Optiplex 7070	FH60G73	1	Constables 3
Dell Optiplex 7070	FH70G73	1	Constables 3
Dell Optiplex 7070	G9CHPY2	1	Constables 3
Dell Optiplex 7070	2H5H182	1	Constables 3
Dell Optiplex 7060	HZ8YHV2	1	Constables 3
Dell Optiplex 7060	HZ8ZHV2	1	Constables 3
Dell Monitor	DG75ZT2	1	Constables 3
Dell Monitor	D975ZT2	1	Constables 3
Dell Monitor	6BVTNP2	1	Constables 3
Dell Monitor	H9VTNP2	1	Constables 3
Dell Monitor		1	Constables 3
Dell Monitor	CN-OKW14V-74261-5AU-CFAB	1	Constables 3
Dell Monitor	CN-OKW14V-74261-5AU-CF4B	1	Constables 3
Panasonic CF-33 Toughbook	8ATSA13025	1	Constables 3
Panasonic CF-33 Toughbook	9FTSC70053	1	Constables 3

Panasonic CF-33 Toughbook	8ATSA13124	1	Constables 3
Panasonic CF-33 Toughbook	8HTTA41883	1	Constables 3
Panasonic CF-33 Toughbook	8ATSA13118	1	Constables 3
Rolling office chairs		2	County Auditor
Hot/Cold Water Dispenser		2	County Auditor
Courtroom Chairs		22	County Court at Law 1
Dell OptiPlex 7470	JSSPRZ2	1	County Court at Law 2
Dell OptiPlex 7470	JSSNRZ2	1	County Court at Law 2
Apple Laptop Model A1278	W892212T8QS	1	District Attorney
Apple Laptop Model A1278	W89221538QS	1	District Attorney
Apple Laptop Model A1278	W89220R88QS	1	District Attorney
Apple Laptop Model A1286	W893424U642	1	District Attorney
Dell Latitude E6530 Laptop	5JK3VY1	1	District Attorney
Dell Latitude E6530 Laptop	4CK3VY1	1	District Attorney
Dell Latitude E6530 Laptop	FP9HXLW1	1	District Attorney
Brown desk		5	Elections
brown file cabinet		1	Elections
Wooden book shelves		2	Elections
Hon Metal Bookshelves		1	Elections
medium size tabel		1	Elections
Desk and hutch		1	Elections
Samsung 40" display	028YHCMFA00665T	1	Emergency Services Dept
LG 32" TV	207RM TT40921	1	Emergency Services Dept
LG 32" TV	207RMGC40919	1	Emergency Services Dept
LG 32" TV	208RMXXBR018	1	Emergency Services Dept
LG 32" TV	207RMCJCU531	1	Emergency Services Dept
LG 32" TV	208RMWVBR017	1	Emergency Services Dept
LG 47" TV	207RMZL2D933	1	Emergency Services Dept
LG 42" TV	107WTNM2S751	1	Emergency Services Dept
Vizio TV 55"	LTMWSHAR0950099	1	Emergency Services Dept



Dell Latitude 5590 w/misc computer cables, keyboard, web cam	H7YH1X2	1	Emergency Services Dept
HP OFFICEJET PRO 8710 PRINTER	CN65KE40SG	1	Emergency Services Dept
LG 42" TV	504RMTT1G433	1	Emergency Services Dept
Uniform shirts no patches		11	Emergency Services Dept
Uniform pants		10	Emergency Services Dept
TV Mounts and Cabling		10	Emergency Services Dept
Uniform Coat		1	Emergency Services Dept
Curtain Rods/wall installed		2	Emergency Services Dept
Dell Latitude 5511	9KQ1P53	1	Information Systems
Dell Latitude 5511	541CM53	1	Information Systems
Dell Latitude 5580	8pbv4m2	1	Information Systems
Dell Latitude 5511	2FYLM53	1	Information Systems
Dell Latitude 3500	gsx2mw2	1	Information Systems
laminate counter tops L/R		4	Justice of the Peace 4
laminate counter tops centers		2	Justice of the Peace 4
overhead storage bins w/ flip up doors		3	Justice of the Peace 4
pedestal file drawers		2	Justice of the Peace 4
box pedestal file drawers		3	Justice of the Peace 4
cubicle furniture panels		2	Justice of the Peace 4
File Cabinet		1	Juvenile Services
Bulletin Board		2	Juvenile Services
Dell Desktop	GWMPDW2	1	Parks
Dell Desktop	GWMQDW2	1	Parks
Samsung printer		1	Parks
HP Deskjet 3520		1	Parks
L shaped desk		1	Veteran Services
small shredder		1	Veteran Services

# Asset Status Change

Title:	i:0#.f membership jeff.malcolm@wilco.org - 02-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	Liebert stablizer jack
1. Manufacturer ID #:	193237P1
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 1/2/2024 1:30 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership jeff.malcolm@wilco.org - 02-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	8 ft wooden railings, matching swing door, stained,
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	6
2. Description:	stainless steel Kohler kitchen sinks
2. Manufacturer ID #:	various
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	100
3. Description:	Plexi glass covid screens (pallet)
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Kitchen sink garbage disposal
4. Manufacturer ID #:	n/a
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	30
5. Description	FRP sheets (brown and black color) 4ft x 8 ft
5. Manufacturer ID #	n/a
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✅ Gina Wrehsnig 1/2/2024 8:54 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	❌

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f\membership\jeff.malcolm@wilco.org - 22-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk, wood veneer, 3x6 ft
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Desk shelf and lift
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	5129433308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 1/23/2024 7:24 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership patrick.hurley@wilco.org - 27-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Dell Optiplex 7070
1. Manufacturer ID #:	9R2WRZ2, FH60G73, FH70G73, G9CHPY2 2H5H182
1. Oracle Asset #:	233089, 253718, 253719, 227097, 146436
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Dell Optiplex 7060
2. Manufacturer ID #:	HZ8YHV2, HZ8ZHV2
2. Oracle Asset #:	220029, 220028
2. Condition of Assets:	Working
3. Quantity (Mandatory):	5
3. Description:	Dell Monitor
3. Manufacturer ID #:	DG75ZT2, D975ZT2, 6BVTNP2, H9VTNP2 ?????
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	Dell Monitor
4. Manufacturer ID #:	CN-OKW14V-74261-5AU-CFAB, CN-OKW14V-74261-5AU-CF4B
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	5
5. Description	Panasonic CF-33 Toughbook
5. Manufacturer ID #	8ATSA13025, 9FTSC70053, 8ATSA13124, 8HTTA41883 8ATSA13118
5. Oracle Asset #	OTHERS NOT FOUND IN ORACLE, 216075
5. Condition of Assets	Working
Transferring Dept.:	Constables 3
Transferring Dept. Contact Person	Patrick Hurley
Transferring Dept. Contact Ph#:	512-943-3669
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Patrick Hurley 12/28/2023 11:03 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership roxanne.salone@wilco.org - 03-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Rolling office chairs
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Nathan Zinsmeyer
Transferring Dept. Contact Ph#:	512-943-1561
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie M. Kiley 1/10/2024 3:51 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change



# Asset Status Change

Title:	i:0#.f membership roxanne.salone@wilco.org - 16-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Hot/Cold Water Dispenser
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	County Auditor
Transferring Dept. Contact Person	Roxanne Salone
Transferring Dept. Contact Ph#:	512-943-1538
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✅ Jalyn Morris 1/16/2024 12:21 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	❌
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	❌
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442
Asset(s) delivered to warehouse on:	1/18/2024
Delivered to warehouse by:	Brian Kammerer

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership abdy.mccomas@wilco.org - 22-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	22
1. Description:	Courtroom Chairs
1. Manufacturer ID #:	N/A
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 1
Transferring Dept. Contact Person	Roxanne Salone
Transferring Dept. Contact Ph#:	512-943-1538
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Abdy McComas 1/22/2024 3:42 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership kkracht@wilco.org - 04-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell OptiPlex 7470
1. Manufacturer ID #:	JSSPRZ2
1. Oracle Asset #:	233118
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell OptiPlex 7470
2. Manufacturer ID #:	JSSNRZ2
2. Oracle Asset #:	233119
2. Condition of Assets:	Working
Transferring Dept.:	County Court at Law 2
Transferring Dept. Contact Person	Kevin Kracht
Transferring Dept. Contact Ph#:	943-1410
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Kevin Kracht 1/4/2024 9:53 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership julie.schultz@wilco.org - 18-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude E6530 Laptop = WILCO 4377
1. Manufacturer ID #:	5JK3VY1
1. Oracle Asset #:	76153
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Dell Latitude E6530 Laptop = WILCO 1820
2. Manufacturer ID #:	4CK3VY1
2. Oracle Asset #:	76149
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Dell Latitude E6530 Laptop = WILCO 8672 RCI 501202
3. Manufacturer ID #:	FP9HXW1
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Unknown
Transferring Dept.:	District Attorney
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Grace Frias 1/18/2024 3:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership julie.schultz@wilco.org - 18-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Apple Laptop Model A1278 WILCO #16060 and C02530
1. Manufacturer ID #:	W892212T8QS
1. Oracle Asset #:	49891
1. Condition of Assets:	Unknown
2. Quantity (Mandatory)::	1
2. Description:	Apple Laptop Model A1278 WILCO#11669 and RCI#544237
2. Manufacturer ID #:	W89221538QS
2. Oracle Asset #:	49892
2. Condition of Assets:	Unknown
3. Quantity (Mandatory):	1
3. Description:	Apple Laptop Model A1278 WILCO #8924
3. Manufacturer ID #:	W89220R88QS
3. Oracle Asset #:	49890
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Apple Laptop Model A1286 WILCO #16059
4. Manufacturer ID #:	W893424U642
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Unknown
Transferring Dept.:	District Attorney
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Grace Frias 1/18/2024 3:31 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership judith.ritchie@wilco.org - 04-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	5
1. Description:	Brown Desk
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	brown file cabinet
2. Manufacturer ID #:	n/a
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	2
3. Description:	Wooden book shelves
3. Manufacturer ID #:	n/a
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Hon Metal Bookshelves
4. Manufacturer ID #:	n/a
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	medium size tabel
5. Manufacturer ID #	n/a
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Elections
Transferring Dept. Contact Person	Judith Ritchie
Transferring Dept. Contact Ph#:	31569
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Judith Ritchie 1/5/2024 5:34 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f\membership\judith.ritchie@wilco.org - 22-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Desk and hutch
1. Manufacturer ID #:	n/a
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Elections
Transferring Dept. Contact Person	Judith Ritchie
Transferring Dept. Contact Ph#:	31569
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Judith Ritchie 1/22/2024 1:59 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442
Asset(s) delivered to warehouse on:	11/9/2023
Delivered to warehouse by:	Joshua Henderson

## Asset Status Change



# Asset Status Change

Title:	i:0#.f membership damaris.morales@wilco.org - 11-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	11
1. Description:	Uniform shirts no patches
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	10
2. Description:	Uniform pants
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	10
3. Description:	TV Mounts and Cabling
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Unknown
4. Quantity (Mandatory):	1
4. Description:	Uniform Coat
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	2
5. Description	Curtain Rods/wall installed
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Emergency Services Dept.
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 1/11/2024 1:01 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership damaris.morales@wilco.org - 28-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5590 w/misc computer cables, keyboard, web cam
1. Manufacturer ID #:	SERVICE TAG: H7YH1X2 RCI TAG: 12225; ASSET # 224193
1. Oracle Asset #:	224193
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	HP OFFICEJET PRO 8710 PRINTER
2. Manufacturer ID #:	SN: CN65KE40SG; ASSET TAG: 3741
2. Oracle Asset #:	NOT FOUND IN ORACLE
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	LG 42" TV
3. Manufacturer ID #:	SN: 504RMTT1G433
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Non-Working
4. Condition of Assets:	Working
5. Condition of Assets	Working
Transferring Dept.:	Emergency Services Dept.
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 1/2/2024 9:18 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership damaris.morales@wilco.org - 28-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Samsung 40" display
1. Manufacturer ID #:	SN: 028YHCMFA00665T; RCI #s: 11203 & 544209
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	5
2. Description:	LG 32" TV
2. Manufacturer ID #:	SN: 207RMTT40921; 207RMGC40919; 208RMXXBR018; 207RMCJCU531, 208RMWVBR017
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	VIZIO TV 55"
3. Manufacturer ID #:	SN: LTMWSHAR0950099; RCI #: 4889
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	LG 47" TV
4. Manufacturer ID #:	SN: 207RMZL2D933; RCI #: 468108 & 5074
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	1
5. Description	LG 42" TV
5. Manufacturer ID #	SN: 107WTNM2S751; RCI #: 5416
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Emergency Services Dept.
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 1/2/2024 7:57 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership sarina.gonzalez@wilco.org - 23-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	12
1. Description:	Quantity 12 Laptops
1. Manufacturer ID #:	See attached list
1. Oracle Asset #:	248571,248666,206683,248363,240352
1. Condition of Assets:	Unknown
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Sarina Gonzalez
Transferring Dept. Contact Ph#:	512-943-3624
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 1/23/2024 2:50 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442
Asset(s) delivered to warehouse on:	1/24/2024
Delivered to warehouse by:	Brian Kammerer

## Asset Status Change

# Asset Status Change

Title:	i:0#.f\membership\rhonda.redden@wilco.org - 27-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	cubicle furniture panels
1. Manufacturer ID #:	unknown
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
Transferring Dept.:	Justice of the Peace 4
Transferring Dept. Contact Person	Rhonda Redden
Transferring Dept. Contact Ph#:	512-352-4157
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Rhonda Redden 12/27/2023 1:00 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442
Asset(s) delivered to warehouse on:	11/9/2023
Delivered to warehouse by:	Joshua Henderson

## Asset Status Change

# Asset Status Change

Title:	i:0#f membership rhonda.redden@wilco.org - 27-12-2023
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	4
1. Description:	laminate counter tops - L/R
1. Manufacturer ID #:	unknown
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	laminate counter tops - centers
2. Manufacturer ID #:	unknown
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
3. Quantity (Mandatory):	3
3. Description:	overhead storage bins w/flip up doors
3. Manufacturer ID #:	unknown
3. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
3. Condition of Assets:	Working
4. Quantity (Mandatory):	2
4. Description:	pedestal file drawers
4. Manufacturer ID #:	unknown
4. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
4. Condition of Assets:	Working
5. Quantity (Mandatory):	3
5. Description	box pedestal file drawers
5. Manufacturer ID #	unknown
5. Oracle Asset #	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
5. Condition of Assets	Working
Transferring Dept.:	Justice of the Peace 4
Transferring Dept. Contact Person	Rhonda Redden
Transferring Dept. Contact Ph#:	512-352-4157
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Rhonda Redden 12/27/2023 12:57 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗

Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442
Asset(s) delivered to warehouse on:	11/9/2023
Delivered to warehouse by:	Joshua Henderson

## Asset Status Change



# Asset Status Change

Title:	i:0#.f membership kendra.spears@wilco.org - 04-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	File Cabinet
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	2
2. Description:	Bulletin Board
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
2. Condition of Assets:	Working
Transferring Dept.:	Juvenile Services
Transferring Dept. Contact Person	Kendra Spears
Transferring Dept. Contact Ph#:	512-260-4230
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Denise Carlson 1/12/2024 9:12 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership emsud.horozovic@wilco.org - 16-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell 2019- Retired SWRP Maint. crew Desktop
1. Manufacturer ID #:	GWMPDW2
1. Oracle Asset #:	224125
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Dell 2019 - Retired Laura Schweitzer Trail Steward Desktop
2. Manufacturer ID #:	GWMQDW2
2. Oracle Asset #:	224126
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Samsung Sept. 2010 - Retired printer
3. Manufacturer ID #:	Wilco tag 2946
3. Oracle Asset #:	NOT FOUND IN ORACLE
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	1
4. Description:	HP old scanner Deskjet 3520
4. Manufacturer ID #:	No tag
4. Oracle Asset #:	NOT FOUND IN ORACLE
4. Condition of Assets:	Non-Working
Transferring Dept.:	Parks
Transferring Dept. Contact Person	Toby Bonnet
Transferring Dept. Contact Ph#:	512/987-4792
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Emsud Horozovic 1/16/2024 12:05 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership misty.cordero-pierce@wilco.org - 05-01-2024
Disposal Method:	SALE at the earliest auction
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	L shaped desk
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	small shredder - works sometimes
2. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
Transferring Dept.:	Veteran Services
Transferring Dept. Contact Person	Misty Cordero-Pierce
Transferring Dept. Contact Ph#:	512-943-1900
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Misty Cordero-Pierce 1/5/2024 10:29 AM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Auction
Court Date:	2/6/2024
Agenda Item:	33442
Asset(s) delivered to warehouse on:	1/5/2024
Delivered to warehouse by:	Tony Hill

## Asset Status Change

**Commissioners Court - Regular Session****9.****Meeting Date:** 02/06/2024

Assets for Destruction Monthly Report 02.06.24

**Submitted For:** Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 01.01.24 through 01.30.24.

**Background**

Please see the attached list for details.

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**Fiscal Impact**

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

January Destruction Assets Report

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 02/01/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

02/01/2024 10:01 AM

02/01/2024 10:57 AM

Started On: 01/17/2024 10:12 AM

"January 2024

Monthly Report

**Court Date:** 02.06.24

**Williamson County - Assets for Destruction**

**Agenda #:**

33443

Item	Serial Number	Quantity	Department
Sharp LED TV/monitor	50G154927H06961	1	Constables 2
Keyboard and Mouse	Kensington A1718A000845	1	Tax Assessor/Collector

# Asset Status Change

Title:	i:0#f membership wfowler@wilco.org - 05-01-2024
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Sharp LED TV/monitor
1. Manufacturer ID #:	50G154927H06961
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Constables 2
Transferring Dept. Contact Person	Wade Fowler
Transferring Dept. Contact Ph#:	5126738041
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Wade Fowler 1/5/2024 12:17 PM 1.0
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	2/6/2024
Agenda Item:	33443

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership mary.greenway@wilco.org - 05-01-2024
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Keyboard and Mouse
1. Manufacturer ID #:	Kensington A1718A000845
1. Oracle Asset #:	NOT AN ASSET TRACKED IN ORACLE PER ASSET GUIDELINES
1. Condition of Assets:	Non-Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	5129431954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Larry Gaddes 1/10/2024 11:22 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	2/6/2024
Agenda Item:	33443

## Asset Status Change

**Commissioners Court - Regular Session****10.****Meeting Date:** 02/06/2024

Assets for Transfer Monthly Report 02.06.24

**Submitted For:** Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 01.01.24 through 01.30.24.

**Background**

Please see the attached list for details.

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**Fiscal Impact**

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

January Transfer Assets Report

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 02/01/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

02/01/2024 10:01 AM

02/01/2024 10:57 AM

Started On: 01/17/2024 10:13 AM



\*January 2024

Monthly Report

Court Date:

02.06.24

**Williamson County - Assets for Transfer**

Agenda #:

33444

Item	Serial Number	Quantity	From Department	To Department
MOTOROLA APX7500 DUAL BAND - DASH MOUNT	656CRV1634	1	911 Communications	Emergency Management
Panasonic FZ-N1 Toughbook Ticket Writer	3EKSA45964	1	Constables 1	Sheriff Office
Panasonic FZ-N1 Toughbook Ticket Writer	3EKSA45972	1	Constables 1	Sheriff Office
Panasonic FZ-N1 Toughbook Ticket Writer	3EKSA45974	1	Constables 1	Sheriff Office
Panasonic FZ-N1 Toughbook Ticket Writer	3EKSA45985	1	Constables 1	Sheriff Office
Zebra ZQ521	XXRBN230801006	1	Constables 1	Sheriff Office
Zebra ZQ521	XXRBN230801019	1	Constables 1	Sheriff Office
Zebra ZQ521	XXRBN230801007	1	Constables 1	Sheriff Office
Zebra ZQ521	XXRBN230801011	1	Constables 1	Sheriff Office
Destroyit 4002 Shredder	4132452	1	Emergency Services Dept	Sheriff Office
Dell Latitude 5310		1	Information Systems	Fleet Services

# Asset Status Change

Title:	i:0#.f\membership\jeff.spencer@wilco.org - 28-12-2023
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MOTOROLA APX7500 DUAL BAND - DASH MOUNT
1. Manufacturer ID #:	656CRV1634 (oracle ID 168953)
1. Oracle Asset #:	168953
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 1/2/2024 9:51 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Emergency Management
Receiving Department Contact Person:	Shantelle Brannon
Receiving Dept. Contact Ph#:	512-864-8205
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Shantelle Brannon
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Shantelle Brannon 1/4/2024 5:34 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	2/6/2024
Agenda Item:	33444

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership jereme.brinkmann@wilco.org - 12-01-2024
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Panasonic FZ-N1 Toughbook Ticket Writer
1. Manufacturer ID #:	3EKSA45964 BarCode 3693858
1. Oracle Asset #:	318611
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	1
2. Description:	Panasonic FZ-N1 Toughbook Ticket Writer
2. Manufacturer ID #:	3EKSA45972 BarCode 3693847
2. Oracle Asset #:	318610
2. Condition of Assets:	Working
3. Quantity (Mandatory):	1
3. Description:	Panasonic FZ-N1 Toughbook Ticket Writer
3. Manufacturer ID #:	3EKSA45974 BarCode 3693836
3. Oracle Asset #:	318609
3. Condition of Assets:	Working
4. Quantity (Mandatory):	1
4. Description:	Panasonic FZ-N1 Toughbook Ticket Writer
4. Manufacturer ID #:	3EKSA45985
4. Oracle Asset #:	318608
4. Condition of Assets:	Working
5. Quantity (Mandatory):	4
5. Description	Zebra ZQ521 x 4
5. Manufacturer ID #	XXRBN230801006, XXRBN230801019, XXRBN230801007, XXRBN230801011
5. Oracle Asset #	318613, 318612, 318615, 318614
5. Condition of Assets	Working
Transferring Dept.:	Constables 1
Transferring Dept. Contact Person	Jereme Brinkmann
Transferring Dept. Contact Ph#:	512-244-8652
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ PATRICK YOUNGREN 1/12/2024 11:28 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘

Receiving Dept.	Sheriff's Office
Receiving Department Contact Person:	Pat Erickson
Receiving Dept. Contact Ph#:	5129431300
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✅ James David 1/16/2024 3:24 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	2/6/2024
Agenda Item:	33444

## Asset Status Change

# Asset Status Change

Title:	i:0#.f membership damaris.morales@wilco.org - 02-01-2024
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Destroyit 4002 Shredder
1. Manufacturer ID #:	SN: 4132452; ASSET # 75136; RCI #: 2235
1. Oracle Asset #:	75136
1. Condition of Assets:	Working
Transferring Dept.:	Emergency Services Dept.
Transferring Dept. Contact Person	Damaris Morales
Transferring Dept. Contact Ph#:	512-864-8248
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Mike Knipstein 1/2/2024 8:30 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Dept.	Sheriff's Office
Receiving Department Contact Person:	Daniel Robertson
Receiving Dept. Contact Ph#:	512-943-1932
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	James David
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✓ James David 1/4/2024 9:47 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	2/6/2024
Agenda Item:	33444

## Asset Status Change

# Asset Status Change

Title:	i:0#f\membership\jmoore@wilco.org - 03-01-2024
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5310
1. Manufacturer ID #:	Service Tag # CND8203
1. Oracle Asset #:	248665
1. Condition of Assets:	Working
Transferring Dept.:	Information Systems
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Julie Schultz 1/3/2024 4:23 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Fleet Services
Receiving Department Contact Person:	Kevin Teller
Receiving Dept. Contact Ph#:	512-943-3368
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Kevin Teller
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Kevin Teller 1/4/2024 6:17 AM
Purchasing Final Determination	Internal Department Transfer
Court Date:	2/6/2024
Agenda Item:	33444

## Asset Status Change

**Commissioners Court - Regular Session****11.****Meeting Date:** 02/06/2024

VSC Assets for Auction

**Submitted For:** Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**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:

- 2006 Strong Box Vin #0098
- 2003 Rhino Utility Trailer Vin #2087
- 2008 Graco Lne Driver Vin #4298
- 2005 Trailers Man Utility Trailer Vin #1435

**Background**

Please see the attachment for details.

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**Fiscal Impact**

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

VSC Assets for Auction

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 01/31/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

01/31/2024 12:26 PM

01/31/2024 02:11 PM

Started On: 01/29/2024 10:48 AM

County VIN/Serial Number	WCS00098
Make	STRONG BOX
License Plate	9054554
Year	2006
Model	STRONG BOX
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Keith Geer
Equipment Unit Number	PF1252
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)	ASSET #62825 Previously pulled back from Fleet for storm cleanup on 2/27/2023. <a href="https://wilco365.sharepoint.com/sites/RiskServices/Lists/VSCv2/DispForm.aspx?ID=9&amp;e=WEWnu1">https://wilco365.sharepoint.com/sites/RiskServices/Lists/VSCv2/DispForm.aspx?ID=9&amp;e=WEWnu1</a>
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	2/6/2024
VSC Review	
Department	510 - Parks
Receiving Department	882 - Fleet Services
Short VIN	0098
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	✔ Keith Geer 1/25/2024 10:43 AM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 1/25/2024 1:52 PM
Authorizing Risk Employee Signature	✔ Kristin McGrath 1/26/2024 12:56 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 1/26/2024 1:13 PM
Purchasing Department Signature	✔ Misty Brooks 1/29/2024 10:33 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	63
Version	7.0
Attachments	False
Created	1/25/2024 9:17 AM
Created By	Andy Bowerman
Modified	1/29/2024 10:33 AM
Modified By	Misty Brooks

County VIN/Serial Number	4X509199A002087
Make	RHINO
License Plate	9065041
Year	2003
Model	UTILITY TRAILER
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Keith Geer
Equipment Unit Number	7536
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)	ASSET #39101 Previously pulled back from Fleet for storm cleanup on 2/27/2023. <a href="https://wilco365.sharepoint.com/sites/RiskServices/Lists/VSCv2/DispForm.aspx?ID=10&amp;e=kRT88p">https://wilco365.sharepoint.com/sites/RiskServices/Lists/VSCv2/DispForm.aspx?ID=10&amp;e=kRT88p</a>
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	2/6/2024
VSC Review	
Department	510 - Parks
Receiving Department	882 - Fleet Services
Short VIN	2087
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	✔ Keith Geer 1/25/2024 10:48 AM
Receiving Department Signature	✕
Budget Office Signature Acknowledgement	✕
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 1/25/2024 1:53 PM
Authorizing Risk Employee Signature	✔ Kristin McGrath 1/26/2024 12:56 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 1/26/2024 1:16 PM
Purchasing Department Signature	✔ Misty Brooks 1/29/2024 10:37 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	61
Version	7.0
Attachments	False
Created	1/25/2024 9:09 AM
Created By	Andy Bowerman
Modified	1/29/2024 10:37 AM
Modified By	Misty Brooks

County VIN/Serial Number	BA4298
Make	GRACO
License Plate	NA
Year	2008
Model	GRACO LINE DRIVER
Reason for Status Change	NOT MECHANICALLY SOUND
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Keith Geer
Equipment Unit Number	7533
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)	INOPERABLE Replaced with Turf Tank; PO#185125
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	2/6/2024
VSC Review	
Department	510 - Parks
Receiving Department	
Short VIN	4298
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	✔ Keith Geer 1/25/2024 10:50 AM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 1/25/2024 1:54 PM
Authorizing Risk Employee Signature	✔ Kristin McGrath 1/26/2024 12:57 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 1/26/2024 1:17 PM
Purchasing Department Signature	✔ Misty Brooks 1/29/2024 10:39 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	60
Version	7.0
Attachments	False
Created	1/24/2024 11:48 AM
Created By	Andy Bowerman
Modified	1/29/2024 10:39 AM
Modified By	Misty Brooks

County VIN/Serial Number	10191435
Make	TRAILERS MAN
License Plate	9065040
Year	2005
Model	UTILITY TRAILER
Reason for Status Change	Other- See Comments
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	Keith Geer
Equipment Unit Number	7523
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)	ASSET#55264 Previously pulled back from Fleet for storm cleanup on 2/27/2023. <a href="https://wilco365.sharepoint.com/sites/RiskServices/Lists/VSCv2/DispForm.aspx?ID=8&amp;e=d6RBXd">https://wilco365.sharepoint.com/sites/RiskServices/Lists/VSCv2/DispForm.aspx?ID=8&amp;e=d6RBXd</a>
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	2/6/2024
VSC Review	
Department	510 - Parks
Receiving Department	882 - Fleet Services
Short VIN	1435
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	✔ Keith Geer 1/25/2024 10:27 AM
Receiving Department Signature	✘
Budget Office Signature Acknowledgement	✘
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 1/25/2024 1:51 PM
Authorizing Risk Employee Signature	✔ Kristin McGrath 1/26/2024 12:58 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 1/26/2024 1:18 PM
Purchasing Department Signature	✔ Misty Brooks 1/29/2024 10:42 AM
DeparAuthSignedCalculated	No
ReceivingDeptauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	62
Version	8.0
Attachments	False
Created	1/25/2024 9:11 AM
Created By	Andy Bowerman
Modified	1/29/2024 10:42 AM
Modified By	Misty Brooks

**Commissioners Court - Regular Session****12.****Meeting Date:** 02/06/2024

Appointment of Deputy Constables

**Submitted By:** Brian Olson, Constable Pct. #4**Department:** Constable Pct. #4**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action concerning the appointment of Paul Hall and Mark Pacheco to the Precinct 4 Constables Office.

**Background**

Mr. Hall and Mr. Pacheco have been selected and are being appointed as Deputy Constable after having completed an extensive background investigation and interview process. Mr. Hall and Mr. Pacheco are both currently licensed Texas Peace Officers. Mr. Hall is an Army veteran with 27 years of experience and holds a Master Peace Officer certification. Mr. Pacheco is an Army veteran with 5 years of experience and holds an Intermediate Peace Officer certification.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Brian Olson

Final Approval Date: 01/31/2024

**Reviewed By**

Becky Pruitt

**Date**

01/31/2024 03:52 PM

Started On: 01/31/2024 03:22 PM



**Commissioners Court - Regular Session****13.****Meeting Date:** 02/06/2024

ESD #4 Reappointment - Chuck Walker

**Submitted For:** Cynthia Long**Submitted By:** Pierce Kathy, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on the re-appointment of Chuck Walker to Place #4 of the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2024, and ending on December 31, 2025.

**Background**

Chuck Walker has served on the ESD Board since his appointment in 2020. He serves as Assistant Treasurer on the Board.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 01/31/2024

**Reviewed By**

Becky Pruitt

**Date**

01/31/2024 02:13 PM

Started On: 01/31/2024 11:45 AM

**Commissioners Court - Regular Session****14.****Meeting Date:** 02/06/2024

ESD #4 Reappointment - Kim Sanders

**Submitted For:** Cynthia Long**Submitted By:** Pierce Kathy, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on the re-appointment of Kim Sanders to Place #5 of the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2024, and ending on December 31, 2025.

**Background**

This is Kim's second term on the ESD #4 Board of Directors. She was originally appointed on December 14, 2021.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 01/31/2024

**Reviewed By**

Becky Pruitt

**Date**

01/31/2024 02:13 PM

Started On: 01/31/2024 12:14 PM

**Commissioners Court - Regular Session****15.****Meeting Date:** 02/06/2024

Off-Duty Agreement for Williamson-Travis County MUD No. 1

**Submitted For:** Cynthia Long**Submitted By:** Pierce Kathy, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on Interlocal Agreement with Williamson-Travis Counties Municipal Utility District (MUD) No. 1, for off-duty constable deputies.

**Background**

This is a renewal agreement that updates the vehicle usage rate for off-duty patrols.

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**Fiscal Impact**

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

Interlocal Agreement Off Duty Officers

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 01/31/2024

**Reviewed By**

Becky Pruitt

**Date**

01/31/2024 03:12 PM

Started On: 01/31/2024 02:25 PM

STATE OF TEXAS	§	STANDARD AGREEMENT WITH
	§	LOCAL GOVERNMENTAL ENTITY
	§	REGARDING OFF-DUTY
	§	CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON	§	CONSTABLE DEPUTIES

This interlocal agreement (hereinafter, the “AGREEMENT”) is entered into by and between the local governmental entity set forth on the signature age below (hereinafter, “LGE”) in the State of Texas, (hereinafter, “COUNTY”) a political subdivision of the State of Texas, and the Williamson County Constable’s Office set forth on the signature page below (hereinafter, “CONSTABLE’S OFFICE”).

For and in consideration of the permission given by COUNTY for the LGE to employ or contract in a private capacity DEPUTIES of the CONSTABLE’S OFFICE (hereinafter “DEPUTIES), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that with the DEPUTIES are working of the LGE, the DEPUTIES’ primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce “district policies” or “house rules” of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.0205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and polices of the CONSTABLE’S OFFICE. ***LGE expressly acknowledges and agree that such DEPUTIES are at all times employees or independent contractors of LGE when employed or contracted by the LGE.***
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its employment of contactor relationships with DEPUTIES. The LGE, as part of the AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES employment with the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
4. The term of this AGREEMENT shall begin on February 7, 2023, and shall terminate on September 30, 2024, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2024, October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days’ notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Texas Occupations Code Section 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. The COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. LGE agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. LGE shall provide such vehicle time records to COUNTY and CONSTABLE'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:  
  
CONSTABLE'S OFFICE:      At the address set forth on the signature page below.  
  
COUNTY:                      Williamson County Auditor's Office  
                                      Attn: Finance Director  
                                      710 Main Street, Suite 301  
                                      Georgetown, Texas 78626
9. LGE agrees that it shall pay deputies directly and file the appropriate tax documents with the Internal Revenue Service.
10. Each party to the AGREEMENT, in the performance of the AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify, or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.



**LGE:**

Name of LGE: Williamson-Travis Counties Municipal Utility District No. 1

Signature: Linda Fabre

Printed Name: Linda Fabre

Title: President

Date: Jan. 17, 2024, 2024

**WILLIAMSON COUNTY CONSTABLE'S OFFICE:**

Williamson County Constable Precinct No. 2

Printed Name of Official: Jeff Anderson

Signature of Official: [Signature]

Date: JANUARY 21<sup>st</sup>, 2024

Address of Office: 350 Discovery Blvd., Suite 205  
Cedar Park, Texas 78613

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL  
GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPUTIES.

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF  
BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK<sup>1</sup>

**WILLIAMSON COUNTY COMMISSIONER'S COURT:**

By: \_\_\_\_\_

Bill Gravell Jr.

Williamson County Judge & Presiding Officer, Williamson  
County Commissioner's Court

710 Main Street, Suite 105

Georgetown, Texas 78626

<sup>1</sup> Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

**Commissioners Court - Regular Session****16.****Meeting Date:** 02/06/2024

Local Rabies Control Authority (LRCA) appointment for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office, Deputy Blake Hartt, to be designated as the Local Rabies Control Authority (LRCA) effective February 6, 2024 for the purposes of the Rabies Control Act of 1981.

**Background**

Casey Shannon was our LRCA but she has transferred to another position in the Sheriff's Office. We are recommending the appointment of Deputy Blake Hartt as the temporary Local Rabies Control Authority until the new ACO Supervisor has been hired and received the LRCA certification to be eligible for the designation. Deputy Hartt serves as a Livestock Deputy and has previously served as the temporary LRCA back on October 19, 2021. He took the proper coursework on February 17, 2021 to be eligible for the LRCA appointment.

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**Fiscal Impact**

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

TDSHS Designation form

LRCA Certification-Blake Hartt

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 08:37 AM

Started On: 01/31/2024 03:23 PM





**TEXAS**  
Health and Human  
Services

Texas Department of State  
Health Services

# LOCAL RABIES CONTROL AUTHORITY

The Commissioners Court of Williamson County  
(governing body) (city or county)

designates Blake Hartt as the Local Rabies Control  
(job title or name)

Authority (LRCA) for the purposes of the RABIES CONTROL ACT OF 1981.

This appointment became effective February 6, 2024.  
(date)

AUTHORIZING PERSON'S NAME (print): Bill Gravell

AUTHORIZING PERSON'S TITLE: County Judge

AUTHORIZING PERSON'S SIGNATURE: \_\_\_\_\_

Please print the name and contact information of the appointed individual:

NAME: Blake Hartt

AGENCY: Williamson County Sheriff's Office

STREET ADDRESS: 508 S. Rock Street

MAILING ADDRESS: 508 S. Rock Street

CITY/STATE/ZIP: Georgetown, TX 78626

JOB TITLE: Livestock Deputy

TELEPHONE: 737-240-9339

FAX: 512-943-1393

E-MAIL ADDRESS: bhartt@wilco.org

RETURN THIS FORM TO: Department of State Health Services  
Zoonosis Control  
2408 South 37<sup>th</sup> Street  
Temple, TX 76504

# Humane Educators of Texas, LLC

*Blake Hart*

Is awarded this certificate upon successful completion of an 8-hour course of  
study in

## **Local Rabies Control Authority Training**

As conducted by Humane Educators of Texas, LLC in Hutto, TX and approved by the  
Texas Department of State Health Services for up to 8 hours of Animal Control Officer CE.

Awarded this 17<sup>th</sup> day of February 2021

*Tabitha Blewett*

Tabitha Blewett, Instructor

**Commissioners Court - Regular Session****17.****Meeting Date:** 02/06/2024

Champ Firm Rate Adj 2024

**Submitted By:** Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action approving and acknowledging rate adjustments for the Chapman Firm for 2024.

**Background**

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**Fiscal Impact**

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

Chapman Firm Rate Adjustment 2024

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 01/30/2024

**Reviewed By**

Becky Pruitt

**Date**

01/30/2024 03:04 PM

Started On: 01/29/2024 03:04 PM



The Chapman Firm PLLC  
3410 Far West Boulevard  
Suite 210  
Austin, Texas 78731  
PHONE: 512.872.3840  
FAX: 512.879.9033  
[chapmanfirmtx.com](http://chapmanfirmtx.com)

January 29, 2024

Via e-mail:

Williamson County  
c/o Hal C. Hawes  
710 Main Street, Suite 200  
Georgetown, Texas 78626  
[hhawes@wilco.org](mailto:hhawes@wilco.org)

Re: 2024 Rate Schedule

Dear Mr. Hawes:

I write to provide an update about The Chapman Firm PLLC and to address our engagement moving forward into 2024. This year the Firm will celebrate its ten-year anniversary. As we reflect on the first decade as a Firm, we would like to express our gratitude and appreciation for the trust and reliance you place in us to represent you as legal counsel. The Firm has experienced constant and steady growth. To maintain the level of service that we strive to provide all our clients, we have implemented many internal processes to better serve you.

Additionally, our current roster of attorneys and paralegals continue to grow and develop to provide more efficient and complete legal services. We devote substantial amount of time and effort to develop and grow internally to develop talent, maintain our level of service, and meet our expectations for excellent, efficient and value-driven approach.

In order to facilitate our growth, maintain our obligations to our personnel, and sustain our commitment to our clients, and recognize the professional growth and development, the Firm will experience an increase in costs going forward 2024.

Controlling those costs remains challenging and we strive to find a balance between lean efficiency and robust resources to ensure our service to you remains at a high level. Unlike many other firms, we do not include itemized costs on our invoices to our clients. We feel our rate structure should encompass all overhead and general operating costs. Rather than using additional fees or mark-ups on expenses as a hidden profit center, we absorb virtually all cost into our rates. As a result, the Firm feels that a rate increase for 2024 is necessary to allow our firm, and more importantly—our people—to adjust to increased expenses and tightening of budgets.

In accordance with your engagement letter for hourly services with the Firm, this letter serves as a formal notice of adjustment of the Firm's hourly rates for 2024. Attached to this letter you will find a revised rate sheet.

January 29, 2024

Please do not hesitate to contact me if you have any questions or concerns about these new rates. Also, please keep in mind that the Firm is always willing to discuss alternative fee arrangements such as flat fees, monthly retainers, and contingency or modified contingency agreements. We remain willing and able to structure fees based on your specific needs and any particular matters you bring to us.

Again, thank you for your continued business. Everyone at the Firm genuinely appreciates it. We wish you a successful year.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Jeff Chapman', with a stylized, cursive script.

Jeff Chapman

JSC:sal  
Enclosures

January 29, 2024

**THE CHAPMAN FIRM, PLLC**

**2024 FEE SCHEDULE  
Reduced Billing Rates**

**PARTNERS**

Jeffrey S. Chapman	<b>\$450.00</b>
Erik G. Moskowitz	<b>\$420.00</b>
Jerry Negrete	<b>\$385.00</b>
Tiffany N. Leal	<b>\$385.00</b>

**SENIOR COUNSEL**

Sarah E. Scott	<b>\$360.00</b>
Kerrie M. Taylor	<b>\$350.00</b>
Lyndsey D. Vicknair	<b>\$350.00</b>

**ASSOCIATES**

Elizabeth K. Boateng	<b>\$295.00</b>
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**OTHER**

Senior Paralegal	<b>\$190.00</b>
Paralegal	<b>\$150.00</b>

**Commissioners Court - Regular Session****18.****Meeting Date:** 02/06/2024

Discuss, consider and take appropriate action on uniform policy for the Senior Director

**Submitted For:** Bill Zito**Submitted By:** Damaris Morales, Emergency Services Dept.**Department:** Emergency Services Dept.**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the uniform policy for the WCES Senior Director.

**Background**

With Bill Zito as our new Senior Director, this policy outlines the uniform guidelines for our public-facing representative of Williamson County Emergency Services.

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**Fiscal Impact**

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

Uniform Policy

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Damaris Morales

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 11:28 AM

Started On: 02/01/2024 10:50 AM



# Williamson County Emergency Services

## Standard Operating Guidelines

S.O.G. 1.07

### Subject

Uniforms for Emergency Services Senior Director

### Purpose

The purpose this SOG is to provide the Senior Director with uniform guidelines in accordance with all Williamson County policies.

### Procedures

- Must be required daily wear, in accordance with county policies.
- Must be worn on deployments or responses to emergencies within the capacity of your Williamson County role as Emergency Services Senior Director.
- All uniform items purchased with County funds, must be returned upon replacement and or if employment ends with the County.
- All uniform items even if personally purchased, but have County branding applied, must be returned upon replacement or if employment ends with the County.
- Uniform items must not be worn outside of the duties of your employment.
- Department specific badges (shields) must be worn daily while in uniform.

### Funding

- All uniform related items will be budgeted for and allocated from the uniform line item 3311 in accordance with County Budget policy.

### Uniforms

All uniform items purchased are subject to the budget allowance approved annually by the County Budget department, so quantities may vary.

- Up to five shirts will be issued annually and must be polo or tactical/industrial shirts (short and long sleeve).
- Up to five pants will be issued annually and must be tactical/industrial styles.
- Badges must be specific to the department role within Williamson County

Revision Date:	
Effective Date:	1/12/2024
Prepared by:	Damaris Morales
Approved by:	<i>William Zito Jr</i>



**Commissioners Court - Regular Session****19.****Meeting Date:** 02/06/2024

Amendment to Expo Center - License &amp; Use Agreement and Rates

**Submitted For:** Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on amending the Williamson County Exposition Center's recently revised rates (fee) schedule as related to the Parks Pass discount for RV sites.

**Background**

On January 9, 2024, the Commissioners Court adopted an updated and revised License and Use Agreement (Rev.12/15/2023) and revised rates (fee) schedule. After subsequent review it was determined that the rates listed for Parks Pass discounts for RV sites was incorrect. The RV site (water/electric) rate with a Parks Pass was listed at \$30/night. The correct rate is \$25/night. The RV site (water/electric/sewer) rate with a Parks Pass was listed at \$35/night. The correct rate is \$30/night.

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**Fiscal Impact**

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

Expo Center Rates - FINAL 2.6.24

Expo Center Rates - REDLINE 2.6.24

Expo Center License &amp; Use Agreement - 2.1.24

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Russell Fishbeck

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 11:47 AM

Started On: 02/01/2024 11:27 AM



Williamson County Exposition Center  
Rate Schedule

Version 2/6/24

Facility	Security Deposit	Notes
Expo Halls, Covered Expo, Arenas, RV Park, Tarmac, East Parking Lot, Pavilion or Complex	\$ 500	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
Meeting Room, Conference Room, Catering Kitchen	\$ 100	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
License & Use Fees	Fee	Notes
Move In Fee	Variable	Fee is part of total License & Use Fee, but is paid at a rate of one-half (1/2) of the total License & Use Fee
Main Arena & Warm-up Arena	\$ 1,000	0-50 stalls per day
Main Arena & Warm-up Arena	\$ 600	51-80 stalls per day
Main Arena & Warm-up Arena	\$ -	81-200 stalls per day
Main Arena (weekday) - 3 hours **	\$ 250	Monday-Thursday 9am-12pm or 1pm-4pm
Main Arena (weekday) - 5 hours **	\$ 375	Monday-Thursday 5pm-10pm
Practice Arena (weekday) - hourly rate **	\$ 25	Monday-Thursday 9am-12pm or 1pm-4pm
Pavilion	\$ 1,000	
Expo Hall North	\$ 550	Catering kitchen NOT included
Expo Hall South	\$ 550	Catering kitchen NOT included
Expo Hall North & South *	\$ 1,000	Catering kitchen included
Covered Expo	\$ 500	
Expo Hall North, South and Covered Expo *	\$ 1,400	
Ron Morrison Meeting Room (daily rate) ***	\$ 175	
Ron Morrison Meeting Room (hourly rate) ***	\$ 40	2-hour minium rental
Hagler Conference Room (daily rate) ***	\$ 125	
Hagler Conference Room (hourly rate) ***	\$ 40	2-hour minium rental
Catering Kitchen	\$ 150	
Concession Building East	\$ 75	Includes use of appliances
Concession Building West	\$ 75	Includes use of appliances
RV Park	\$ 1,400	Per night & includes 50 RV sites
Tarmac/South Parking Lot	\$ 750	Includes use of electrical/water service pedestals
East Parking Lot	\$ 500	
Entire Expo Center Facility	\$ 3,500	Excludes RV park
Extended Facility Rental (hourly after midnight)	\$ 150	

\*Multiple area rental discount

\*\*Bookings no more than 45 days in advance

\*\*\*Plus staff fee if rental is outside of 8am-5pm

Guest Services	Fee	Notes
Tables - 8' rectangle*	\$ 8	Each, per floorplan placement; each deviation results in an additional \$8/table fee
Tables - 6' rectangle*	\$ 6	Each, per floorplan placement; each deviation results in an additional \$6/table fee
Tables - 6' round or cocktail*	\$ 8	Each, per floorplan placement; each deviation results in an additional \$8/table fee
Chairs*	\$ 1.25	Each, per event
Easels*	\$ 15	Each, per event
Podium*	\$ 25	Each, per event
Stage*	\$ 250	Each, per floorplan placement
Stage (relocation)*	\$ 125	Each, per deviation from floorplan placement
Projector & Screen*	\$ 50	Each, per event
A-frame Signs*	\$ 10	Each, per event
Traffic Cones*	\$ 1	Each, per event
Traffic and Pedestrian Barriers*	\$ 35	Each, per event
Copier Services	\$ 0.50	Each, per page

**\*Items MUST BE purchased through the Williamson County Expo Center**

Utility Services	Fee	Notes
Electrical Drops	\$ 25	Each, per event
RV Dump Station	\$ 10	Drive by dump per vehicle not associated with a reservation

Overnight Services	Fee	Notes
Stalls	\$ 30	Each, per day
RV site (Water/Electric) *#	\$ 35	Each, per night
<del>RV site (Water/Electric) *#</del>	<del>\$ 30</del>	<del>Parks Pass Discount Rate: Each, per night</del>
RV site (Water/Electric) *#	\$ 25	Parks Pass Discount Rate: Each, per night
RV site (Water/Electric/Sewer) *#	\$ 40	Each, per night
<del>RV site (Water/Electric/Sewer) *#</del>	<del>\$ 35</del>	<del>Parks Pass Discount Rate: Each, per night</del>
RV site (Water/Electric/Sewer) *#	\$ 30	Parks Pass Discount Rate: Each, per night

**\*RV check-in 8am; check-out 8pm following day - 36-hour stay**

**#RV site length of stay is limited to 14 consecutive days based on availability. Must vacate property for a minimum of 72 hours.**

Equipment & Other Service Fees	Fee	Notes
Roping Equipment	\$ 400	Per set-up
Rodeo Equipment	\$ 800	Per set-up
Barrel Racing Set-up	\$ 200	Per set-up
Panel/Gate Set-up	\$ 4	Per panel or gate
Additional Personnel Resources to Support Event (hourly)	\$ 25	
Custodial Fee (hourly)	\$ 25	
Forklift/Genie Lift with Operator (hourly)	\$ 75	
Tractor Drags with Operator (hourly)	\$ 100	Applicable when drags are required less than 30 minutes apart
Banners, Signs, Decorations Placement (hourly)	\$ 50	
Freight & Material Storage (Daily)	\$ 100	
Excessive Clean-up Fee (hourly)	\$ 75	
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	\$ 10	Per stall between 1-35
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	\$ 750	Flat fee if 36+ stalls
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	\$ 6	Per panel or gate
Reservation Rescheduling Fee Outside of 60 days	\$ 100	
Move-In/Move-Out outside of 8am-5pm, M-F (hourly)	\$ 75	
Lost Key/Card (each)	\$ 50	
Insufficient Funds (NSF)	\$ 30	

Concessions & Miscellaneous	Fee	Notes
Parks Pass	\$ 50	
Open Arena Ride	\$ 25	Per rider
Open Arena Ride	\$ 15	Per rider with Parks Pass
Catering Permit	\$ -	Refer to Catering Permit Application
Temporary Food Permit (Daily)	\$ 50	
Alcohol Vendor Indoor Booth(s)	\$ 1,250	
Alcohol Vendor Outdoor Booth(s)	\$ 1,750	
Alcohol Vendor Complex Booth(s)	\$ 2,250	



Williamson County Exposition Center  
Rate Schedule

Version 2/6/24

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RV site (Water/Electric/Sewer) *#	\$ 30	Parks Pass Discount Rate: Each, per night

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Open Arena Ride	\$ 25	Per rider
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Temporary Food Permit (Daily)	\$ 50	
Alcohol Vendor Indoor Booth(s)	\$ 1,250	
Alcohol Vendor Outdoor Booth(s)	\$ 1,750	
Alcohol Vendor Complex Booth(s)	\$ 2,250	



## Williamson County Exposition Center License & Use Agreement

THIS WILLIAMSON COUNTY EXPOSITION CENTER LICENSE & USE AGREEMENT ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of this State of Texas, ("Licensor" or "Williamson County"), acting by and through its duly authorized Williamson County Exposition Center General Manager ("Expo Center Manager"), and the undersigned individual or entity ("Licensee") relating to the license and use of the Williamson County Exposition Center ("Expo Center").

1. **LICENSE:** In exchange for the Security Deposit, License & Use Fees and other fees described in Paragraphs 3 and 4, Williamson County does hereby grant, subject to the terms and provisions hereof, to Licensee permission to use the areas of the Expo Center Premises specified in **Exhibit "A"** (collectively referred to as the "Licensed Facilities") for the purpose of holding the event set out and described in said exhibit ("Event"). **Exhibit "A"** is incorporated herein by reference as if copied in full. Licensee's use is restricted to the herein identified and named Licensed Facilities, including the use of the parking area adjacent to the reserved Licensed Facilities, and any avenues of ingress and egress to the Licensed Facilities and such parking areas.
2. **TERM OF LICENSE:** The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times set forth in **Exhibit "A."**
3. **FEES AND PAYMENT:**

**LICENSE & USE FEES; OTHER FEES AND COSTS:** Licensee hereby covenants and agrees to pay Williamson County the License & Use Fees set out in **Exhibit "A"** for the use of the Licensed Facilities. In addition to the License & Use Fees and any damages that Licensee may become obligated to pay hereunder, if any, Licensee also hereby covenants and agrees to pay the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees used, acquired and incurred during Licensee's Event. The fee amounts for the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, which is attached hereto and incorporated herein by reference.



ACCEPTABLE FORMS OF PAYMENT - Williamson County accepts payment by Cash, Check, Discover, Visa, and MasterCard only. Any checks returned for any reason will be subject to the fees set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, as well as be referred to the Williamson County Attorney's Office for prosecution and collection.

PLACE FOR PAYMENT: Licensee shall pay all fees and amounts due hereunder at the Expo Center office located at 5350 Bill Pickett Trail Taylor, TX 76574.

PAYMENT TERMS: All fees and any damages that Licensee is obligated to pay hereunder shall be paid in accordance with the payment terms set out in **Exhibit "A."**

UNTIMELY OR INSUFFICIENT PAYMENT. If Licensee fails to timely pay any amounts due under this Agreement, all amounts not paid shall bear interest at the highest rate allowed under applicable law. Time is of the essence for the payment of all amounts hereunder. **Licensee hereby acknowledges that strict compliance with payment due dates is required and that there is no grace period pertaining to such payments.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Williamson County may exercise, at law or in equity, for Licensee's failure to timely pay. Furthermore, Williamson County may deny Licensee from any future use of the Expo Center Premises due to a failure to timely pay.

4. SECURITY DEPOSIT: The Expo Center may require Licensee to deposit with the Expo Center, as a Security Deposit for the Licensed Facilities, the Security Deposit set out in **Exhibit "A"**, the disposition of which shall be governed by the terms of this Agreement. The full execution of this Agreement and payment of the Security Deposit, if required, reserves the Licensee's Event date(s) and public or private promotion for the Event may take place thereafter. The Security Deposit may be applied to any fees, costs, damages or other amounts that Licensee may become obligated to pay hereunder. If no damages are incurred, clean-up is satisfactorily completed and no other fees, costs, or other amounts are owing by Licensee following Licensee's Event and move-out, the Security Deposit may be refunded approximately forty-five (45) business days after the Event.
5. MANAGEMENT AND CONTROL OF FACILITY: Williamson County retains control and management of all areas of the Expo Center, which includes the Expo Center's Parking Lot, Main Arena, Covered Warm-up Arena, Show Office, Ticket Office, Outdoor Arena, Indoor Exposition Hall (North), Indoor Exposition Hall (South),

Outdoor Covered Exposition Hall, Meeting Room, Conference Room, Catering/Warming Kitchen, RV Park, Restrooms and Concessions Buildings, Pavilion, and Tarmac (collectively the "Expo Center Premises") at all times and shall have the right at all times to enforce all terms and conditions described herein and shall have the right to eject any or all persons who fail or refuse to comply with such terms and conditions. Expo Center employees are responsible for management and maintenance of the Expo Center Premises and shall have the right to access the Licensed Facilities at any time during any event.

6. HOURS OF OPERATION: The Expo Center's hours of operation are as follows:

Expo Center Office Hours: Monday-Friday 8 am - 5 pm

Event Hours: Monday-Sunday between the hours of 6am - 12am

NOTE: The above hours of operation may be affected by holidays observed by Williamson County and may be subject to change.

7. AFTER HOURS ACCESS; NIGHT WATCHMAN: At least fourteen (14) calendar days in advance of the Licensee's move-in date, Licensee must notify Expo Center Management of any need for access to the Licensed Facilities between the hours of 10:00 p.m. to 6:00 a.m. A night watchman is required from 10:00 p.m. to 6:00 a.m. each night during which horses or other animals are stalled or kept on the Expo Center Premises. The Expo Center Management will provide a list of approved night watchman providers that Licensee shall be responsible to contract with directly. Night watchman security personnel must be contracted independently at least seven (7) calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management.
8. SECURITY: Uniformed peace officer(s), commissioned in the State of Texas, are required at all events having alcohol; any event having over 500 guests; and/or at the discretion of the Expo Center Management. Officers must be contracted independently by Licensee at least seven (7) calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management. Officers must be paid individually and directly by Licensee.

9. **EVENT STAFFING:** Licensee shall provide all ushers, announcers, ticket takers, clean-up crews and other personnel necessary to conduct the Licensee's activities and obligations at the Event. Licensee must have an authorized representative, who has decision-making authority, on the Licensed Facilities at all times during the Event and, if Licensee fails to do so, the Expo Center Manager may suspend the Event until such time that Licensee's provide an on-site authorized representative. Licensee shall provide a list of key Event staffing contacts by name and phone number to Expo Center Management at least seventy-two (72) hours in advance of Licensee's move-in date. An Expo Center employee may, at the Expo Center Management's option, be on-site or on-call while the Licensed Facilities are occupied. This will be determined on an event-by-event basis and finalized during planning meetings.
10. **FLOOR/AREA PLANS:** Licensee shall submit floor/area plans to Expo Center Management at least fifteen (15) calendar days in advance of Licensee's Event. The plan should include alcohol distribution and consumption areas, decorations, dimensions of all aisles, booths, table, chair locations, parking areas, loading areas, unloading areas, stall diagrams, arena set-up plans, etc. Expo Center Management will work with the Licensee on parking spaces, loading and unloading spaces, specific needs, requirements for fire safety standards and Expo Center Premises requirements. A key/keycard will be provided during event planning meetings between Licensee and Expo Center Management. Lost keys/keycards will result in a lost key/keycard fee as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.
11. **USE RESTRICTIONS:** The following is a non-exhaustive list of reasons that Williamson County may refuse, in its sole discretion, event booking requests:
- (a) the event may cause undue or unusual damage to the Expo Center Premises;
  - (b) the event may violate local, state or federal laws, rules or regulations;
  - (c) the event may cause liability to Williamson County;
  - (d) the event may be obscene pursuant to state and/or federal laws;
  - (e) the event may be defamatory to Williamson County;
  - (f) the event conflicts with a similar event previously scheduled on the Expo Center Premises (once a License & Use Agreement has been fully signed and the Security Deposit, if required, has been paid in full to Williamson County, Williamson County may, in its sole discretion and without obligation, choose not to schedule a like event on any part of the Expo

Center Premises during the same period of time as that scheduled by the Licensee);

- (g) prior violations of any terms and conditions of the License & Use Agreement and/or policies of the Expo Center;
- (h) prior disregard for persons or property while using the Expo Center Premises;
- (i) prior conduct at the Expo Center Premises which is deemed by Williamson County to be of an inappropriate manner; and/or
- (j) Failure to make full payment or timely payment for any and all charges and fees relating to the Expo Center.

12. **MOVE-IN/MOVE-OUT:** Move-in/move-out days occur Monday-Friday 8am-5pm and each event shall only have one move-in date and one move-out date. The rate for a move-in day is one half of the total License & Use Fees. Additional hours outside of Monday-Friday 8am-5pm on a move-in/move-out day are subject to the hourly fee rate set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**. Move-in/move-out days requested outside of Monday-Friday are subject to a greater rate, as determined by Expo Center Management. Events must end in accordance with their contracted end time. If Licensee fails to move-out prior to 11:59 pm on the move-out date, the Licensee shall pay a minimum hourly Extended Facility Rental fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

13. **CANCELATIONS BY LICENSEE:** In order to receive a refund of the Security Deposit, if any, and refund of all prepaid fees, if any, less a mandatory \$100 cancellation fee, Licensee must provide notice of cancellation, in writing, to the Expo Center Manager at least sixty (60) calendar days before the Licensee's Event. Cancellations notices that are more than thirty (30) calendar days but less than sixty (60) calendar days from the Licensee's Event will result in forfeiture of the entire amount of the Security Deposit, if any; provided, however, all prepaid License & Use Fees and other fees will be refunded. In the event that Licensee's cancellation notice is received less than thirty (30) calendar days from the date of the Licensee's Event, Licensee will also forfeit all of its License & Use Fees and other prepaid fees in addition to forfeiture of the entire amount of the Security Deposit, if any.

14. **RESCHEDULING:** A rescheduling fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, shall be applied to events that are rescheduled to a date that is in excess of sixty (60) calendar days from the Licensee's original scheduled event date. Any event that is rescheduled on a date that is within sixty (60)

calendar days of the Licensee's original scheduled event date will be handled as a cancellation and Licensee will be required to pay any applicable cancellation fees hereunder and will need to rebook its event. Any rescheduling will be subject to availability.

15. CANCELLATION BY WILLIAMSON COUNTY: This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case any part of the Expo Center shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the Agreement difficult or impossible to perform, (f) if any part of the Expo Center is needed for public necessity or emergency use as determined by Williamson County, (g) the existence of any of the Use Restrictions set out herein, and/or (h) for convenience and without cause upon sixty (60) calendar days written notice to Licensee; provided; however, in the event of Williamson County's termination for convenience and without cause, it is understood and agreed that only the Security Deposit, if any, and any prepaid fees received by Williamson County at the time of termination may be reimbursed to Licensee and that no penalty will be assessed for Williamson County's termination of this Agreement for convenience.

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

- (a) One million dollar (\$1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar (\$2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury.
- (b) Damages to Rented Premises coverage in the minimum amount of \$100,000;
- (c) Medical Expenses coverage in the minimum amount of \$5,000;
- (d) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
- (e) The policy must list the dates of use (including move-in/move-out);
- (f) The policy must name of the Event under description of operations; and

**(g) The policy must name “Williamson County, Texas” as a certificate holder and additional insured.**

All policies of insurance provided by the Licensee must comply with the requirements set forth herein and the laws of the State of Texas. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company.

Williamson County reserves the right to review the insurance requirements set forth herein and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by Williamson County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Licensee.

**At least seven (7) calendar days prior to Licensee’s Event, Licensee shall provide the Expo Center with a copy of a Certificate of Insurance evidencing the insurance requirements hereunder.** Williamson County 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 policies. Damages caused by the Licensee and not covered by insurance shall be paid by the Licensee.

17. **CLEANING:** Areas of the Licensed Facilities must be left in the state and condition that they were found prior to Licensee’s Event. General cleaning is the responsibility of the Licensee in all areas of the Licensed Facilities after Licensee’s Event. If the Licensee fails to complete clean-up, Licensee’s Security Deposit may be forfeited. For larger events and events open to the public, Expo Center Management may require Licensee’s use and delivery of a roll off dumpster for the Event. If Licensee’s Event causes a need for excessive cleaning, Licensee shall be subject to an excessive clean-up fee, as set out in **Exhibit “B” - Williamson County Exposition Center Rates Schedule.**

18. **FREIGHT:** All freight is the responsibility of the Licensee. All freight deliveries require advanced coordination and approval of the Expo Center Management. Uncoordinated delivery of freight may be denied and is subject to return to sender at no expense to the Expo Center. Any freight delivered before an event must have

permission from the Expo Center Management. Any freight left after an event move-out date or time will be assessed a daily fee as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**. Deliveries for event coordinators may be accepted by Expo Center employees with prior approval by Expo Center Management; provided, however, any risk of loss for such deliveries shall remain solely with the Licensee and Williamson County shall not be required to provide any safekeeping or care for such deliveries.

19. SAFETY; FIRST AID: Licensee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Licensee's use of the Licensed Facilities. Licensee's safety program shall comply with all applicable federal, state and local laws and regulations. Licensee is encouraged to contract and provide certified first aid personnel during the Licensee's use of the Licensed Facilities. Licensee assumes total responsibility for the qualifications and actions of its first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy of same must be filed with Expo Center Manager's office by the close of each day that any accidents or incidents occur at Licensee's Event.
20. GLASS CONTAINERS: With the exception of individual beverage glasses confined to the Expo Center Hall rooms only, glass drinking containers are not permitted on any of the Expo Center Premises including its parking lots. No glassware of any kind is allowed in the Expo Center arenas, barns, or parking lots.
21. ALCOHOL TERMS & CONDITIONS: The following terms and conditions shall apply when alcohol is served and/or consumed during Licensee's Event:
  - (a) Alcohol may only be provided by an Approved Alcohol Vendor/Concessionaire with adequate liquor liability insurance coverage.
  - (b) At least seven (7) calendar days prior to Licensee's Event, the Expo Center shall be provided with a copy of a Certificate of Insurance evidencing the following minimum liquor liability insurance requirements:
    - (1) Liquor liability coverage limits of \$1MM per occurrence and \$2MM in the aggregate or more;
    - (2) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
    - (3) The policy must list the dates when alcohol will be provided and/or consumed during the Event;
    - (4) The policy must name the Event under description of operations; and

**(5) The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

- (c) The Licensee must provide adequate security for any events serving or selling alcohol, as set out herein.
- (d) Guests attending events shall never be allowed to bring alcohol into the Event. "Bring your own bottle" is prohibited in all areas of the Expo Center Premises.
- (e) The Licensee's Approved Alcohol Vendor/Concessionaire will be charged a separate fee at time of reservation as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.
- (f) The serving of all alcohol must cease at least thirty (30) minutes prior to the scheduled end of Licensee's Event but may be ceased sooner if deemed necessary.
- (g) The Floor/Area Plans required herein must detail the location, time and security plans relating to the sale/distribution and consumption of alcohol. No alcohol may leave the designated areas set forth in the Floor/Area Plans.
- (h) No glass containers of alcohol of any kind may be sold or provided.
- (i) All Texas Alcoholic Beverage Commission ("TABC") rules must be followed.
- (j) If alcohol is to be sold or provided at a ticketed event in any Expo Center Premises, including the Expo Center's Hall, Arena or Covered Expo the following requirements must be met:
  - (1) Approved Alcohol Vendor/ Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws) to provide alcohol sale and service for the Licensed Facilities.
  - (2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.
  - (3) Approved Alcohol Vendor/ Concessionaire must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.
- (k) If alcohol is to be provided to the general public for free, or otherwise made available on the Expo Center Premises, including the Exposition Center's Exposition Hall, Arena or Covered Expo the following requirements must be met:



- (1) Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with a current liquor license to provide alcohol sale and service for the Licensed Facilities.
- (2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.
- (3) Approved Alcohol Vendor/ Concessionaire and the Licensee must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.

- (1) If the Licensee fails to disclose that alcohol is to be sold, served or otherwise made available at Licensee's Event, the Licensee, participants, spectators and anyone else involved with the Event are subject to removal, citation or arrest at the discretion of the Williamson County Sheriff's Office.

22. VENDORS: For purposes of this License & Use Agreement, a "vendor" is any individual or company that is providing a service or product for sale or distribution on the Expo Center Premises. All vendors must be approved by the Licensee and the Expo Center Management prior to the Event.

23. CONCESSIONS: When the Expo Center has contracted with a year-round Concessionaire, all concessions must be provided exclusively by the approved year-round Concessionaire for the Expo Center. Licensee will have the option of buying out the County's Concessionaire at a negotiated rate based on per guest entries for all entrants over the age of three (3). The concession buyout fee will be added to fees payable to Williamson County under this Agreement. Vendors performing services under the concession buyout will be held responsible for completing and complying with the Expo Center's concession permit process.

24. CATERING: The Expo Center allows catering through a list of Approved Caterers. Approved Caterers shall be charged a surcharge as outlined in the Expo Center's caterer's permit. Cooking on the Expo Center Premises may be allowed only by approval of the Expo Center Manager.

25. FOOD SAFETY: Food vendors that are providing food for the public at Licensee's Event must follow the Expo Center's permitting process, which requires that all food vendors be permitted through the Williamson County & Cities Health District (wcchd.org). When an event involves a temporary food service operation or food demonstration, Licensee shall be responsible for complying with all State Health

Department guidelines and requirements. The Williamson County & Cities Health District can issue a temporary food service certificate for such events.

30. **ADVERTISING AND EVENT MARKETING:** Licensee shall not hang signs, bunting or other advertising materials anywhere on the Expo Center Premises without prior approval of Expo Center Management. Expo Center employees shall not be responsible for Event promotion, including social media live feeds and other forms of social media content. The Williamson County official logo may not be used on any promotional material without the express written consent of the Williamson County Commissioners Court.
31. **FACILITY ALTERATIONS:** Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the Expo Center Premises without prior written authorization of Expo Center Management. All alterations must be requested in writing and submitted a minimum of thirty (30) business days prior to the Event.
32. **DECORATIONS:** The Licensee is responsible for their own safety and the safety of those associated with its Event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or fireworks are prohibited on the Expo Center Premises. All decorations hung from ceilings or that require the use of equipment may only be performed by Expo Center staff and Licensee must deliver such decorations no less than seventy-two (72) hours prior to Licensee's Event with instruction on where to place them. Decorations hung by Expo Center staff are subject to a decoration fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.
33. **HELIUM BALLOONS:** Helium balloons may not be distributed or sold in/on or around the Expo Center Premises. With prior approval of the Expo Center Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in/on or around the Expo Center Premises during Licensee's Event, a charge for the removal of the balloons will be assessed to the Licensee. Helium balloons that escape to the ceiling are subject to an excessive clean-up fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

34. **FLAMMABLE AND HAZARDOUS MATERIALS:** Flammable liquids or materials under high pressure are prohibited in, on or around the Expo Center Premises. This includes; but is not limited to gasoline, kerosene and propane.
35. **CANDLES AND OPEN FLAMES:** Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and for enclosed tea light candles on tabletops. Any other open flame will be allowed only at the discretion and written consent of the Fire Marshal having jurisdiction over the Leased Premises and must comply with the International Fire Code Section. There shall be no pyrotechnics inside any areas of the Expo Center Premises.
36. **SMOKING AND VAPING:** Smoking or vaping may only be conducted in designated areas of the Expo Center Premises.
37. **FOG AND SMOKE MACHINES:** Use of fog or smoke machines is restricted to only outside areas of the Expo Center Premises and shall not be used inside any enclosed areas of the Expo Center Premises.
38. **EXIT DOORS AND FIRE CODE:** A 10' clearance on both sides of all Expo Center Premises exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies or issues arising out of Fire Code issues or violations will be decided upon by the Expo Center Management and the Fire Marshal having jurisdiction over the Leased Premises.
39. **AUTOMOBILES:** Automobiles will not be allowed in the Expo Center Hall without written authorization of the Expo Center Manager at least fourteen (14) calendar days prior to Licensee's Event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.
40. **HAZARDOUS WASTE:** The Licensee agrees that, at all times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify Expo Center Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or

body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, concessionaires or employees dump grease in the Expo Center Premises' sewer system, or at locations not authorized by Expo Center Management, or shall otherwise violate the provisions of this paragraph, Williamson County will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by Williamson County. Such fine or penalties shall be imposed by Williamson County for each infraction and Licensee shall be deemed in material breach of this Agreement and subject to immediate termination of this Agreement and removal from the property.

41. ELECTRICAL: Events requiring special electrical supply or arrangements must provide a detailed layout of the electrical needs to the Expo Center Manager thirty (30) calendar days prior to Licensee's Event and an additional electricity charge will be assessed.
42. ANIMALS: Licensee utilizing any of the Expo Center Premises for any activity in which animals are used or exhibited shall fully comply with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of their owner or handler at all times. Persons keeping animals on the Premises must use every care to assure safety of visitors and other patrons/personnel. Violation of this policy may result in removal of animals from the Expo Center Premises by Williamson County Animal Control.

Animals that are not being used or exhibited as a part of the Licensee's Event, pets, comfort animals, emotional support animals or other animals that do not qualify as a "Service Animal" as that term is defined by ADA Regulations, 28 C.F.R. § 35.136, and Chapter 121 of the Texas Human Resources Code are not permitted on the Expo Center Premises.

As required by Texas Animal Health Commission, negative Coggins Test Certificate must be required for all equines brought on the Expo Center Premises. All other animals must comply with state mandated regulations from the Texas Animal Health Commission and the Rabies Control Act.

43. **LIVESTOCK BEDDING:** There shall be no outside bedding of any kind allowed on the Expo Center Premises without written approval by the Expo Center Manager. All bedding must be purchased from the Expo Center for the purpose of bedding stalls or livestock pens. Licensee agrees that any bedding not purchased from the Expo Center or the cleaning and disposing of materials onto any paved surfaces of the Expo Center Premises will subject the Licensee to forfeiture of the Security Deposit and additional clean up fees as determined by Expo Center Management.
44. **GUNS AND GUN SHOW POLICY:** Exhibitors displaying firearms at Licensee's Event must comply with all federal, state and local laws governing the possession and/or sale of firearms. Firearms may not be loaded or fired in the interior or exterior of the Expo Center Premises, including parking areas during Licensee's Event. If Licensee's Event is a gun show, non-permitted or non-authorized individuals who obtain a firearm or handgun at the Event must leave the Expo Center Premises immediately upon acquiring such firearm. Firearms exhibited, sold or exchanged at gun show events must have their trigger mechanisms secured with tie wraps or similar devices. Licensees must provide adequate security during gun show events.
45. **BARREL RACING EVENTS:** All barrel racing events require a minimum of a three consecutive day booking. Williamson County Exposition staff will prepare the arena(s) for the event and maintain the arena(s) during big drags. However, all barrel racing event licensees shall provide their own tractor, arena drag, and tractor operator for the entirety of the race event.
46. **INDEMNIFICATION:**

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Licensee SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH OR FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES. LICENSEE 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 OR THE

STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE 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.

47. STATUTORY WARNINGS:

**WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

**WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES. STALL AT YOUR OWN RISK.**

**WILLIAMSON COUNTY IS NOT RESPONSIBLE FOR DAMAGE, THEFT OR INJURY TO ANIMALS, PERSONS OR PROPERTY.**

48. INTELLECTUAL PROPERTY: Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in Licensee's Event at the Licensed Facilities and LICENSEE HEREBY AGREES TO INDEMNIFY, DEFEND

AND HOLD WILLIAMSON COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. As set out herein-above, the Williamson County logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

49. **LIABILITY AND LIMITATIONS OF PARKING:** Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles, trailers, other motorized equipment, personal property or articles left parked or situated on Williamson County property. Licensee shall be responsible for requesting designated parking. Individuals who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.
50. **LIMITATIONS OF LIABILITIES:** Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the Licensed Facilities or Expo Center Premises, however arising, even if Williamson County has been advised of the possibility of such damages. Licensee hereby agrees that Williamson County's liability for damages arising out of, relating to, or in any way connected with this Agreement will not in any event exceed the amounts received under this Agreement. Licensee is hereby advised and encouraged to procure event cancellation insurance. Williamson County shall not be responsible for any loss resulting from any lack of heat, water or lights due to an act of God or failure of equipment to operate properly through no fault of Williamson County.
51. **LOST OR STOLEN ITEMS:** Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Expo Center Premises. Expo Center Management will accept lost and found articles for distribution during normal business hours. In addition, Expo Center Management is not responsible for any loss of any type of articles, equipment, personal property, exhibits, displays or materials left unattended on the Expo Center Premises. The usage of security personnel when such articles, equipment, personal property, exhibits, displays or materials are left in buildings or on the Expo Center Premises shall be the responsibility of the Licensee. All articles, equipment, personal property, exhibits, displays or materials may be brought into the Licensed Facilities only at move-in date and times designated by this Agreement. Licensee assumes all responsibility for all articles, equipment, personal property, exhibits, displays or materials, which may be placed in Williamson County's storage before, during, or after Licensee's event.

52. **PARKING LOTS AND ROADWAYS:** Multiple events may be conducted simultaneously at the Expo Center by different individuals and entities. It is the Licensee's responsibility to coordinate with Expo Center Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency services equipment and apparatus, as well as for Williamson County maintenance workers. Parking lots are subject to availability.
53. **RECREATIONAL VEHICLE (RV) PARKING:** Any camping or use of RV's during Licensee's Event shall only be allowed in the designated areas for camping and parking. Expo Center Management will work with Licensee to determine location, additional fees and number of RV sites to be allocated for its Event. RV sites will be available for rent by Licensee's Event participants once the License & Use Agreement is fully executed and the Security Deposit, if any, has been paid by Licensee. No overnight horse tie-outs shall be allowed in the RV Park. All RV sites must be paid in full before parking in the RV Park and site assignments will be determined by the Expo Center staff. There shall be no refunds once a RV reservation has been booked and paid. The RV related fees are set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.
54. **RESPONSIBILITY:** Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the Licensee's Event.
55. **CAPACITY:** Licensee shall not admit to the Licensed Facilities a larger number of persons than the seating and/or occupancy capacity thereof. The determination of the Expo Center Manager on capacity limits shall be final.
56. **WILLIAMSON COUNTY EQUIPMENT:** Without prior coordination and consent of Expo Center Management, Licensees shall not operate Williamson County owned motorized equipment. Additionally, Licensee shall not dispose of, in any manner, equipment or materials owned by Williamson County
57. **COUNTY PROPERTY:** Licensee assumes responsibility for any items borrowed from the Expo Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be retained from the Licensee's Security Deposit.
58. **MEDIA RIGHTS:** Williamson County reserves the rights and privileges for outgoing television and radio broadcast originating from the Expo Center Premises during the term of this Agreement. Should Williamson County grant Licensee the privilege of



conducting outgoing television and radio broadcast, Williamson County has the right to require advance payment of any estimated cost related to such broadcasts to the Expo Center and may also require payment for said privilege in addition to the other fees Licensee is obligated to pay under this Agreement. The grant of any broadcasting privileges must be in writing and obtained from the Expo Center Manager in advance of the broadcast date.

59. PHOTOS: Expo Center Management may take photos of events held at Expo Center. These photos shall be the property of Williamson County and may be used by Expo Center Management for educational or promotional materials.

60. PHOTOGRAPHY PRODUCTION: If Licensee's use hereunder is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Licensee and its successors, assigns and licensees. In connection with Licensee's use of the Licensed Facilities and the production of photography, Licensee may refer to an area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on such area. Williamson County irrevocably grants to Licensee and Licensee's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the area of use described herein and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

**Licensee hereby acknowledges and agrees that the Licensed Facilities used hereunder shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of such area that would be defamatory to Williamson County. In the event Licensee should use the Licensed Facilities described hereunder for such purposes, such use shall be deemed a material breach of this Agreement and Williamson County may avail itself of any remedies allowed at law or in equity.**

61. NO SUBLETTING AND ASSIGNMENT: Licensee shall not sublet, sublicense, assign, pledge, or hypothecate this Agreement or any of its rights hereunder, without the prior written consent of Williamson County.

62. **GOVERNING LAW & VENUE:** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
63. **FORCE MAJEURE:** In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.
64. **SEVERABILITY:** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
65. **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 Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
66. **NO WAIVER:** The failure or delay of a party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver

of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

67. NOTICE. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the address set forth on the signature page below.
68. EQUALITY: Licensee shall not discriminate against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public at its Event because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.
69. GENERAL COMPLIANCE: Licensee agrees to comply with all applicable governmental agencies, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of Williamson County and the State of Texas. Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensee shall comply with all posted rules on the Expo Center Premises and must act in good faith and cooperate with Williamson County.
70. ENTIRETY OF 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.

IF LICENSEE AGREES WITH ALL TERMS OF THIS AGREEMENT, THE LICENSEE MUST SIGN THE AGREEMENT AND RETURN IT AND THE SECURITY DEPOSIT, IF ANY IS REQUIRED, TO THE EXPO CENTER. ONCE RECEIVED, THE AGREEMENT WILL BE SIGNED BY THE EXPO CENTER MANAGER. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

WILLIAMSON COUNTY, TEXAS

LICENSOR

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Williamson County Exposition  
Center Manager

Title: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

**Address for Notices:**

Williamson County Exposition Center  
Attn: Wiliamson County Exposition  
Center Manager  
5350 Bill Pickett Trail  
Taylor, TX 76574

**Address for Notices:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

## Exhibit "A"

Description of Licensee's Event ("Event"):

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The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times indicated as follows:

Licensed Facilities	Move-In Date	Move-In Time	Event Time	Move-Out Time
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

SECURITY DEPOSIT: Upon complete execution of the Agreement, Licensee shall pay the amount of \$\_\_\_\_\_ that shall serve as the Licensee's Security Deposit.

LICENSE & USE FEES:

License & Use Fees for Licensed Facilities\*: \$\_\_\_\_\_

After Hours Move-In Fee (if applicable): \$\_\_\_\_\_

After Hours Move-Out Fee (if applicable): \$\_\_\_\_\_

\*The Move-In Fee is included in the total License & Use Fees.

Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

## PAYMENT TERMS:

Following complete execution of the Agreement, the Expo Center will issue a Permit that will contain the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and a preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event. Licensee acknowledges and agrees that such fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event will be based solely on details and information that are provided by Licensee to the Expo Center about its Event and that such fees will only serve as a preliminary estimate.

On or before the seventh (7<sup>th</sup>) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and issue an invoice to Licensee for all fees and any damages that shall be due and owing. Licensee hereby agrees to tender payment to the Expo Center for all fees and any damages within fifteen (15) calendar days from the date of invoice.

## PREPAYMENT TERMS AND CONDITIONS:

Licensee agrees and acknowledges that Williamson County reserves the right to require Licensee to pay the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and the amount of the preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees prior to Licensee's Event. In such case, on or before the seventh (7<sup>th</sup>) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and either (1) issue an invoice to Licensee for all additional fees over and above the amount of the preliminary fees estimate that were paid in advance of the Event, as well as any damages, that shall be due and owing; or (2) issue a credit for all prepaid fees that were paid in excess of the fees actually incurred during the Event. Licensee hereby agrees to tender payment to the Expo Center for all fees and damages, if any, within fifteen (15) calendar days from the date of invoice.

**Exhibit “B”**  
**Williamson Count Exposition Center**  
**Rates Schedule**



Williamson County Exposition Center  
Rate Schedule

Version 2/6/24

Facility	Security Deposit	Notes
Expo Halls, Covered Expo, Arenas, RV Park, Tarmac, East Parking Lot, Pavilion or Complex	\$ 500	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
Meeting Room, Conference Room, Catering Kitchen	\$ 100	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
License & Use Fees	Fee	Notes
Move In Fee	Variable	Fee is part of total License & Use Fee, but is paid at a rate of one-half (1/2) of the total License & Use Fee
Main Arena & Warm-up Arena	\$ 1,000	0-50 stalls per day
Main Arena & Warm-up Arena	\$ 600	51-80 stalls per day
Main Arena & Warm-up Arena	\$ -	81-200 stalls per day
Main Arena (weekday) - 3 hours **	\$ 250	Monday-Thursday 9am-12pm or 1pm-4pm
Main Arena (weekday) - 5 hours **	\$ 375	Monday-Thursday 5pm-10pm
Practice Arena (weekday) - hourly rate **	\$ 25	Monday-Thursday 9am-12pm or 1pm-4pm
Pavilion	\$ 1,000	
Expo Hall North	\$ 550	Catering kitchen NOT included
Expo Hall South	\$ 550	Catering kitchen NOT included
Expo Hall North & South *	\$ 1,000	Catering kitchen included
Covered Expo	\$ 500	
Expo Hall North, South and Covered Expo *	\$ 1,400	
Ron Morrison Meeting Room (daily rate) ***	\$ 175	
Ron Morrison Meeting Room (hourly rate) ***	\$ 40	2-hour minium rental
Hagler Conference Room (daily rate) ***	\$ 125	
Hagler Conference Room (hourly rate) ***	\$ 40	2-hour minium rental
Catering Kitchen	\$ 150	
Concession Building East	\$ 75	Includes use of appliances
Concession Building West	\$ 75	Includes use of appliances
RV Park	\$ 1,400	Per night & includes 50 RV sites
Tarmac/South Parking Lot	\$ 750	Includes use of electrical/water service pedestals
East Parking Lot	\$ 500	
Entire Expo Center Facility	\$ 3,500	Excludes RV park
Extended Facility Rental (hourly after midnight)	\$ 150	

\*Multiple area rental discount

\*\*Bookings no more than 45 days in advance

\*\*\*Plus staff fee if rental is outside of 8am-5pm



Guest Services	Fee	Notes
Tables - 8' rectangle*	\$ 8	Each, per floorplan placement; each deviation results in an additional \$8/table fee
Tables - 6' rectangle*	\$ 6	Each, per floorplan placement; each deviation results in an additional \$6/table fee
Tables - 6' round or cocktail*	\$ 8	Each, per floorplan placement; each deviation results in an additional \$8/table fee
Chairs*	\$ 1.25	Each, per event
Easels*	\$ 15	Each, per event
Podium*	\$ 25	Each, per event
Stage*	\$ 250	Each, per floorplan placement
Stage (relocation)*	\$ 125	Each, per deviation from floorplan placement
Projector & Screen*	\$ 50	Each, per event
A-frame Signs*	\$ 10	Each, per event
Traffic Cones*	\$ 1	Each, per event
Traffic and Pedestrian Barriers*	\$ 35	Each, per event
Copier Services	\$ 0.50	Each, per page

**\*Items MUST BE purchased through the Williamson County Expo Center**

Utility Services	Fee	Notes
Electrical Drops	\$ 25	Each, per event
RV Dump Station	\$ 10	Drive by dump per vehicle not associated with a reservation

Overnight Services	Fee	Notes
Stalls	\$ 30	Each, per day
RV site (Water/Electric) *#	\$ 35	Each, per night
RV site (Water/Electric) *#	\$ 25	Parks Pass Discount Rate: Each, per night
RV site (Water/Electric/Sewer) *#	\$ 40	Each, per night
RV site (Water/Electric/Sewer) *#	\$ 30	Parks Pass Discount Rate: Each, per night

**\*RV check-in 8am; check-out 8pm following day - 36-hour stay**

**#RV site length of stay is limited to 14 consecutive days based on availability. Must vacate property for a minimum of 72 hours.**

Equipment & Other Service Fees	Fee	Notes
Roping Equipment	\$ 400	Per set-up
Rodeo Equipment	\$ 800	Per set-up
Barrel Racing Set-up	\$ 200	Per set-up
Panel/Gate Set-up	\$ 4	Per panel or gate
Additional Personnel Resources to Support Event (hourly)	\$ 25	
Custodial Fee (hourly)	\$ 25	
Forklift/Genie Lift with Operator (hourly)	\$ 75	
Tractor Drags with Operator (hourly)	\$ 100	Applicable when drags are required less than 30 minutes apart
Banners, Signs, Decorations Placement (hourly)	\$ 50	
Freight & Material Storage (Daily)	\$ 100	
Excessive Clean-up Fee (hourly)	\$ 75	
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	\$ 10	Per stall between 1-35
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	\$ 750	Flat fee if 36+ stalls
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	\$ 6	Per panel or gate
Reservation Rescheduling Fee Outside of 60 days	\$ 100	
Move-In/Move-Out outside of 8am-5pm, M-F (hourly)	\$ 75	
Lost Key/Card (each)	\$ 50	
Insufficient Funds (NSF)	\$ 30	

Concessions & Miscellaneous	Fee	Notes
Parks Pass	\$ 50	
Open Arena Ride	\$ 25	Per rider
Open Arena Ride	\$ 15	Per rider with Parks Pass
Catering Permit	\$ -	Refer to Catering Permit Application
Temporary Food Permit (Daily)	\$ 50	
Alcohol Vendor Indoor Booth(s)	\$ 1,250	
Alcohol Vendor Outdoor Booth(s)	\$ 1,750	
Alcohol Vendor Complex Booth(s)	\$ 2,250	

**Commissioners Court - Regular Session****20.****Meeting Date:** 02/06/2024

Approval of Renewal #1 of 2023177 Property Fraud Alert System with Fidlar Technology, Inc. for County Clerk

**Submitted For:** Joy Simonton**Submitted By:** Kim Chappius, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of contract #2023177, Property Fraud Alert System, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to Fidlar Technology Inc for the 12-month term of April 2024 - April 2025, and authorizing execution of the renewal agreement.

**Background**

This is the first (1) of three (3) extensions available for this contract. The County Clerk has confirmed that the vendor met all of the County requirements for this contract and requests renewal. This is an automatic notification system that notifies registered constituents by email or personal phone call, from Fidlar, each time a document is recorded in their name. This software subscription will cover services for the months of March 2024 through February 2025. The total cost for the twelve-month subscription is \$2,344.00 for each additional one-year term. Funding Source is 01.0385.0385.004500. Department contact is Nancy Rister.

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**Fiscal Impact**

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

Renewal #1

1295 Form Fidar Technology Inc

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 02/01/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

02/01/2024 08:52 AM

02/01/2024 09:50 AM

Started On: 01/25/2024 09:35 AM

## **FIRST RENEWAL AGREEMENT**

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

**County's Mailing Address:**

710 Main Street  
Suite 101  
Georgetown, Texas 78626

**Service Provider:** Fidlar Technologies, Inc.

**Service Provider's Mailing Address:**

350 Research Parkway  
Davenport, Iowa 52806

**Agreement Subject of this Renewal Agreement:**

The Addendum to Fidlar Technologies, Inc.'s Agreement dated April 25, 2023, by and between Service Provider and County (the "Agreement") attached hereto as Exhibit A.

**Agreement to Renew Agreement:**

1. **Renewal Term:** Service Provider and County (hereinafter collectively referred to as the "Parties") hereby agree to renew the Agreement for an additional term of one (1) year, commencing on April 25, 2024 and ending on midnight of April 25, 2025 ("Renewal Term").

**Amendment of Agreement Terms, Covenants and Conditions:**

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Renewal Agreement, the terms of this Renewal Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Renewal Term and any term thereafter.

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

**SERVICE PROVIDER:**

**Fidlar Technologies, Inc.**

By: Alex Rigger

Printed Name: Alex Rigger

Date: January 16, 20 24

**COUNTY:**

**Williamson County, Texas**

By: \_\_\_\_\_  
Bill Gravell, Jr.,  
Williamson County Judge

Date: \_\_\_\_\_, 20 \_\_\_\_\_

## **Exhibit A**

STATE OF TEXAS                   §  
   §  
COUNTY OF WILLIAMSON       §

## **ADDENDUM TO FIDLAR TECHNOLOGIES, INC.'S AGREEMENT**

THIS ADDENDUM ("Addendum") is entered into by and between Williamson County, ("County"), a body corporate and politic under the laws of the State of Texas, and Fidlar Technologies, Inc., ("Fidlar"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Fidlar's Property Fraud Alert Service Agreement (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified fraud alert services (the "Services"); and

WHEREAS, County desires that Fidlar provide Services as will be more specifically described in this Agreement; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

### **AGREEMENT**

1. **Term.** The term of the Agreement is effective as of the date of the last party's execution below and shall continue for a one (1) year term ("Initial Term"). At the end of the Initial Term, the parties, upon mutual agreement, shall have the option to renew this Agreement for three (3) additional one-year terms, with the terms and conditions remaining the same. The total period of the Agreement, including all terms, shall not exceed four (4) years.

Exercise of the renewal option is at the County's sole discretion and shall be conditioned, at a minimum, on Fidlar's performance of this Agreement and subject to the availability of funds. The County, if it desires to exercise its renewal option, will provide notice to Fidlar of its election to renew. This Agreement shall not automatically renew. The renewal term shall be considered separate and shall require exercise of the renewal option should the County choose to renew this Agreement. The County and Fidlar agree that termination shall be Fidlar's sole remedy if the County choose not to extend this Agreement for an additional one (1) year term.

2. **Scope of Services.** Subject to this Addendum, Fidlar will render Services to County as in Exhibit A.
3. **Consideration; Compensation; Taxes.** The parties acknowledge and agree that Services were

and will be supported by good and valuable consideration during the term of this Agreement, the sufficiency of which is acknowledged by the parties.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption for sales and use taxes. The County agrees to provide exemption certificates upon request.

4. **Limit of Appropriation.** Fidlar clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Thousand, One Hundred Fifty and 00/100 dollars (\$2,150.00), specifically allocated to fully discharge any and all liabilities County may incur. Fidlar does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Fidlar may become entitled to and the total maximum sum that County may become liable to pay to Fidlar shall not under any conditions, circumstances, or interpretations thereof exceed Two Thousand, One Hundred Fifty and 00/100 dollars (\$2,150.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act.** Fidlar expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Fidlar shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or



saving harmless Fidlal for any reason are hereby deleted. Fidlal shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Fidlal, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Fidlal or any of Fidlal's agents, servants or employees.

7. **Applicable; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement, the parties hereto acknowledge that venue is proper in Williamson County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Fidlal in any way associated with the Agreement.
8. **Foreign Terrorist Organizations.** Fidlal 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.
9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
10. **Human Trafficking.** By acceptance of this Contract, Fidlal acknowledges that Williamson County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.
11. **Product Assurance.** Fidlal represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Fidlal to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Fidlal will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Fidlal's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Fidlal's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.
12. **Performance Warranty.** Fidlal warrants to County that Fidlal has the skill and knowledge

ordinarily possessed by well-informed members of its trade or profession practicing in the greater Austin metropolitan area and Fidler will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Fidler warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the non-drafting party.
15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
16. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **Assignment and Delegation.**
  - a. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
  - b. Neither party may delegate any performance under this Agreement.
  - c. Any purported assignment of rights or delegation of performance in violation of this Section is void.
  - d. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.
11. **Successor and Assigns.** County and Fidler bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.
18. **Compliance with Laws.** Fidler 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 by County, Fidler shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **19. Confidential Information.**

- a. Fidler acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Fidler or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Fidler shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Fidler) publicly known or is contained in a publicly available document; (b) is rightfully in Fidler's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Fidler who can be shown to have had no access to the Confidential Information.
- b. Fidler agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Fidler uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Fidler shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Fidler shall advise County immediately in the event Fidler learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Fidler will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Fidler against any such person. Fidler agrees that, except as directed by County, Fidler will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Fidler will promptly turn over to County all documents, papers, and other matter in Fidler's possession which embody Confidential Information.
- c. Fidler in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

#### **20. Termination.**

- a. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
  - b. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - 1. If Fidler fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
    - 2. If Fidler materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
  - c. If, after termination, it is determined for any reason whatsoever that Fidler was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 20(a) above.
  - d. Upon termination of this Agreement, County shall compensate Fidler in accordance with §3, above for those Services which were provided under this Agreement prior to its termination, and which have not been previously invoiced to County. Fidler's final invoice for said Services will be presented to and paid by County in the same manner set forth in §3 above.
  - e. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Fidler.
  - f. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
  - g. Upon termination of this Agreement for any reason, if Fidler has any property in its possession belonging to County, Fidler will account for the same, and dispose of it in the manner the County directs.
21. **Independent Contractor.** In the performance of work or services hereunder, Fidler shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Fidler or, where permitted, of its subcontractors. Fidler and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
22. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**23. Notices.**

- a. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- b. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Williamson County Clerk  
Attn: County Clerk  
PO Box 647  
Jarrell, Texas 76537-0647

With a copy to: Williamson County  
Attn: County Judge  
710 S. Main Street, Suite 101  
Georgetown, Texas 78626

Contractor: Fidlar Technologies, Inc.  
350 Research Parkway  
Davenport, Iowa 52806

- c. A Notice is effective only if the party giving or making the Notice has complied with subsections 23(a) and 23(b) and if the addressee has received the Notice. A Notice is deemed received as follows:
  1. If the Notice is delivered in person, or sent by registered, or certified mail, or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  2. If the addressee rejects, or otherwise refuses to accept the Notice, or is the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**24. No Agency Relationship.** It is understood and agreed that Fidlar shall not in any sense be considered a partner or joint venturer with the County, nor shall Fidlar hold itself out as an agent or official representative of the County.

**25. Right to Audit.** Fidlar agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Fidlar which are directly pertinent to the services to be performed under this Contract for the purposes

of making audits, examinations, excerpts, and transcriptions. Fidlar agrees that the County shall have access during normal working hours to all necessary Fidlar facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Fidlar reasonable advance notice of intended audits.

26. **Media Releases.** Fidlar 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.

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

**WILLIAMSON COUNTY:**

Bill Gravell

Bill Gravell (Apr 25, 2023 15:09 CDT)

Authorized Signature

Judge Bill Gravell, Jr.,  
County Judge

**SERVICE PROVIDER:**

Fidlar Technologies, Inc.

Name of Service Provider

Alex Rigger

Authorized Signature

Alex Rigger

Printed Name

Date: Apr 25, 2023, 2023

Date: April 4th, 2023

**EXHIBIT A**  
**Property Fraud Alert Service Agreement**  
Williamson County, TX  
County Clerk's Office

**Property Fraud Alert Description:**

Fidlar Technologies (Fidlar) Property Fraud Alert (PFA) service is designed to monitor, identify and notify individuals whose name has been indexed from a document recorded in the Williamson County Clerk's Office. Williamson County Clerk (Client) PFA allows subscribers the ability to have their personal/business name monitored within the CLIENT's office in order to track possible fraudulent activity. PFA allows for free subscriptions via the PFA website and is accessed by the potential subscriber. Subscribers will be notified only when the name they have submitted is used in any recording activities within the CLIENT's office. The alert notification methods provided as options to the subscriber (and selected at the time of subscription) are either email or phone.

The attached Addendum A is a listing of the unique features provided by PFA and must be accepted at the time of the signing of this agreement.

**Property Fraud Alert Service Terms and Conditions:**

CLIENT agrees to participate in the PFA Service by providing the index data required (at no cost to Fidlar) and permitting the use of this information in order to monitor and identify (via the PFA Service) individuals' identity only for the purpose of possible fraudulent activity. CLIENT understands that PFA is a service provided by Fidlar in order to offer individual alerts to all participating users. CLIENT will post index data via a data format mutually agreed upon by Fidlar and the CLIENT to a FTP site, at interval timings under full discretion of the CLIENT. The data once received by the FTP site will then be processed by the PFA system service which is running on a secured system server behind firewall technology. Fidlar reserves the right to make changes to the PFA service as deemed necessary.

Fidlar agrees NOT to retain subscriber's information beyond time period needed to perform PFA services unless required under another agreement.

Fidlar agrees that it may NOT use or share CLIENT's data in any other way other than the method outlined above for the PFA service, without the express written consent of the CLIENT.

Fidlar agrees to provide needed hardware, technology and software in order to perform needed search and notification to subscribers.

**PFA Termination:**

The license granted under this agreement, with regard to the Software, may be terminated by Fidlar for material failure of CLIENT to comply with terms and conditions of this Agreement. Within thirty (30) days after CLIENT has discontinued the use of the License program, or within ten (10) days after FIDLAR has terminated any license. The term of this agreement is three-year (3 year.) With no written communication from either side requesting cancellation, this agreement shall continue.

## PFA Service Fees:

### **One-Time charge - PFA licensing, set-up and collateral: N/A - Renewal**

Marketing Release Kit: Included (Qty. 2) PFA Banners, (Qty. 1,000) PFA Customized flyers, (Qty. 25) PFA Campaign Buttons. Fidlar will customize, print and ship. Press Release Template Kit One (1) DVD containing print-ready files of customized printed materials.

### **Annual Maintenance and Support:**

**2023 - \$2,150.00    2024 - \$2,344.00**

**2025 - \$2,344.00    2026 - \$2,344.00**

Annual support includes the PFA services described herein and in Addendum A. Annual fee is subject to change based on mutually agreed upon changes/additions/deletions to the PFA service as described in the agreement. Changes/additions/deletions are not guaranteed, but if considered, may result in a proposal for changes in the fee amount.

## **Addendum A**

### PFA Value Provided to the Williamson County Clerk's Office

- Automatic notification system: Registered constituents receive an email or personal phone call (from Fidlar) each time a document is recorded in their name. The county does not have to worry about cards to mail or address lists to maintain.
- Flexible sign-up processes: Constituents can sign up via the PFA website or for those not comfortable doing so online or for those who do not have access to a computer; sign-up is available by calling the dedicated PFA toll-free number staffed by Fidlar.
- Notifications are sent out upon the recording of any document. Deeds are not the only damaging document that can be fraudulently filed or recorded. Powers of Attorney, satisfactions, etc., can also lead to fraudulent activity. PFA notifies the subscriber any time any document is recorded in the name registered with Fidlar.
- PFA is an opt-in notification system. Once subscribed, the constituent does not have to check in on a website for notification status. Email notifications are sent within 24 hours of the document being made available to Fidlar or the next business day, should the 24-hour period fall upon a weekend or holiday. Phone notifications are attempted within 48 regular business hours of the document being made available to Fidlar. When calling a subscriber with an alert notification, Fidlar will attempt the call twice (in consecutive days) and leave voicemails. If a return call is not received, Fidlar will make a third attempt one week after the first call was made. If no return call is made after the third attempt, the call will be closed.
- A customized PFA website has been created for the Clerk's office. The Clerk's office will have the right to select up to five (5) graphics to be used on the customized homepage.
- PFA requires no changes to existing recording workflow.
- No training required for county employees.
- PFA provides for customization of the email notification verbiage.
- The custom PFA website for the Clerk's will be managed by Fidlar.
- PFA provides an online administration tool for use within the Clerk's office for the purpose of monitoring subscription levels. Also available via the administration tool is the ability to access the current list of subscribers contact information as well as a list of notification alerts that have been sent.
- The call-center that provides live follow-up to PFA subscribers is fully maintained and staffed by Fidlar. This call-center is staffed from 7:00am - 8:00pm CST and is housed at our corporate office in Davenport, IA. This call center will handle the following calls
  - Incoming calls from constituents who wish to sign-up but are either hesitant to do so over the Internet or don't have a computer. Typically, this represents a more elderly demographic.
  - Incoming calls from subscribers who have received alerts and have questions. Historically, our attendants are able to answer incoming questions to the subscriber's satisfaction. However, in the event that a question remains that goes beyond our capabilities, it will be forwarded to the county office.
  - Outgoing calls providing alerts. Subscribers have the ability to receive alerts via email or phone. Those that opt to receive alerts via phone receive a call from one of our call center attendants. We will make three outgoing calls (and leave a personal message, if needed) to insure that we have ample opportunity to connect with the subscriber.



# 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 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.**

Fidlar Technologies  
Davenport, IA United States

**Certificate Number:**  
2024-1115971

**Date Filed:**  
01/24/2024

**Date Acknowledged:**  
01/25/2024

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

Williamson County

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

PFA - 2024  
Property Fraud Alert Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



## 6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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 ONLY CERTIFICATION OF FILING

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Fidlar Technologies  
Davenport, IA United States

Certificate Number:  
2024-1115971

Date Filed:  
01/24/2024

Date Acknowledged:

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Williamson County

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PFA - 2024  
Property Fraud Alert Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



**6 UNSWORN DECLARATION**

My name is Mark Hutton, and my date of birth is                     .

My address is 3096 52nd Avenue Court, Bettendorf, IA, 52722, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Scott County, State of Iowa, on the 24th day of January, 2024.  
(month) (year)

*Mark Hutton*

Signature of authorized agent of contracting business entity  
(Declarant)

**Commissioners Court - Regular Session****21.****Meeting Date:** 02/06/2024

Approval of Purchase of Enterprise Jury Summons Software from Tyler Technologies, Inc. for Information Systems

**Submitted For:** Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving annual purchase #2024113 between Williamson County and Tyler Technologies, Inc. for the Enterprise Jury Summons software, and any overages from the previous year, for a total amount of \$60,354.42, pursuant to Sourcewell contract #090320-TTI.

**Background**

The Enterprise Jury Summons software is used to prepare and mail jury summons for all juries held in all courts. The invoice attached reflects the fee for 12.10.23-12.09.24. Additionally, there is a fee for overages occurring 12.10.22-12.09.23. Funding source is 01.0100.0503.004505 per FY24 budget. Department contact is Deana Saucedo. Tyler Technologies, Inc. is a publicly-traded company, and therefore no Form 1295 is required.

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**Fiscal Impact**

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

Tyler Jury Summons

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 01/31/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

01/31/2024 12:06 PM

01/31/2024 02:10 PM

Started On: 01/26/2024 08:14 AM



**Remittance:**  
Tyler Technologies, Inc.  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

Invoice No

Date

Page

[REDACTED]

12/31/2023

1 of 1

**Questions:**

Tyler Technologies - Courts & Justice  
Phone: 1-800-772-2260 Press 2, then 3  
Email: ar@tylertech.com



Bill To: WILLIAMSON COUNTY INFORMATION SERV.  
ATTN: TAMMY MCCULLEY  
301 SE INNER LOOP - SUITE 105  
GEORGETOWN, TX 78626

Ship To: WILLIAMSON COUNTY INFORMATION SERV.  
ATTN: TAMMY MCCULLEY  
301 SE INNER LOOP - SUITE 105  
GEORGETOWN, TX 78626

Cust No.-BillTo-ShipTo

Ord No

PO Number

Currency  
USD

Terms  
NET30

Due Date  
01/30/2024

[REDACTED]

Date	Description	Units	Rate	Extended Price
Enterprise Jury Summons		103,022	0.57	58,722.54
December 10 2023-December 9 2024				
Enterprise Jury Summons Previous Year Overage		3,022	0.54	1,631.88
December 2022-November 2023				

Sourcewell 090320-TTI

**Comments:** Enterprise Jury Summons Annual Fee

**\*\*ATTENTION\*\***

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
tylerbusinessforms.com to guarantee  
100% compliance with your software.

Subtotal 60,354.42

Sales Tax \$0.00

Invoice Total 60,354.42

**Commissioners Court - Regular Session****22.****Meeting Date:** 02/06/2024

Approval of Agreement for Evidence Testing with Bode Cellmark Forensics, Inc. for the Sheriff's Office

**Submitted For:** Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Agreement #2024117 for the Level III Casework Package for evidence testing from Bode Cellmark Forensics, Inc., in the amount of \$32,370.00, and exempting the procurement pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2)-an item necessary to preserve the health and safety of the residents of Williamson County, and authorizing the execution of the agreement.

**Background**

Approval of this item will support the operations of the Williamson County Sheriff's Office. The Sheriff's Office will utilize testing services on an as-needed basis. Funding source is 01.0100.0560.004100 per FY24 budget. Department contact is Mary Johnson.

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**Fiscal Impact**

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

Bode Evidence Testing

Form 1295 Bode Cellmark Forensics, Inc.

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 02/01/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

01/31/2024 11:46 AM

02/01/2024 08:51 AM

Started On: 01/25/2024 10:55 AM



10430 Furnace Road, Suite 107  
Lorton, VA 22079

# INVOICE

Date	Number
9/28/2023	

Bill To:
Williamson County Sheriff's Office 508 South Rock Street Georgetown, TX 78626

Ship To

Description	Quantity	Price Each	Amount
Level III Casework Package - 2024 Pricing	10	3,237.00	32,370.00
		<b>Total</b>	\$32,370.00

Remit check payments to:  
Bode Cellmark Forensics, Inc.  
10430 Furnace Road, Suite #107  
Lorton, VA 22079  
EIN: 54-1750293

For credit card payments, please call:  
703-646-9817

For ACH/wires, please request instructions  
from: [billing@bodetech.com](mailto:billing@bodetech.com)

## Casework Package Pricing- 2024

Casework Package	*Cases & Testing	Price	**Additional Sample Discount
Level I	3 cases/ year	\$12,950	5%
Level II	5 cases/ year	\$19,420	10%
Level III	10 cases/ year	\$32,370	15%
Level IV	15 cases/ year	\$45,320	20%
Level V	20 cases/ year	\$58,260	25%

\*Each case consists of 4 tests. A test consists of one of the following: STR, Y-STR, miniSTR, or serology

\*\*Additional sample discount applies to samples tested above the 4 allotted per case. Discount will be applied to Bode's current list price(s) of the highest price test(s) within the case.

For packages >20 cases, contact Bode customer service for information.

### Casework Package Terms and Conditions:

- All cases for package pricing must be submitted for processing prior to the one-year anniversary of initiation of the package. Unused cases will be forfeited after one year.
- Cases can be submitted on an as-needed basis. No requirements for sending batches of cases.
- Cases requiring more than 4 tests can either be counted as 2 cases; or the client has the option of paying for the additional testing at a discounted rate.
- "Unused" tests from one case cannot be applied to another case.
- All items for a case must be submitted together. Additional evidence submissions at a later date will be counted as a separate case.
- The testing strategy will generally be based on discussions with the client and the Bode Cellmark Customized Casework team. All tests will be conducted according to Bode's validated protocols.
- Packages cannot be upgraded to a higher level. In the event the client wishes to have more cases tested, a new package may be purchased.

### Testimony

- Expert Witness Testimony, if required, is in addition to the purchased Casework Package: \$2300/day per analyst plus travel expenses; Remote video testimony \$375/hour

### Package Turnaround Time:

- Cases submitted will be processed in 12-14 weeks from receipt of evidence.
- A Case submitted for an expedited turnaround will be counted as 2 cases.\*  
\*Expedited services based on availability and must be approved prior to submission.
- Additional charges will apply for less than 2 weeks turnaround.

### Package Billing:

- Payment of the Casework Package price is required when package is ordered.

### Additional Services:

- Bode X-traction Testing: Each item submitted for Bode X-traction counts as 2 tests.
- Mitochondrial DNA (mtDNA) Testing: Each item submitted for mtDNA analysis counts as 3 tests. Turnaround time for mtDNA is 12-14 weeks.

# 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 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.**

Bode Cellmark Forensics, Inc.  
Lorton, VA United States

**Certificate Number:**  
2024-1117117

**Date Filed:**  
01/29/2024

**Date Acknowledged:**  
01/29/2024

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

Williamson County

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

2024117  
DNA Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
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Williamson County

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2024117  
DNA Testing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**




**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

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

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**Commissioners Court - Regular Session****23.****Meeting Date:** 02/06/2024

Approval of Purchase of Furniture from Facilities Resource, Inc. for the Sheriff's Office

**Submitted For:** Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Agreement #2024119 for the purchase of furniture for the Sheriff's Office from Facilities Resource, Inc. in the amount of \$15,329.87, pursuant to OMNIA Partners contract #191804, and authorizing execution of the quote.

**Background**

Approval of this item will support operations at the Williamson County Sheriff's Office. A quote is attached outlining the different pieces of office furniture to be purchased. The funding source is 01.0100.0560.003005 for FY24. The department point of contact is Chief Pat Erickson. The vendor is publicly traded, and form 1295 is not required.

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**Fiscal Impact**

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

Facilities Resource Quote

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 01/31/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

01/31/2024 02:04 PM

01/31/2024 02:12 PM

Started On: 01/29/2024 02:53 PM



Facilities Resource Inc.  
1641 Scottsdale Drive  
Cedar Park, TX 78641  
512-371-1232

**PR #134027**

## QUOTATION & CONTRACT

DATE	QUOTE #
01/23/24	24035A
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

### BILL TO:

Mary Johnson  
2nd Floor New Office Furnishings  
Williamson County  
412 Vance Street  
Taylor, TX 76574-3506

PH: 512.943.1313  
FX: 512.943.3281

### CUSTOMER PURCHASE ORDER

### FINAL LOCATION:

Mary Johnson  
Sheriff's Office  
Williamson County  
508 S. Rock Street  
Georgetown, TX 78626-5604

PH: 512.943.1313  
FX: 512.943.3281

### SUMMARY INFORMATION

HON OMNIA Contract #R191804  
Kimball OMNIA Contract #R191811  
ESI OMNIA Contract #R221001

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	1.00	Fellowes FCH4CX BLK Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk BLK = Black (FINISH) -- TAG/LOCATION: Angie's Office 1 -- CONTRACT: R191804	\$ 205.20	\$ 205.20
2	1.00	Fellowes SENAEX2-MS BLK SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount BLK = Black (FINISH) -- TAG/LOCATION: Angie's Office 1 -- CONTRACT: R191804	\$ 338.40	\$ 338.40
3	1.00	The HON Company H105106 \$(L1STD) .N N 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- TAG/LOCATION: Angie's Office 1 -- CONTRACT: R191804	\$ 420.30	\$ 420.30
4	1.00	The HON Company H105R3060 \$(L1STD) .N N 60WX30D RECTANGLE WORKSURFACE \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- TAG/LOCATION: Angie's Office 1	\$ 205.95	\$ 205.95



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## QUOTATION & CONTRACT

DATE	QUOTE #
01/23/24	24035A
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
-- CONTRACT: R191804				
5	1.00	The HON Company HSWEEPA2 SWEEP HANDLE KIT BLACK 2-PACK -- TAG/LOCATION: Angie's Office 1 -- CONTRACT: R191804	\$ 29.42	\$ 29.42
6	1.00	The HON Company HUSLMOD1360 \$(L1STD) .N .N .P LAMINATE MODESTY 13H X 60W \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany .N = Mahogany .P = Black -- TAG/LOCATION: Angie's Office 1 -- CONTRACT: R191804	\$ 270.75	\$ 270.75
7	1.00	The HON Company HCTROUGH36 CABLE MNGMT TROUGH 36W SINGLE -- TAG/LOCATION: Angie's Office 1 -- CONTRACT: R191804	\$ 56.13	\$ 56.13
8	1.00	The HON Company HHN831124 .S FLAT BRACKET 24D .S = Charcoal -- TAG/LOCATION: Angie's Office 1 -- CONTRACT: R191804	\$ 31.07	\$ 31.07
9	1.00	The HON Company HHATM3S3LT \$(P1) .P71 .X .MEM MAX 3 STAGE 3 LEG T FOOT \$(P1) = P1 Paint Opts .P71 = Black .X = Standard Glide .MEM = Memory Preset -- TAG/LOCATION: Angie's Office 1 -- CONTRACT: R191804	\$ 893.09	\$ 893.09
10	1.00	The HON Company HHATW2442CT \$(L1STD) .N .N .G1 P 42W X 24D RECT WORKSURFACE C/T BASE \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany .N = Mahogany	\$ 170.50	\$ 170.50



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## QUOTATION & CONTRACT

DATE	QUOTE #
01/23/24	24035A
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		.G1 = 1 Grommet - Centered P = Black -- TAG/LOCATION: Angie's Office 1 -- CONTRACT: R191804		
11	1.00	The HON Company HLSL2016PH2 \$(2) .SMHMMLD 40 PED CUSHION 20X15.8X1 \$(2) = Grd 2 Uph .SMHMMLD = Meld 40 = Creek -- TAG/LOCATION: Angie's Office 1 -- CONTRACT: R191804	\$ 214.82	\$ 214.82
12	1.00	The HON Company HLSLZ5SC48 .P 36W EXTERNAL STIFFENER .P = Black -- TAG/LOCATION: Angie's Office 1 -- CONTRACT: R191804	\$ 56.51	\$ 56.51
13	1.00	The HON Company HLSLZ5SC54 .P 42W EXTERNAL STIFFENER .P = Black -- TAG/LOCATION: Angie's Office 1 -- CONTRACT: R191804	\$ 61.64	\$ 61.64
14	1.00	The HON Company HNLEP2428L .P \$(L1STD) .N 1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D LEFT .P = Black \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany -- TAG/LOCATION: Annette's Office -- CONTRACT: R191804	\$ 131.23	\$ 131.23
15	1.00	The HON Company HNLEP2428R .P \$(L1STD) .N 1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D RIGHT .P = Black \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany -- TAG/LOCATION: Annette's Office -- CONTRACT: R191804	\$ 131.23	\$ 131.23



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## QUOTATION & CONTRACT

DATE	QUOTE #
01/23/24	24035A
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
16	1.00	The HON Company HNLMP4828 .P \$(L1STD) .N 48W x 27-7/8H Modesty / Back Panel .P = Select Grommet Color: Black \$(L1STD) = Select Laminate Color: Grd L1 Standard Laminates .N = Select Grade 1 Laminate Finish: Mahogany -- TAG/LOCATION: Annette's Office -- CONTRACT: R191804	\$ 142.90	\$ 142.90
17	1.00	The HON Company HNLRC2448 .G N .P \$(L1STD) .N 48W x 24D Rectangle Worksurface .G = Select Edge Detail: Smooth, Flat N = Edgeband Color Selection: Mahogany .P = Select Grommet Color: Black \$(L1STD) = Select Top Laminate Color: Grd L1 Standard Laminates .N = Select Grade 1 Laminate Finish: Mahogany -- TAG/LOCATION: Annette's Office -- CONTRACT: R191804	\$ 176.06	\$ 176.06
18	2.00	Fellowes FCH4CX BLK Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk BLK = Black (FINISH) -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 205.20	\$ 410.40
19	1.00	Fellowes KATAEX4-DC-MS BLK Kata EX 4 Monitor Arm w/Desk Clamp, Single Motion Arms + Sliders BLK = Black (FINISH) -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 887.85	\$ 887.85
20	1.00	Fellowes SENAEX2-MS BLK SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount BLK = Black (FINISH) -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 338.40	\$ 338.40
21	1.00	The HON Company H10502 \$(L1STD) .N 10500 SERIES FLOORSTND FULL HT PED B/B/F 15-5/8W X 22-3/4D \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany	\$ 403.96	\$ 403.96



Facilities Resource Inc.  
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512-371-1232

## QUOTATION & CONTRACT

DATE	QUOTE #
01/23/24	24035A
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804		
22	1.00	The HON Company H10505 \$(L1STD) .N 10500 SERIES MULTI FILE PED 36W X 20D X 28H \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 734.59	\$ 734.59
23	1.00	The HON Company H10524LEP \$(L1STD) .N 15-3/4WX23-7/8DX28-1/2H L-SHAPED END PANEL \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 159.72	\$ 159.72
24	1.00	The HON Company H10541 \$(L1STD) .N N 10500 SERIES CRED SHELL 72W X 24D X 29-1/2H \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 409.56	\$ 409.56
25	2.00	The HON Company H105293 \$(L1STD) .N N 10500 SERIES 36W X 24D X66-5/8H STORAGE CAB/LAT FILE \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 1,338.42	\$ 2,676.84
26	1.00	The HON Company H105692 \$(L1STD) .N N 10500 SERIES CRED SHELL 48W X 24D X 29-1/2H \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 360.06	\$ 360.06



Facilities Resource Inc.  
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## QUOTATION & CONTRACT

DATE	QUOTE #
01/23/24	24035A
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
27	1.00	The HON Company H105R2448 \$(L1STD) .N N 48WX24D RECTANGLE WORKSURFACE \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 156.45	\$ 156.45
28	1.00	The HON Company H105R3060 \$(L1STD) .N N 60WX30D RECTANGLE WORKSURFACE \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 205.94	\$ 205.94
29	1.00	The HON Company H105R3072 \$(L1STD) .N N 72WX30D RECTANGLE WORKSURFACE \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany N = Mahogany -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 237.24	\$ 237.24
30	5.00	The HON Company HSWEEPA2 SWEEP HANDLE KIT BLACK 2-PACK -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 29.42	\$ 147.10
31	2.00	The HON Company HSWEEPA3 SWEEP HANDLE KIT BLACK 3-PACK -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 37.82	\$ 75.64
32	2.00	The HON Company HUSLMOD1360 \$(L1STD) .N .N .P LAMINATE MODESTY 13H X 60W \$(L1STD) = Grd L1 Standard Laminates .N = Mahogany .N = Mahogany .P = Black -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 270.75	\$ 541.50





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## QUOTATION & CONTRACT

DATE	QUOTE #
01/23/24	24035A
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
33	2.00	The HON Company HCTROUGH36 CABLE MNGMT TROUGH 36W SINGLE -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 56.13	\$ 112.26
34	1.00	The HON Company HHN831124 .S FLAT BRACKET 24D .S = Charcoal -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 31.07	\$ 31.07
35	2.00	The HON Company HHATB2S2LT \$(P1) .P71 .X .MEM 2 STAGE 2 LEG RECTANGLE T FOOT \$(P1) = P1 Paint Opts .P71 = Black .X = Standard Glide .MEM = Memory Preset -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 384.77	\$ 769.54
36	1.00	The HON Company HLSLZ5SC48 .P 36W EXTERNAL STIFFENER .P = Black -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 56.51	\$ 56.51
37	1.00	The HON Company HLSLZ5SC72 .P 60W EXTERNAL STIFFENER .P = Black -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 72.85	\$ 72.85
38	1.00	Kimball International 72K214829CBDRLL X CW CW X N STOW,21DX48WX29H,CREDENZA,DOORS,TFL X = LOCK: NON-LOCKING CW = SURFACE LAMINATE COLOR: CORDOVAN CW = VIN RIM COLOR: CORDOVAN X = GROMMET: NO GROMMET N = VENTILATION: NO VENTILATION	\$ 1,033.20	\$ 1,033.20



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## QUOTATION & CONTRACT

DATE	QUOTE #
01/23/24	24035A
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804		
39	1.00	The HON Company HIWMRA .Y2 .A .S .0S \$(1) .UR 96 .BL .SB .T IGN 2 MID-BACK REACTIV .Y2 = Advanced Synchro-Tilt SeatSldr .A = Height and Width Adj. Arm .S = Black All-Surface Caster .0S = Charcoal \$(1) = Grd 1 UPH .UR = Contourett 96 = Ocean .BL = Black Adjustable Lumbar .SB = Standard Base .T = Black -- TAG/LOCATION: Task Chair -- CONTRACT: R191804	\$ 466.54	\$ 466.54
40	5.00	The HON Company HF23B .X101E Black Removable Lock Core Kit Key 112 .X101E = 101E (Select Key Number) -- TAG/LOCATION: Digital Evidence -- CONTRACT: R191804	\$ 21.49	\$ 107.45
41	1.00	FRI Services INSTALLATION Receipt, Delivery and Installation Services -- CONTRACT: R191804	\$ 1,400.00	\$ 1,400.00

**NOTES:** \*Estimated Materials and Commodity Surcharges have been added to this quote due to current market fluctuations, (Actual Amount Charged will be determined at the time the order is placed).

\*Storage of product begins upon receipt of product at FRI Warehouse and will be prorated based on need until all product is delivered to site.

\*Storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 30 days will cause a hold on product release.

\*\*Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.



Facilities Resource Inc.  
1641 Scottsdale Drive  
Cedar Park, TX 78641  
512-371-1232

## QUOTATION & CONTRACT

DATE	QUOTE #
01/23/24	24035A
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
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WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

x \_\_\_\_\_ Date 01/23/24  
Brad Schweifler  
Facilities Resource Inc.

x Not Required with PO Issued \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Williamson County

SUBTOTAL	\$15,329.87
FREIGHT	\$0.00
DELIVERY/SET-UP	\$0.00
SALES TAX (0%)	\$0.00
TOTAL	\$15,329.87
DEPOSIT REQUESTED	\$0.00
BALANCE	\$15,329.87



## TERMS AND CONDITIONS

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1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order from the Buyer to Facilities Resource, Inc. constitutes acceptance and a binding purchase agreement for services. On all orders over \$1,000.00 a hard copy PO is requested.
2. Changes requested by Buyer, subsequent to manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to conform and upon factory approval. All such requests shall be delivered to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Resulting additional charges shall be paid by the Buyer.
3. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
4. Claims for damage in transit will be processed by Facilities Resource, Inc. and damaged merchandise shall be repaired or replaced to the reasonable satisfaction of the Buyer.
5. Wherein product deliveries and labor at site are affected by stairs and no other means (elevator or mechanical lift) of moving products is available, an additional fee will be applied.
6. In the event building site conditions affecting delivery routes are not disclosed prior to quoting and final proposal approval, additional fees may apply.
7. Delivery and installation will be made during Facilities Resource, Inc. regular business hours and according to the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. Buyer will be billed for any additional labor costs resulting from overtime work performed at the Buyer's request. If the space provided is inadequate or requires excessive sorting or storage costs, Buyer shall reimburse Facilities Resource, Inc. for the cost of same. If the space provided is inconveniently located or on a floor different from the installation site, Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be moved due to activity of other trades or other reasons, Buyer shall reimburse Facilities Resource, Inc. for the cost of same.
8. Delivery to client storage is subject to additional fees and product acceptance liability waivers.
9. Products held in FRI storage are pursuant to the State of Texas Business and Commerce Code. Any default on storage fees will be subject to the laws under this code.
10. Product Warranties: Manufacturer's Commercial Warranty applies. This warranty is only valid if the products are given normal and proper use, installed, or used in accordance with the manufacturer's installation and/or application guidelines, and installed by FRI. FRI assumes no responsibility for repairs to products sustaining damages resulting from user storage, modification, attachments to a product, misuse, abuse, alteration, or negligent use of our products.
11. Facilities Resource, Inc. shall not be responsible for manufacturers inability to meet their estimated ship dates. Estimated ship dates are for manufacturers time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
12. Buyers must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer and without charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
13. After the arrival of the merchandise at the site, any loss or damage by weather, trades working at the site, or otherwise, shall be the responsibility of the Buyer.
14. Merchandise will be invoiced upon shipment from the manufacturer. Buyer agrees to pay each invoice within the Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the client receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on licensee's fiscal year in which the payment becomes due. The said rate in 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.
15. Any controversy or claim arising out of or relating to this Contract, or any breach thereof shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.
16. In the event of default under this agreement, the prevailing party shall be allowed to recover attorney fees in accordance with the determination of the court.
17. In no event shall either party be liable for any special indirect, consequential, incidental damages including, without limitation, damages for loss of business profits, business interruptions or loss of information, even if the other Party has been advised of the possibility of such damages.
18. Facilities Resource, Inc. will provide a certificate of insurance acceptable to buyers and insurance that it maintains adequate workers compensation, general liability & property coverage at all times. If a waiver is requested as part of the insurance requirements, a \$350.00 fee per waiver will be charged.

19. Unless otherwise specified, all furniture is warranted by Facilities Resource, Inc. to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Facilities Resource, Inc. will repair, adjust, or take corrective action on any problem free of charge within 30 days of purchase or manufacturers earliest notification. Manufacturer's warranties will apply with any charges for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability. All used or rental return merchandise is sold on an "AS IS" basis.
20. It shall be understood and agreed that during the term of this agreement and for a period of 12 (twelve) months, thereafter, the Buyer will not directly nor indirectly recruit and/or hire any employee of Facilities Resource, Inc., unless mutually agreed upon between Officers of the Buyer and Facilities Resource, Inc.
21. All additional costs listed above shall include a 25% administrative fee.
22. Mandatory Terms: Any customer or buyer mandatory terms under OMNI Partners Contract #R180401 are included herein as if copied in full.
23. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver sovereign immunity or powers of Buyer, the Williamson County Commissioners Court, or the Williamson County Judge.
24. Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Buyer's rights.
25. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Buyer will only be liable for its pro rata share of services rendered and goods actually received.
26. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
27. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
28. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
29. The above is the entire agreement between the Buyer and Facilities Resource, Inc. It may not be changed without mutual written authorization. These terms apply to the initial order and any subsequent orders.

I have read and understand all of the terms and conditions contained herein.

Agreed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Commissioners Court - Regular Session****24.****Meeting Date:** 02/06/2024

Authorize Issuing Advertisement for RFP #24RFP32 for Juvenile Services 2024 Food Service

**Submitted For:** Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Juvenile Services 2024 Food Service, under RFP #24RFP32.

**Background**

Williamson County Juvenile Services is seeking solicitations from qualified vendors to provide food service. Funding Source is 01.0100.0576.003306 as per FY24 budget. Department contact is John Pelczar.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 01/31/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

01/31/2024 12:24 PM

01/31/2024 02:11 PM

Started On: 01/29/2024 08:46 AM

**Commissioners Court - Regular Session****25.****Meeting Date:** 02/06/2024

Berry Springs Park Improvements (P559) - CMAR Amendment 1

**Submitted For:** Dale Butler**Submitted By:** Christy Matoska, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Amendment No. 1 to Agreement for Construction Manager at Risk with Chasco Constructors, Ltd. LLP for the Berry Springs Park Improvements project (P559) to amend Article 4.1.1 – Compensation, by re-allocating the Preconstruction Service Fees to equal 100%.

**Background**

Due to an error in allocation of the Preconstruction Service Fee, Article 4.1.1 – Compensation, this is being amended so the sum of the fees equals 100%. Point of contact is Angel Gomez, Senior Project Manager, Facilities Management Department.

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Missing Custom Expenditures Program, please contact Destiny Software

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**Fiscal Impact**

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

Berry Springs ParkPP559

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 02/01/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

02/01/2024 10:25 AM

02/01/2024 11:02 AM

Started On: 02/01/2024 08:54 AM



**AMENDMENT NO. 1  
TO  
AGREEMENT FOR CONSTRUCTION MANAGER AT-RISK**

**PROJECT:** Berry Springs Park Improvements ("Project")

**CONSTRUCTION  
MANAGER AT-RISK:** Chasco Constructors, Ltd. LLP ("CMAR")  
Charles J. Glace., Jr., President  
2801 Old Settlers Blvd  
Round Rock, TX 78665

**PLANNER/ LANDSCAPE  
ARCHITECT/ ARCHITECT/  
ENGINEER:** Halff Associates, Inc. ("A/E")  
James Hemenes, PLA, ASLA, CPRE  
Director of Landscape Architecture  
9500 Amberglen Bd., Bldg. F, Suite 125  
Austin, TX 78729-1102

**COUNTY'S DESIGNATED  
REPRESENTATIVE:** Williamson County Parks Department  
Director of Parks  
219 Perry Mayfield  
Leander, Texas 78641

**THIS AMENDMENT NO. 1** to **Agreement for Construction Manager At-Risk** ("Amendment No. 1) is by and between **Williamson County, Texas**, a political subdivision of the State of Texas ("County") and A/E.

**R E C I T A L S**

**WHEREAS**, County and A/E previously executed that certain **Agreement for Construction Manager At-Risk** ("Agreement") being dated effective **August 22, 2023**, wherein A/E agreed to perform certain construction services in connection with the Project;

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

**WHEREAS**, the parties wish to amend the language relating to **Compensation Schedule** under **Article 4.1.1** of the Agreement; and,



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

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

**I. Amendment to Article 4.1.1 - Compensation**

**Article 4.1.1 - Compensation shall be amended and supplanted by the following:**

**4.1.1**

County shall pay CMAR the lump sum amount of **Ten Thousand Dollars (\$ 10,000 )** for Preconstruction Phase services in accordance with the following schedule:

Design Development Phase:	N/A
Construction Document Review:	40% of Preconstruction Services Fee
GMP Proposal Provided:	40% of Preconstruction Services Fee
Final Comments and GMP Acceptance:	20% of Preconstruction Services Fee

**II. Terms of Agreement Control and Extent of Amendment No. 1**

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.

**III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.**

**A/E:**  
Chasco Constructors Ltd, LLP

By: \_\_\_\_\_  
Signature

Charles King

Printed Name

Vice President and CFO

Title

**COUNTY:**  
Williamson County, Texas

By: \_\_\_\_\_

Printed Name

Title

Date Signed: January 29, 2024

Date Signed: \_\_\_\_\_

**Commissioners Court - Regular Session****26.****Meeting Date:** 02/06/2024

Authorize Issuing Advertisement for RFSQ #24RFSQ31 for Project Management, Plan Review, Building Inspection and Commissioning for Various Projects for Facilities Management

**Submitted For:** Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Project Management, Plan Review, Building Inspection and Commissioning for Various Projects, under RFSQ #24RFSQ31.

**Background**

Williamson County intends to design and construct various projects over the course of the agreement. Examples of possible projects include remodeling of existing buildings and construction of new buildings, park trails and facilities inside and outside city of jurisdictions within Williamson County. Consultant responsibilities include, any or all of the following, but not limited to: staff augmentation project management starting in any phase of design or construction through any phase of construction up to and including close-out and warranty coordination, third-party plan review for constructability, third-party plan review for code compliance, third-party construction inspection at any or all phases of construction, third-party mechanical, electrical and plumbing (MEP) commissioning. An estimated budget will be established for each project. Funding sources will be assigned for each project. The point of contact is Wendy Danzoy.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 01/31/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

01/31/2024 11:36 AM

01/31/2024 02:08 PM

Started On: 01/17/2024 04:16 PM

**Commissioners Court - Regular Session****27.****Meeting Date:** 02/06/2024

LAN 21RFSQ14 WA1 CR 100

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$61,030.00 to expire December 31, 2024 under Williamson County Contract for Engineering Services between Lockwood, Andrews and Newnam, Inc. (LAN) and Williamson County dated June 2, 2022 for Roadway Widening on CR 100 from Chandler Road to CR 105, approximately 11,375'. Funding source: 01.0200.0210.004100.

**Background**

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Missing Custom Expenditures Program, please contact Destiny Software

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**LAN 21RFSQ14 WA1 CR 100

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/30/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

01/26/2024 09:53 AM

01/30/2024 02:05 PM

Started On: 01/23/2024 03:09 PM

**WORK AUTHORIZATION NO. 1**

**PROJECT: Engineering Services for Roadway Widening on  
CR 100 from Chandler Road to CR 105, approximately 11,375'**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated June 2, 2022 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LAN (the "Engineer").

Part 1. 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 \$61,030.00.

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 December 31, 2024. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ENGINEER:

Lockwood, Andrews and Newnam, Inc.

By: Travis Michel  
Signature

Travis Michel, P.E.  
Printed Name

Sr. Associate  
Title

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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**

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Existing LIDAR contours and apparent ROW (Wilco's GIS Department)
- Aerial background (photography) files
- Geotechnical investigations and pavement design
- Existing culvert sizes and elevations
- Available recent bid tabs for development of the OPCC
- Right of Entry acquisition for adjacent properties if required
- Construction oversight, administration, and management

## **Attachment B - Services to be Provided by Engineer**

### Project Locations:

#### **1. CR 100 from Chandler Road to CR 105, approximately 11,375'**

##### Task 1: Project Management

Attend progress review meetings with Road & Bridge Division at 50%. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC. Coordinate with other consultants.

##### Task 2: LIDAR Contours and Apparent R.O.W.

To be provided by the County's GIS Department.

##### Task 3: Preliminary Engineering

N/A

##### Task 4: Geotechnical Investigations

To be provided by the County  
(pavement design)

##### Task 5: Environmental Studies

N/A

##### Task 6: Utility Coordination

N/A

##### Task 7: FEMA Coordination

N/A

##### Task 8: Final Engineering

###### **8.1. Roadway Design:**

8.1.1. Preliminary field work which includes marking the boundaries of the project, assessing the slopes and conditions of driveways, and determining if there's a need to relocate mailboxes and roadway signs, among other tasks.

8.1.2. Roadway design and develop schematic drawings for construction purposes. The plan set will encompass the following sheets:

- I. Title sheet,
- II. Project Layout (one sheet),
- III. Survey Control Sheet (To be provided by others)
- IV. Existing and proposed cross sections,
- V. Quantity summary,
- VI. Plan and profile (including SW3P, signage and pavement marking elements),
- VII. Relevant TxDOT standard details.



8.1.3. Develop the Opinion of Probable Construction Cost (OPCC).

## 8.2. Hydrologic & Hydraulic Analysis, and Construction Documents (Drainage Sheets)

8.2.1. Hydrologic Analysis: The contributing drainage basin to County Road 100 (CR 100) will be delineated utilizing LiDAR, survey information, and GIS analysis. Small basins (less than 200 acre) will be analyzed using the rational method, while large basins will be analyzed using HEC-HMS.

8.2.2. Hydraulic Analysis: A hydraulic model will be provided to analyze one minor cross culverts on CR 100 that was identified during a cursory field visit. The minor cross culvert will be analyzed using HY-8. Arch CMP pipes with a minimum cover of 1 foot will be provided for the proposed crossing culvert configurations. The location of existing ditches will be collected through site information and desktop analysis. Spreadsheet ditch calculations will be provided to analyze the existing parallel ditches on both the East and West sides of CR 100. The goal of the drainage improvement is to achieve a 25-year design storm capacity for cross culverts and a 10-year capacity for parallel drainage ditches.

8.2.3. Design Plans: It is anticipated the following drawings will be included in Drainage sheets:

- I. Drainage Area Map (1 sheet)
- II. Hydrologic Calculations (1 sheet)
- III. Culvert Hydraulic Calculations (1 sheet)
- IV. Culvert Plan & Profile Sheets (1 sheet)
- V. Ditch Calculations (1 sheet)

Note: Ditch grading and callouts will be provided in roadway plan & profile sheets.

## Task 9: Bidding Phase Services

N/A

## Task 10: Construction Phase Services

10.1. Review and respond to Contractor's Requests for Information (RFIs) (Up to 4 RFIs).

### **Deliverables:**

#### 50% Submittal:

- Scroll plot of drainage areas and runoff calculations
- 11"x17" plan sheets
- Estimates and quantities

#### 90% Submittal:

- Scroll plot of drainage areas and runoff calculations
- 11"x17" plan sheets
- Technical Specifications
- Estimates and quantities

#### 100% (Final) Submittal:

- Signed and sealed plan set
- Final OPCC

**Exclusions:**

The following items are excluded from LAN's scope of work but may be included as a Supplemental Service should the County request them:

1. Subconsultant services, including but not limited to: Surveying, Geotechnical Engineering, Pavement design, Environmental Consulting, Subsurface Utility Engineering (SUE), Traffic study, etc.
2. Utility coordination or relocations design.
3. Utility design to address water or wastewater conflicts with the proposed drainage improvements is not included in this scope.
4. Detailed Traffic Control Plans (Construction Contractor to provide Traffic Control Plan)
5. Develop cross section sheets.
6. Separate SW3P sheets (LAN will incorporate these elements into the plan and profile)
7. Separate signage and pavement marking sheets (LAN will incorporate these elements into the plan and profile)
8. Driveway culverts will not be analyzed in this scope. Driveway culverts will be relocated as needed to accommodate the roadway widening and will match existing condition or better.
9. Public involvement.
10. Bid phase services.
11. Develop record drawings.
12. Any other items not identified in the basic services.

### **Attachment C - Work Schedule**

Expected Notice to Proceed from Williamson County near February 12, 2024.

Milestone	Duration	Date Due
Notice to Proceed		February 12, 2024
50% Submittal	8 weeks	April 12, 2024
50% Review Comments returned	2 weeks	April 26, 2024
90% Submittal	4 weeks	May 24, 2024
90% Review Comments returned	1 week	May 31, 2024
100% (Final) Submittal	3 weeks	June 21, 2024

### **Attachment D - Fee Schedule**

The following tasks will be invoiced at the hourly rate for the personnel performing the tasks.  
The total amount for each task will not be exceeded without approval from the county.

Task 1 – Project Management	\$6,745.00
Task 8 – Final Engineering	\$49,405.00
Task 10 – Construction Phase	\$4,880.00
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Total	\$61,030.00

# Work Authorization #1

Project: CR 100 from Chandler Road to CR 105, approximately 11,375'

Project Name: CR 100 Roadway Widening Engineering Services	Total Task Hours	Total Task Cost	Project Principal	Project Manager	Project Engineer	Senior CAD Technician	Engineer - In - Training	Admin/ Clerical
			\$ 260.00	\$ 210.00	\$ 165.00	\$ 130.00	\$ 130.00	\$ 100.00
<b>Project Management and Setup</b>								
Project Management	17	\$ 3,340.00	2	12				3
Coordination with other Consultants	6	\$ 1,020.00		3			3	
Monthly Progress Meetings (3 meetings), Agenda & Meeting Minutes Preparation	12	\$ 2,385.00		9	3			
<b>Subtotal</b>	35	\$ 6,745.00	2	24	3	0	3	3
<b>Roadway Design</b>								
Field work (limits, striping, driveway, etc. identification)	14	\$ 2,280.00		4	4		6	
Prepare Schematics	146	\$ 20,100.00		14		92	40	
Prepare Quantity Summary & OPCC	9	\$ 1,410.00		3		3	3	
Quality Control/Quality Assurance	8	\$ 1,880.00	4	4				
Mileage (\$0.655/mile) & Plan Production/Printing/Courier Services		\$ 350.00						
<b>Subtotal</b>	177	\$ 26,020.00	4	25	4	95	49	0
<b>Hydrologic &amp; Hydraulic Analysis, and Construction Documents (Drainage Sheets)</b>								
Data Collection (Hydrologic Analysis)	6	\$ 850.00			2		4	
Rational Method (Hydrologic Analysis)	7	\$ 980.00			2		5	
Data Collection (Hydraulic Analysis)	8	\$ 1,180.00			4		4	
Rational Method (Hydraulic Analysis)	13	\$ 1,795.00			3		10	
Parallel Ditch Analysis (Hydraulic Analysis)	10	\$ 1,440.00			4		6	
Drainage Area Map (1 sheet)	25	\$ 3,355.00			3		22	
Hydrologic Calculation (1 sheet)	20	\$ 2,670.00			2		18	
Culvert Hydraulic Calculations (1 sheet)	20	\$ 2,670.00			2		18	
Culvert Plan & Profile Sheets (1 sheet)	35	\$ 4,725.00			5		30	
Ditch Calculations (1 sheet)	20	\$ 2,670.00			2		18	
QC Review	5	\$ 1,050.00		5				
<b>Subtotal</b>	169	\$ 23,385.00	0	5	29	0	135	0
<b>Limited Construction Phase Services</b>								
Respond to Contractors RFIs (Estimate 4 RFIs)	28	\$ 4,880.00		12	8		8	
<b>Subtotal</b>	28	\$ 4,880.00	0	12	8	0	8	0
<b>Total Fee</b>		<b>\$ 61,030.00</b>						

**Commissioners Court - Regular Session****28.****Meeting Date:** 02/06/2024

LAN 21RFSQ14 WA2 CR 237

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of \$76,360.00 to expire December 31, 2024 under Williamson County Contract for Engineering Services between Lockwood, Andrews and Newnam, Inc. (LAN) and Williamson County dated June 2, 2022 for Roadway Widening on CR 237 from Ronald Reagan Blvd to CR 216, approximately 9,000'. Funding source: 01.0200.0210.004100.

**Background**

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Missing Custom Expenditures Program, please contact Destiny Software

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**Fiscal Impact**

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

LAN 21RFSQ14 WA2 CR 237

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/30/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

01/26/2024 09:53 AM

01/30/2024 02:05 PM

Started On: 01/23/2024 03:09 PM

**WORK AUTHORIZATION NO. 2**

**PROJECT: Engineering Services for Roadway Widening on  
CR 237 from Ronald Reagan Blvd to CR 216, approximately 9,000'**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated June 2, 2022 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LAN (the "Engineer").

Part 1. 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 \$76,360.00.

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 December 31, 2024. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ENGINEER:

Lockwood, Andrews and Newnam, Inc.

By: Travis Michel  
Signature

Travis Michel, P.E.  
Printed Name

Sr. Associate  
Title

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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**

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Existing LIDAR contours and apparent ROW (Wilco's GIS Department)
- Aerial background (photography) files
- Geotechnical investigations and pavement design
- Existing culvert sizes and elevations
- Up to 5 channel cross sections for the one major cross culvert analysis
- Available recent bid tabs for development of the OPCC
- Right of Entry acquisition for adjacent properties if required
- Construction oversight, administration, and management

## **Attachment B - Services to be Provided by Engineer**

### Project Locations:

#### **1. CR 237 from Ronald Reagan Blvd to CR 216, approximately 9,000'**

##### Task 1: Project Management

Attend progress review meetings with Road & Bridge Division at 50%. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC. Coordinate with other consultants.

##### Task 2: LIDAR Contours and Apparent R.O.W.

To be provided by the County's GIS Department.

##### Task 3: Preliminary Engineering

N/A

##### Task 4: Geotechnical Investigations

To be provided by the County  
(pavement design)

##### Task 5: Environmental Studies

N/A

##### Task 6: Utility Coordination

N/A

##### Task 7: FEMA Coordination

N/A

##### Task 8: Final Engineering

###### **8.1. Roadway Design:**

8.1.1. Preliminary field work which includes marking the boundaries of the project, assessing the slopes and conditions of driveways, and determining if there's a need to relocate mailboxes and roadway signs, among other tasks.

8.1.2. Roadway design and develop schematic drawings for construction purposes. The plan set will encompass the following sheets:

- I. Title sheet,
- II. Project Layout (one sheet),
- III. Survey Control Sheet (To be provided by others)
- IV. Existing and proposed cross sections,
- V. Quantity summary,
- VI. Plan and profile (including SW3P, signage and pavement marking elements),
- VII. Relevant TxDOT standard details.

### 8.1.3. Develop the Opinion of Probable Construction Cost (OPCC).

## 8.2. Hydrologic & Hydraulic Analysis, and Construction Documents (Drainage Sheets)

8.2.1. Hydrologic Analysis: The contributing drainage basin to County Road 237 (CR 237) will be delineated utilizing LiDAR, survey information, and GIS analysis. Small basins (less than 200 acre) will be analyzed using the rational method, while large basins will be analyzed using HEC-HMS.

8.2.2. Hydraulic Analysis: The hydraulic models will be provided to analyze up to two minor and one major cross culverts on CR 237 that were identified during a cursory field visit. The two minor cross culverts will be analyzed using HY-8. The one major cross culvert, defined as having a culvert opening larger than 20-feet (note: this is not a FEMA mapped crossing), will be analyzed using HEC-RAS. The proposed design includes extending the cross culverts and placing SET or headwalls within the right-of-way (ROW). Arch CMP pipes with a minimum cover of 1 foot will be provided for the proposed crossing culvert configurations. The location of existing ditches will be collected through site information and desktop analysis. Spreadsheet ditch calculations will be provided to analyze the existing parallel ditches on both the East and West sides of CR 237. The goal of the drainage improvement is to achieve a 25-year design storm capacity for cross culverts and a 10-year capacity for parallel drainage ditches.

8.2.3. Design Plans: It is anticipated the following drawings will be included in Drainage sheets:

- I. Drainage Area Map (1 sheet)
- II. Hydrologic Calculations (1 sheet)
- III. Culvert Hydraulic Calculations (3 sheets)
- IV. Culvert Plan & Profile Sheets (3 sheets)
- V. Ditch Calculations (1 sheet)

Note: Ditch grading and callouts will be provided in roadway plan & profile sheets.

Task 9: Bidding Phase Services

N/A

Task 10: Construction Phase

10.1. Review and respond to Contractor's Requests for Information (RFIs) (Up to 4 RFIs).

**Deliverables:****50% Submittal:**

- Scroll plot of drainage areas and runoff calculations
- 11"x17" plan sheets
- Estimates and quantities

**90% Submittal:**

- Scroll plot of drainage areas and runoff calculations
- 11"x17" plan sheets
- Technical Specifications
- Estimates and quantities

**100% (Final) Submittal:**

- Signed and sealed plan set
- Final OPCC

**Exclusions:**

The following items are excluded from LAN's scope of work but may be included as a Supplemental Service should the County request them:

1. Subconsultant services, including but not limited to: Surveying, Geotechnical Engineering, Pavement design, Environmental Consulting, Subsurface Utility Engineering (SUE), Traffic study, etc.
2. Utility coordination or relocations design.
3. Utility design to address water or wastewater conflicts with the proposed drainage improvements is not included in this scope.
4. Detailed Traffic Control Plans (Construction Contractor to provide Traffic Control Plan)
5. Develop cross section sheets.
6. Separate SW3P sheets (LAN will incorporate these elements into the plan and profile)
7. Separate signage and pavement marking sheets (LAN will incorporate these elements into the plan and profile)
8. Driveway culverts will not be analyzed in this scope. Driveway culverts will be relocated as needed to accommodate the roadway widening and will match existing condition or better.
9. Public involvement.
10. Bid phase services.
11. Develop record drawings.
12. Any other items not identified in the basic services.

### **Attachment C - Work Schedule**

Expected Notice to Proceed from Williamson County near February 12, 2024.

Milestone	Duration	Date Due
Notice to Proceed		February 12, 2024
50% Submittal	9 weeks	April 19, 2024
50% Review Comments returned	2 weeks	May 3, 2024
90% Submittal	4 weeks	May 31, 2024
90% Review Comments returned	1 week	June 7, 2024
100% (Final) Submittal	3 weeks	June 28, 2024

### **Attachment D - Fee Schedule**

The following tasks will be invoiced at the hourly rate for the personnel performing the tasks.  
The total amount for each task will not be exceeded without approval from the county.

Task 1 – Project Management	\$8,205.00
Task 8 – Final Engineering	\$63,275.00
Task 10 – Construction Phase	\$4,880.00
<hr/>	
Total	\$76,360.00

Work Authorization #2

Project: CR 237 from Ronald Reagan Blvd to CR 216, approximately 9,000'

Project Name: CR 237 Roadway Widening Engineering Services	Total Task Hours	Total Task Cost	Project Principal	Project Manager	Project Engineer	Senior CAD Technician	Engineer - In - Training	Admin/ Clerical
			\$ 260.00	\$ 210.00	\$ 165.00	\$ 130.00	\$ 130.00	\$ 100.00
<b>Project Management and Setup</b>								
Project Management	22	\$ 4,540.00	5	14				3
Coordination with other Consultants	6	\$ 1,020.00		3			3	
Monthly Progress Meetings (3 meetings), Agenda & Meeting Minutes Preparation	13	\$ 2,645.00	1	9	3			
<b>Subtotal</b>	41	\$ 8,205.00	6	26	3	0	3	3
<b>Roadway Design</b>								
Field work (limits, striping, driveway, etc. identification)	13	\$ 2,150.00		4	4		5	
Prepare Schematics	132	\$ 18,120.00		12		84	36	
Prepare Quantity Summary & OPCC	9	\$ 1,410.00		3		3	3	
Quality Control/Quality Assurance	8	\$ 1,880.00	4	4				
Mileage (\$0.655/mile) & Plan Production/Printing/Courier Services		\$ 350.00						
<b>Subtotal</b>	162	\$ 23,910.00	4	23	4	87	44	0
<b>Hydrologic &amp; Hydraulic Analysis, and Construction Documents (Drainage Sheets)</b>								
Data Collection (Hydrologic Analysis)	6	\$ 850.00			2		4	
Rational Method (Hydrologic Analysis)	7	\$ 980.00			2		5	
Data Collection (Hydraulic Analysis)	8	\$ 1,180.00			4		4	
Rational Method (Hydraulic Analysis)	50	\$ 6,850.00			10		40	
Parallel Ditch Analysis (Hydraulic Analysis)	8	\$ 1,145.00			3		5	
Drainage Area Map (1 sheet)	25	\$ 3,355.00			3		22	
Hydrologic Calculation (1 sheet)	20	\$ 2,670.00			2		18	
Culvert Hydraulic Calculations (1 sheet)	32	\$ 4,230.00			2		30	
Culvert Plan & Profile Sheets (1 sheet)	105	\$ 14,175.00			15		90	
Ditch Calculations (1 sheet)	20	\$ 2,670.00			2		18	
QC Review	6	\$ 1,260.00		6				
<b>Subtotal</b>	287	\$ 39,365.00	0	6	45	0	236	0
<b>Limited Construction Phase Services</b>								
Respond to Contractors RFIs (Estimate 4 RFIs)	28	\$ 4,880.00		12	8		8	
<b>Subtotal</b>	28	\$ 4,880.00	0	12	8	0	8	0
<b>Total Fee</b>		<b>\$ 76,360.00</b>						



**Commissioners Court - Regular Session****29.****Meeting Date:** 02/06/2024

LAN 21RFSQ14 WA3 Limmer Loop

**Submitted For:** Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$80,410.00 to expire December 31, 2024 under Williamson County Contract for Engineering Services between Lockwood, Andrews and Newnam, Inc. (LAN) and Williamson County dated June 2, 2022 for Intersection Improvements at Limmer Loop and CR 110. Adding dedicated right turn lanes from Limmer Loop to CR 110 (Westbound to Northbound), and from North Red Bud Ln to CR 110 (Eastbound to Southbound). Funding source: 01.0200.0210.004100.

**Background**

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Missing Custom Expenditures Program, please contact Destiny Software

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments**LAN 21RFSQ14 WA3 Limmer Loop

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**Form Review****Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 01/30/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

01/29/2024 10:46 AM

01/30/2024 02:06 PM

Started On: 01/25/2024 03:24 PM

**WORK AUTHORIZATION NO. 3**

**PROJECT: Engineering Services for Intersection Improvements at Limmer Loop and CR 110. Adding Dedicated Right Turn Lanes from Limmer Loop to CR 110 (Westbound to Northbound), and from North Red Bud Ln to CR 110 (Eastbound to Southbound).**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated June 2, 2022 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LAN (the "Engineer").

Part 1. 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 \$80,410.00.

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 December 31, 2024. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ENGINEER:

Lockwood, Andrews and Newnam, Inc.

By: Travis Michel  
Signature

Travis Michel, P.E.  
Printed Name

Sr. Associate  
Title

COUNTY:

Williamson County, Texas

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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**

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Existing LIDAR contours and apparent ROW (Wilco's GIS Department)
- Aerial background (photography) files
- Geotechnical investigations and pavement design
- Full topographical survey in .dgn format compatible with OpenRoads.
- Available recent bid tabs for development of the OPCC
- Right of Entry acquisition for adjacent properties if required
- The County will pay for any permit and license fees if required
- Construction oversight, administration, and management

## **Attachment B - Services to be Provided by Engineer**

### Project Locations:

- 1. Limmer Loop and CR 110. Adding Dedicated Right Turn Lanes from Limmer Loop to CR 110 (Westbound to Northbound), and from North Red Bud Ln to CR 110 (Eastbound to Southbound).**

#### Task 1: Project Management

Attend progress review meetings with Road & Bridge Division. Prepare monthly progress reports and invoices. Maintain project schedule and perform QA/QC. Coordinate with other consultants.

#### Task 2: LIDAR Contours and Apparent R.O.W.

Full topographical survey to be provided by County's survey consultant.

#### Task 3: Preliminary Engineering

N/A

#### Task 4: Geotechnical Investigations and Pavement Design

To be provided by the County.

#### Task 5: Environmental Studies

N/A

#### Task 6: Utility Coordination

To be performed by County's consultant.

#### Task 7: FEMA Coordination

N/A

#### Task 8: Final Engineering

##### 8.1. Roadway Design:

8.1.1. Preliminary field work which includes identifying the boundaries of the project, assessing the slopes and conditions of ditches, and determining if there's a need to relocate roadway signs, among other tasks.

8.1.2. Roadway design and develop full PS&E for bid and construction purposes using TxDOT requirements. The plan set will encompass the following sheets:

- I. Title sheet (1 sheet),
- II. Project Layout (1 Sheet),
- III. Survey Control Sheet (To be provided by others)
- IV. Quantity Summary (1 sheet),
- V. Existing and proposed cross sections (1 sheet),
- VI. General Notes (1 Sheet),
- VII. Traffic control Plan (8 sheets)

- VIII. Removal sheets (3 sheets),
- IX. Plan and profile (3 sheets),
- X. Signing and Pavement Marking (3 sheets),
- XI. Cross Section Sheets at 50 ft intervals (2 sheets),
- XII. Relevant TxDOT standard details.

8.1.3. Develop the Opinion of Probable Construction Cost (OPCC).

## 8.2. Hydrologic & Hydraulic Analysis, and Construction Documents (Drainage Sheets)

8.2.1. Hydrologic Analysis: The contributing drainage basin to Limmer Loop and N Red Bed Lane Intersection will be delineated utilizing LiDAR, survey information, and GIS analysis. Small basins (less than 200 acre) will be analyzed using the rational method, while large basins will be analyzed using HEC-HMS.

8.2.2. Hydraulic Analysis: The proposed design includes the improvements of the existing ditch to accommodate roadway widening. The location of existing ditches will be collected through desktop analysis. Spreadsheet ditch calculations will be provided to analyze the existing parallel ditches on NE side of Limmer Loop and N Red Bed Lane Intersection. The goal of the drainage improvement is to achieve a 10-year capacity for parallel drainage ditches.

8.2.3. Design Plans: It is anticipated the following drawings will be included in Drainage sheets:

- I. Drainage Area Map (1 sheet)
- II. Hydrologic Calculations (1 sheet)
- IV. Parallel Ditches Plan Sheets (1 sheet)
- V. Ditch Calculations (1 sheet)

Task 9: Bidding Phase Services

N/A

Task 10: Construction Phase

N/A

### **Deliverables:**

50% Submittal:

- Scroll plot of drainage areas and runoff calculations
- 11"x17" plan sheets excluding the SW3P and Signing/Pavement Marking
- Estimates and quantities

90% Submittal:

- Scroll plot of drainage areas and runoff calculations
- 11"x17" plan sheets
- Technical Specifications
- Estimates and quantities

**100% (Final) Submittal:**

- Signed and sealed plan set
- Final OPCC

**Exclusions:**

The following items are excluded from LAN's scope of work but may be included as a Supplemental Service should the County request them:

1. Subconsultant services, including but not limited to: Surveying, Geotechnical Engineering, Pavement design, Environmental Consulting, Subsurface Utility Engineering (SUE), Traffic study, etc.
2. Utility coordination or relocations design.
3. Utility design to address water or wastewater conflicts with the proposed drainage improvements is not included in this scope.
4. ROW/Easement identification as all improvements shall be within the existing ROW.
5. Driveway culverts will not be analyzed in this scope. Driveway culverts will be relocated as needed to accommodate the roadway widening and will match existing condition or better.
6. Public involvement.
7. Permitting services.
8. Bid Phase services.
9. construction Phase services.
10. Develop record drawings.
11. Any other items not identified in the basic services.



### **Attachment C - Work Schedule**

Expected Notice to Proceed from Williamson County near February 12, 2024.

Milestone	Duration	Date Due
Notice to Proceed		February 12, 2024
50% Submittal	12 weeks	May 6, 2024
50% Review Comments returned	2 weeks	June 3, 2024
90% Submittal	4 weeks	July 1, 2024
90% Review Comments returned	2 weeks	August 12, 2024
100% (Final) Submittal	2 weeks	August 26, 2024

### **Attachment D - Fee Schedule**

The following tasks will be invoiced at the hourly rate for the personnel performing the tasks.  
The total amount for each task will not be exceeded without approval from the county.

Task 1 – Project Management	\$9,130.00
Task 8 – Final Engineering	\$71,280.00
<hr/>	
Total	\$80,410.00

### Work Authorization #3

Project: Intersection Improvements at Limmer Loop and CR 110. Adding Dedicated Right Turn Lanes from Limmer Loop to CR 100 (Westbound to Northbound) and from North Red Bud Ln to CR 100 (Eastbound to Southbound)

Project Name: Intersection Improvements at Limmer Loop and North Red Bud Ln Engineering Services	Total Task Hours	Total Task Cost	Project Principal	Project Manager	Project Engineer	Senior CAD Technician	Engineer - In - Training	Admin/ Clerical
			\$ 260.00	\$ 210.00	\$ 165.00	\$ 130.00	\$ 130.00	\$ 100.00
<b>Project Management and Setup</b>								
Project Management	24	\$ 4,160.00	0	16				8
Coordination with other Consultants	10	\$ 1,620.00		4			6	
Monthly Progress Meetings (6 meetings), Agenda & Meeting Minutes Preparation	17	\$ 3,350.00	1	10	6			
<b>Subtotal</b>	51	\$ 9,130.00	1	30	6	0	6	8
<b>Roadway Design</b>								
Field work (limits, striping, driveway, etc. identification)	10	\$ 1,600.00		2	4		4	
Prepare Plan Set (Full PS&E) (24 sheets + Survey Control Sheets + TxDOT Standards)	376	\$ 52,980.00		32	44	180	120	
Prepare Quantity Summary & OPCC	10	\$ 1,460.00		2		4	4	
Quality Control/Quality Assurance	14	\$ 3,240.00	6	8				
Mileage (\$0.655/mile) & Plan Production/Printing/Courier Services		\$ 200.00						
<b>Subtotal</b>	410	\$ 59,480.00	6	44	48	184	128	0
<b>Hydrologic &amp; Hydraulic Analysis, and Construction Documents (Drainage Sheets)</b>								
Data Collection (Hydrologic Analysis)	6	\$ 850.00			2		4	
Rational Method (Hydrologic Analysis)	6	\$ 850.00			2		4	
Parallel Ditch analysis (Hydraulic Analysis)	6	\$ 850.00			2		4	
Drainage Area Map (1 sheet)	15	\$ 2,055.00			3		12	
Hydrologic Calculation (1 sheet)	14	\$ 1,890.00			2		12	
Parallel Dith Plan sheet (1 sheet)	19	\$ 2,575.00			3		16	
Ditch Calculations (1 sheet)	14	\$ 1,890.00			2		12	
QC Review	4	\$ 840.00		4				
<b>Subtotal</b>	84	\$ 11,800.00	0	4	16	0	64	0
<b>Total Fee</b>		<b>\$ 80,410.00</b>						

**Commissioners Court - Regular Session****30.****Meeting Date:** 02/06/2024

Unlimited Tax Road Bonds Series 2024 Delegation Order

**Submitted For:** Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Consideration and action with Respect to "Order Authorizing the Issuance of Williamson County, Texas Unlimited Tax Road Bonds in One or More Series in an Aggregate Principal Amount Not to Exceed \$160,0000,000; Levying an Ad Valorem Tax in Support of the Bonds; Approving Paying Agent/Registrar Agreements, Official Statements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Bonds; and Authorizing Other Matters Relating to the Bonds."

**Background**

Dan Wegmiller, Financial Advisor, of Specialized Public Finance and Carol Pumbo, Bond Counsel, of McCall, Parkhurst & Horton will be available in Commissioners Court to answer any questions.

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**Fiscal Impact**

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

Unlimited Tax Road Bonds Series 2024 Order

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 08:38 AM

Started On: 01/31/2024 07:35 PM

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS  
UNLIMITED TAX ROAD BONDS IN ONE OR MORE SERIES; LEVYING AN AD  
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING PAYING  
AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE  
AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND  
DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING  
OTHER MATTERS RELATING TO THE BONDS**

**Adopted February 6, 2024**

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**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS  
UNLIMITED TAX ROAD BONDS IN ONE OR MORE SERIES; LEVYING AN AD  
VALOREM TAX IN SUPPORT OF THE BONDS; APPROVING PAYING  
AGENT/REGISTRAR AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE  
AGREEMENTS; ESTABLISHING THE PROCEDURES FOR SELLING AND  
DELIVERING ONE OR MORE SERIES OF THE BONDS; AND AUTHORIZING  
OTHER MATTERS RELATING TO THE BONDS**

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THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**WHEREAS**, on the 8<sup>th</sup> day of August, 2023, in accordance with Chapter 1251, Texas Government Code, as amended, the Texas Election Code, as amended, and other general laws, the Commissioners Court of Williamson County, Texas (the "County") adopted an "Order Calling a Bond Election for November 7, 2023; Designating Voter Centers; Providing for Early Voting and Election Date Voting; Providing for Performance of Required Administrative Duties; Providing for Conducting the Election; and Providing for Other Matters Related to Such Election" to submit to the voters of the County two different propositions to authorize the bonds hereinafter stated; and

**WHEREAS**, the voters of the County authorized the Commissioners Court of the County to issue the bonds set forth in Proposition A which aggregates \$825,000,000 in principal amount for road projects; and

**WHEREAS**, the Commissioners Court has determined it is in the best interest of the County to issue one or more series of bonds from the authorized but unissued Proposition A bond authorization; and

**NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:**

**Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS.** The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bond or bonds of the County are hereby authorized pursuant to Article III, Section 52 of the Texas Constitution and Chapters 1251, 1371 and 1471, Texas Government Code, to be issued and delivered in the aggregate principal amount not to exceed \$160,000,000 for the purpose of funding road projects as set forth in Proposition A and paying certain costs of issuance on the Bonds.

**Section 2. DEFINITIONS.** When used in this Bond Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:



"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to the Pricing Certificate, if necessary, that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bonds" means and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered pursuant to this Bond Order and the Pricing Certificate for the Bonds and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Order" or "Order" means this order of the Commissioners Court authorizing the issuance of one or more Series of Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are

unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Bond(s)" means the Bond(s) authorized, issued, and initially delivered as provided in Section 3 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in the Pricing Certificate.

"Issuance Date" means the date of delivery of a Series of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" when used with reference to Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered except; (a) any Bond canceled by or on behalf of the County at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Bond Order.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" means the Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of one or more series of the Bonds.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute the Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute the Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date, those dates set forth in the Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order and the Pricing Certificate.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means BOKF, NA, or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the County to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 9 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"Series" means any designated series of Bonds issued pursuant to this Bond Order.

"SEC" means the United States Securities and Exchange Commission.

"Tax-Exempt Bonds" means each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"Taxable Series" means each Series of Bonds bearing interest at a taxable rate.

"Tax-Exempt Series" means each Series of Tax-Exempt Bonds.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for the Bonds issued pursuant to this Bond Order and the other co-managers for the Bonds as the Pricing Officer deems appropriate.

**Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION TO PRICING OFFICER.** (a) Each bond issued pursuant to this Bond Order shall be designated: **"WILLIAMSON COUNTY, TEXAS UNLIMITED TAX ROAD BOND"** and initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Bonds, without interest coupons, which may be in the form of Current Interest

Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than August 15, 2049, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to Section 3(b) below. The Pricing Certificate is hereby incorporated in and made a part of this Bond Order. The title of each of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3(b) below. The authority for the Pricing Officer to execute and deliver a Pricing Certificate shall expire at 5:00 p.m. C.D.T on February 6, 2025. Bonds priced on or before February 6, 2025 may be delivered to the Underwriters or purchasers, as applicable, after such date.

(b) As authorized by Section 1371.053, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering one or more Series of the Bonds, determining if a Series of Bonds is a Tax-Exempt Series or a Taxable Series and carrying out the other procedures specified in this Bond Order, including determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for a Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) the net effective interest rate of the Bonds, or yield in the case of Premium Compound Interest Bonds, shall not be greater than the maximum rate allowed by law. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds.

(c) To achieve advantageous borrowing costs for the County, the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Bonds by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on the Bonds.

If the Pricing Officer determines that the Bonds should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner

as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Bonds should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriter for the Bonds and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the County. The Pricing Officer, acting for and on behalf of the County, is authorized to enter into and carry out a Bond Purchase Contract or other agreement for the Bonds to be sold by negotiated sale or placement, with the Underwriters or placement purchasers respectively, at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above. Each Bond Purchase Contract or other agreement shall be substantially in the form and substance previously approved by the County in connection with the previously issued ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

(d) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Bond Order to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

**Section 4. CHARACTERISTICS OF THE BONDS.** (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer and exchange of the Bonds (the "Register"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations and conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Register the address of the Registered Owner of each Bond to

which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Bond Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Bond Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for exchange. No additional orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Bond Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Bond Order and the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Bond Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the

principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Bond Order. The Initial Bond(s) are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in exchange for any Initial Bond or Bonds issued under this Bond Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Bond Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Bond Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Bond Order, and a certified copy of this Bond Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and except as provided in Section 4(f) below, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede

& Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Bond Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Bond Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Bond Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Bond Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Bond Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Bond Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the County to DTC.

(h) Initial Bond(s). The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond in the denomination of the applicable principal amount and the Initial Bond shall be registered in the name of the Underwriter. The Initial Bond shall be the



Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters or initial purchaser, as applicable. Immediately after the delivery of the Initial Bond(s), the Paying Agent/Registrar shall cancel the Initial Bond(s) delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f) herein, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Bonds.

**Section 5. FORM OF BOND.** The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Bond Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Bond Order and the Pricing Certificate.

#### FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS

NO. R-	<b>UNITED STATES OF AMERICA</b> <b>STATE OF TEXAS</b> <b>WILLIAMSON COUNTY</b>	<b>PRINCIPAL</b> <b>AMOUNT</b> <b>\$ _____</b>
	<b>WILLIAMSON COUNTY, TEXAS</b> <b>UNLIMITED TAX ROAD BONDS,</b> <b>SERIES _____*</b>	

<b><u>INTEREST RATE</u></b>	<b><u>DATE OF BOND</u></b>	<b><u>MATURITY DATE</u></b>	<b><u>CUSIP NO.</u></b>
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**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:** **DOLLARS**

**ON THE MATURITY DATE** specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from \_\_\_\_\_\*, on \_\_\_\_\_\* and semiannually thereafter on each \_\_\_\_\_\* and \_\_\_\_\_\*

\*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

\_\_\_\_\_ \* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

**THE PRINCIPAL OF AND INTEREST ON** this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at BOKF, NA, (the "Paying Agent/Registrar") at their office in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

**DURING ANY PERIOD** in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

**ANY ACCRUED INTEREST** due at maturity as provided herein or upon the redemption of this Bond prior to maturity shall be paid to the Registered Owner upon

presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

**FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BONDS**

<b>NO. R-</b>	<b>UNITED STATES OF AMERICA</b> <b>STATE OF TEXAS</b> <b>WILLIAMSON COUNTY</b>	<b>MATURITY</b> <b>AMOUNT</b> <b>\$ _____</b>
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**WILLIAMSON COUNTY, TEXAS**  
**UNLIMITED TAX ROAD BONDS,**  
**SERIES \_\_\_\_\_\***

<b><u>INTEREST RATE</u></b>	<b><u>ISSUANCE DATE</u></b>	<b><u>DATE OF BONDS</u></b>	<b><u>MATURITY DATE</u></b>
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**REGISTERED OWNER:**

**MATURITY AMOUNT:**

**DOLLARS**

**ON THE MATURITY DATE** specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360-day year comprised of twelve 30-day months, compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* of each year commencing \_\_\_\_\_, 20\_\_\_\_\*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* at the yield shown on such table.

**THE MATURITY AMOUNT** of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of BOKF, NA, which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely

\_\_\_\_\_  
\*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

from, funds of the County required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

### **[FORM OF REMAINDER OF EACH BOND]**

**IF THE DATE** for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**THIS BOND** is one of a series of Bonds dated \_\_\_\_\_\*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_\*  
**[CONSTITUTING \$\_\_\_\_\_ CURRENT INTEREST BONDS AND \$\_\_\_\_\_ PREMIUM COMPOUND INTEREST BONDS]\*\* FOR THE PURPOSE OF FUNDING ROAD PROJECTS AS SET FORTH IN PROPOSITION A AS PROVIDED IN THE PREAMBLE TO THIS ORDER AND PAYING CERTAIN COSTS OF ISSUANCE OF THE BONDS.**

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

**ON** \_\_\_\_\_, or on any date thereafter, the Bonds maturing on and after \_\_\_\_\_ may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, or the Sinking Fund Installments in the case of the Term Bonds, defined below, to be redeemed shall be selected and designated by the County and if less than all of a maturity or sinking fund installment is to be redeemed, the Paying Agent/Registrar shall determine by lot or other random

\*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

\*\*To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate.

customary method the Bonds, or portions thereof within such maturity or sinking fund installment to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000).

[THE BONDS MATURING ON \_\_\_\_\_\* are subject to mandatory sinking fund redemption prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Term Bonds Maturing _____, 20__ <sup>H</sup>	
Redemption Date	Principal Amount
_____, 20__	\$
_____, 20__	

<sup>H</sup>Final Maturity

**THE PRINCIPAL AMOUNT** of the Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]\*\*

**NO LESS THAN 30** calendar days prior to the date fixed for any optional redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not

\*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

\*\*To be included only if certain maturities of Bonds are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

**WITH RESPECT TO** any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

**ALL BONDS OF THIS SERIES** are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be

required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

**WHENEVER** the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

**IN THE EVENT** any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

**IT IS HEREBY** certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment.

**BY BECOMING** the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

**IN WITNESS WHEREOF**, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

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County Clerk

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County Judge

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County Treasurer

[COUNTY SEAL]

**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

**PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE**

(To be executed if this Bond is not accompanied by an  
executed Registration Certificate of the Comptroller  
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

**BOKF, NA**  
Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative

**FORM OF ASSIGNMENT**

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

\_\_\_\_\_  
Please insert Social Security or Taxpayer Identification Number of Transferee

\_\_\_\_\_

\_\_\_\_\_  
Please print or typewrite name and address, including zip code, of Transferee

\_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.



Dated: \_\_\_\_\_  
Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF  
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

**COMPTROLLER'S REGISTRATION CERTIFICATE:    REGISTER NO.**

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

[COMPTROLLER'S SEAL]

**INSERTIONS FOR THE INITIAL CURRENT INTEREST BOND**

The Initial Bond for a Current Interest Bond shall be in the form set forth in this Section, except that;

A. immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

**"ON THE MATURITY DATE SPECIFIED BELOW**, Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Maturity Date (_____*)	Principal Amount	Interest Rate
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(Information from Pricing Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_\* at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_\* and semiannually on each \_\_\_\_\_\* and \_\_\_\_\_\* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond for a Current Interest Bond shall be numbered "T-1" and the Initial Bond for a Premium Compound Interest Bond shall be numbered "TPC-1."

**Section 6. TAX LEVY.** A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the Commissioners Court of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures; and the tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment. Any accrued interest shall be deposited in the Interest and Sinking Fund.

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\*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Pricing Certificate shall be used in the executed Bonds.

**Section 7. DISPOSITION OF PROCEEDS.** Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Pricing Officer as follows:

(i) any underwriting discount or fees for the Bonds may be retained by and/or wired directly to such parties;

(ii) any accrued interest shall be deposited into the Interest and Sinking Fund; and

(iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the cost of the projects authorized in Section 1 of this Bond Order.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of and interest on the Current Interest Bonds and Maturity Amounts in the case of Premium Compound Interest Bonds.

Accrued Interest and Premium. Any accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund. Any premium on the Bonds shall be deposited as provided in the Pricing Certificate.

Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Investment of Funds. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Bond Order may be invested as permitted by the Public Funds Investment Act, as amended.

Security for Funds. All funds created by this Bond Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

Maintenance of Funds. Any funds created pursuant to this Bond Order, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Appropriation of Available Funds. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Bonds prior to receipt of applicable tax receipts.

**Section 8. DEFEASANCE OF BONDS.** (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Bond Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or commercial bank or trust company for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Bond Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Bond Order. Any money so deposited with the Paying Agent/Registrar or commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Bond Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Bond Order.

(d) Notwithstanding anything elsewhere in this Bond Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Bond Order authorizing its issuance, the County may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

**Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.** (a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation of the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Bond Order equally and proportionately with any and all other Bonds duly issued under this Bond Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section 9 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Bond Order for Bonds issued in conversion and exchange for other Bonds.

**Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.** The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Bonds issued and delivered under this Bond Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

**Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON TAX-EXEMPT BONDS.** (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of

the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Bonds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Bond Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Tax-Exempt Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Tax-Exempt Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding Tax-Exempt Bonds, transferred proceeds (if any) and proceeds of the refunded Tax-Exempt Bonds expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the County Auditor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds. This Bond Order is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.



(d) Disposition of Project. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Allocation Of, and Limitation On, Expenditures for Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Bond Order on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the purposes for which the Tax-Exempt Bonds are issued have been accomplished. The foregoing notwithstanding, the County shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Tax-Exempt Bonds, or (ii) the date the Bonds are retired, unless the County obtains an opinion of nationally recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

**Section 12. TAXABLE BONDS.** (a) To the extent required by the Code and the regulations, it shall be the duty of the Paying Agent/Registrar to report to the Owners of the Taxable Bonds and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Taxable Bonds and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Taxable Bonds required to be included in the gross income of the owners thereof for federal income tax purposes.

(b) It is the intention of the Commissioners Court that the Taxable Bonds not be obligations described in section 103 of the Internal Revenue Code of 1986 interest on which is excludable from the gross income of the holders and in that regard the Commissioners Court agrees not to file a form 8038-G, or any comparable information return relating to tax-exempt obligations, with the Internal Revenue Service.

**Section 13. REMEDIES IN EVENT OF DEFAULT.** In addition to all of the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or defaults in the observance or performance of any other of the contracts, covenants, conditions or obligations set forth in this Bond Order or in the Bonds, the following remedies shall be available:

- (a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the County and officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Bond Order; and
- (b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 14. INTEREST EARNINGS ON BOND PROCEEDS.** Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds for the purpose for which the Bonds are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage Bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

**Section 15. APPROVAL OF OFFICIAL STATEMENT AND PAYING AGENT/REGISTRAR AGREEMENT.** The Pricing Officer is hereby authorized to approve and deem final the Preliminary Official Statement, the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Bonds, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

One or more Paying Agent/Registrar Agreements by and between the County and BOKF, NA, ("Paying Agent Agreement") in substantially the form and substance previously approved by the County is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

**Section 16. CONTINUING DISCLOSURE UNDERTAKING.** (a) Definition. As used in this Section, the following term has the meaning ascribed to such term below:

*"Financial Obligation"* means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(b) Annual Reports. The County shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the County ending in or after 2024, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 14 of this Bond Order, being information of the

type described in the Pricing Certificate, including financial statements of the County if audited financial statements of the County are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and in substantially the form included in the official statement, and (ii) audited, if the County commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the County shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) Event Notices. The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax-exempt status of the Tax-Exempt Bonds, or other material events affecting the tax-exempt status of the Tax-Exempt Bonds
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;

11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the County;
13. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or government authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of

the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 of this Bond Order that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Bond Order for purposes of any other provision of this Bond Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Bond Order that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended

financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

**Section 17. AMENDMENT OF BOND ORDER.** The County hereby reserves the right to amend this Bond Order subject to the following terms and conditions, to-wit:

(a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Bond Order in order to (i) cure any ambiguity, defect or omission in this Bond Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Bond Order and that shall not materially adversely affect the interests of the holders, (iv) qualify this Bond Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Bond Order as shall not be inconsistent with the provisions of this Bond Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then Outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then Outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Bond Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the Outstanding Bonds;

- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on Outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the County shall desire to amend this Bond Order under this Section, the County shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the County for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then Outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory order pursuant to the provisions of this Section, this Bond Order shall be deemed to be modified and amended in accordance with such amendatory order, and the respective rights, duties, and obligations of the County and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then Outstanding have, prior to the attempted revocation, consented to and approved the amendment.

**Section 18. NO RECOURSE AGAINST COUNTY OFFICIALS.** No recourse shall be had for the payment of principal of or interest on the Bonds or for any claim based thereon or on this Bond Order against any official of the County or any person executing any Bonds.

**Section 19. FURTHER ACTIONS.** The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform

all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Bond Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, the Escrow Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, the County Clerk, the County Treasurer, the Financial Advisor, the County Attorney, and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Bond Order or to any of the instruments authorized and approved by this Bond Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Bond Order and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**Section 20. NONPRESENTMENT OF BONDS.** If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or if the Maturity Amounts of Premium Compound Interest Bond become due, if moneys sufficient to pay such Bond shall have been deposited with the Paying Agent/Registrar, it shall be the duty of the Paying Agent/Registrar to hold such moneys, without liability to the County, any Owner, or any other person for interest thereon, for the benefit of the Owner of such Bond.

Any moneys so deposited with and held by the Paying Agent/Registrar due to nonpresentment of Bonds must be retained by the Paying Agent/Registrar for a period of at least two years after the final maturity date of the Bonds or advance refunding date, if applicable. Thereafter, to the extent permitted by the unclaimed property laws of the State, such amounts shall be paid by the Paying Agent/Registrar to the County, free from the trusts created by this Bond Order and Owners shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid by the Paying Agent/Registrar.

**Section 21. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS.** Whenever this Bond Order requires any action to be taken on a Saturday, Sunday, or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Bond Order the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

**Section 22. PARTIAL INVALIDITY.** If any one or more of the covenants or agreements or portions thereof provided in this Bond Order on the part of the County should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Bond Order and the invalidity thereof shall in no way affect the validity of the other provisions of this Bond



Order or of the Bonds, but the Owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

**Section 23. BOND INSURANCE.** (a) Purchase of Insurance. In connection with the sale of the Bonds, the County may obtain municipal bond insurance policies from one or more Bond Insurers to guarantee the full and complete payment required to be made by or on behalf of the County on some or all of the Bonds as determined by the Pricing Officer. The Pricing Officer is hereby authorized to sign a commitment letter with a Bond Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to a Bond Insurer and the Pricing Officer, is hereby approved and authorized. The Pricing Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of a Bond Insurer, and any such provisions shall be read and interpreted as an integral part of this Bond Order.

(b) Rights of Bond Insurer(s). As long as a Bond Insurer is not in default on the related bond insurance policy for the Bonds or in bankruptcy, the Bond Insurer shall be deemed to be the sole Owner of such Bonds insured by it for all purposes of this Bond Order.

**Section 24. CREDIT AGREEMENT.** To the extent permitted by law, the County reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the County Auditor that such Credit Agreements are in the best interest of the County given the market conditions at the time.

**Section 25. INTERPRETATIONS.** All terms defined herein and all pronouns used in this Bond Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Bond Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Bond Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

**Section 26. INCONSISTENT PROVISIONS.** All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Bond Order are hereby repealed to the extent of such conflict and the provisions of this Bond Order shall be and remain controlling as to the matters contained herein.

**Section 27. INTERESTED PARTIES.** Nothing in this Bond Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Bond Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Order contained by and on behalf of the

County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

**Section 28. SEVERABILITY.** The provisions of this Bond Order are severable; and in case any one or more of the provisions of this Bond Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Bond Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

**Section 29. REPEALER.** All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 30. NO PERSONAL LIABILITY.** No covenant or agreement contained in the Bonds, this Bond Order or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the Commissioners Court, directors, members, officers, agents, employees or representatives of the County nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed in relation to the issuance of the Bonds, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

**Section 31. PAYMENT OF ATTORNEY GENERAL FEE.** The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, per Series provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

## **EXHIBIT A**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

#### **Accounting Principles**

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

**Commissioners Court - Regular Session****31.****Meeting Date:** 02/06/2024

Limited Tax Note Delegation Order 2024

**Submitted For:** Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Consideration and action with Respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Notes in One or More Series in an Aggregate Principal Amount Not to Exceed \$167,000,000; Levying an Ad Valorem Tax in Support of the Notes; Approving Paying Agent/Registrar Agreements, Official Statements and Purchase Agreements; Establishing the Procedures for Selling and Delivering One or More Series of the Notes; and Authorizing Other Matters Relating to the Notes."

**Background**

Dan Wegmiller, Financial Advisor, of Specialized Public Finance and Carol Polumbo, Bond Counsel, of McCall, Parkhurst & Horton will be available in Commissioners Court to answer any questions.

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**Fiscal Impact**

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

Limited Tax Note Delegation Order 2024

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 08:38 AM

Started On: 01/31/2024 07:42 PM

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS  
LIMITED TAX NOTES IN ONE OR MORE SERIES; LEVYING AN AD VALOREM  
TAX IN SUPPORT OF THE NOTES; APPROVING PAYING AGENT/REGISTRAR  
AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE AGREEMENTS;  
ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR  
MORE SERIES OF THE NOTES; AND AUTHORIZING OTHER MATTERS  
RELATING TO THE NOTES**

**Adopted February 6, 2024**

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS  
LIMITED TAX NOTES IN ONE OR MORE SERIES; LEVYING AN AD VALOREM  
TAX IN SUPPORT OF THE NOTES; APPROVING PAYING AGENT/REGISTRAR  
AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE AGREEMENTS;  
ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR  
MORE SERIES OF THE NOTES; AND AUTHORIZING OTHER MATTERS  
RELATING TO THE NOTES**

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Exhibit A - Description of Annual Financial Information

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS  
LIMITED TAX NOTES IN ONE OR MORE SERIES; LEVYING AN AD VALOREM  
TAX IN SUPPORT OF THE NOTES; APPROVING PAYING AGENT/REGISTRAR  
AGREEMENTS, OFFICIAL STATEMENTS AND PURCHASE AGREEMENTS;  
ESTABLISHING THE PROCEDURES FOR SELLING AND DELIVERING ONE OR  
MORE SERIES OF THE NOTES; AND AUTHORIZING OTHER MATTERS  
RELATING TO THE NOTES**

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**THE STATE OF TEXAS**                   '

,

**COUNTY OF WILLIAMSON**           '

**WHEREAS**, the Commissioners Court of Williamson County, Texas (the "County") based on the recommendation of the County Auditor, deems it advisable and in the best interest of the County that the Notes, defined below, be issued; and

**WHEREAS**, the Notes hereinafter authorized and designated are to be issued and delivered pursuant to Chapters 1371 and 1431, Texas Government Code, as amended; and

**WHEREAS**, the County has no present intention to refund the Notes; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Order was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

**BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:**

**Section 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTES.** Recitals and Purpose. The recitals set forth in the preamble hereof are incorporated by reference herein and shall have the same force and effect as if set forth in this Section. The Notes of the County are hereby authorized to be issued and delivered in one or more series the aggregate principal amount not to exceed \$167,000,000 (the "Notes") for the purpose of: (1) constructing, reconstructing and expanding roads and purchasing rights-of-way for road projects, and (2) paying professional services including tax appraisal engineer, engineer, architect, attorney, mapmaker, auditor, financial adviser or fiscal agent and services in connection with issuing the Notes.

**Section 2. DEFINITIONS.** When used in this Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Accreted Value" means, with respect to a Premium Compound Interest Note, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing

Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the Notes that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to the Pricing Certificate, if necessary, that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Notes and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Notes and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Notes.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Note, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Notes as set forth in the Accretion Table attached to the Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Notes" means the Notes paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Notes are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding notes or otherwise provide for the funding of an escrow to effect the defeasance of the Notes, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Notes.



"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America.

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Note(s)" means the Note(s) authorized, issued, and initially delivered as provided in Section 3 of this Order.

"Interest Payment Date" means a date on which interest on the Notes is due and payable as set forth in the Pricing Certificate.

"Issuance Date" means the date of delivery of a Series of the Notes.

"MSRB" means the Municipal Securities Rulemaking Board.

"Notes" means the Notes initially issued and delivered for each Series pursuant to this Order and the Pricing Certificate for the Notes and all substitute Notes exchanged therefor, as well as all other substitute notes and replacement notes issued pursuant hereto, and the term "Note" shall mean any of the Notes.

"Order" means this order of the Commissioners Court authorizing the issuance of one or more Series of the Notes.

"Outstanding" when used with reference to obligations, means, as of a particular date, all obligations theretofore and thereupon delivered except; (a) any obligation canceled by or on behalf of the County at or before said date, (b) any obligation defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and (c) any such obligation in lieu of or in substitution for which another obligation shall have been delivered pursuant to this Order.

"Premium Compound Interest Notes" means the Notes on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" means the Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of one or more series of the Notes.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute the Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute the Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date, those dates set forth in the Pricing Certificate.

"Redemption Date" means a date fixed for redemption of any Note pursuant to the terms of this Order and the Pricing Certificate.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Notes registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Note is registered.

"Registrar" or "Paying Agent/Registrar" means BOKF, NA, or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the County to act as paying agent and registrar for the Notes in accordance with the terms of this Order.

"Replacement Notes" means the Notes authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Notes as provided in Section 9 of this Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Series" means any designated series of Notes issued pursuant to this Order.

"Tax-Exempt Notes" means each Series of Notes bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"Taxable Series" means each Series of Notes bearing interest at a taxable rate.

"Tax-Exempt Series" means each Series of Tax-Exempt Notes.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for each series of the Notes issued pursuant to this Order and the other co-managers for each Series of Notes as the Pricing Officer deems appropriate.

**Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION TO PRICING OFFICER.** (a) Each note issued pursuant to this Order shall be designated: **"WILLIAMSON COUNTY, TEXAS LIMITED TAX NOTE"** and initially there shall be issued, sold, and delivered hereunder one or more Series of fully registered Notes, without interest coupons, numbered consecutively from R-1 upward (except the Initial Note delivered to the Attorney General of the State of Texas which shall be numbered T-1) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Notes or any portion or portions thereof, in Authorized Denominations, with each Series of Notes maturing not later than seven (7) years from the date of each series of the Notes, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Order. The title of

each Series of the Notes shall be designated by the year in which it is awarded pursuant to Section 3(b) below. The authority for the Pricing Officer to execute and deliver a Pricing Certificate for a Series of Notes shall expire at 5:00 p.m. C.S.T. on February 6, 2025. A Series of Notes priced on or before February 6, 2024 may be delivered to the Underwriter or purchasers, as applicable, after such date.

(b) As authorized by Section 1371.053, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering one or more Series of the Notes, determining if a Series of Notes is a Tax-Exempt Series or a Taxable Series and carrying out the other procedures specified in this Order, including determining the date of the Notes, any additional or different designation or title by which the Notes shall be known, the price at which the Notes will be sold, the years in which the Notes will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Notes, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Notes shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, finalizing the definition of Defeasance Securities and all other matters relating to the issuance, sale, and delivery of the Notes, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for a Series of the Notes shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery and (ii) the net effective interest rate of the Notes, or yield in the case of Premium Compound Interest Notes, shall not be greater than the maximum rate allowed by law. In establishing the aggregate principal amount of the Notes, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Notes are authorized and to pay the costs of issuing the Notes.

(c) To achieve advantageous borrowing costs for the County, the Notes shall be sold on a negotiated, placement or competitive basis as determined by the Pricing Officer in the Pricing Certificate. In determining whether to sell the Notes by negotiated, placement or competitive sale, the Pricing Officer shall take into account any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Pricing Officer, might affect the net borrowing costs on a Series of the Notes.

If the Pricing Officer determines that the Notes should be sold at a competitive sale, the Pricing Officer shall cause to be prepared a notice of sale and official statement in such manner as the Pricing Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Notes, to receive such bids, and to award the sale of the Notes to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Pricing Officer determines that the Notes should be sold by a negotiated sale or placement, the Pricing Officer shall designate the placement purchaser or the Underwriter for the Notes and such additional investment banking firms as the Pricing Officer deems appropriate to assure that the Notes are sold on the most advantageous terms to the County. The Pricing Officer, acting for and on behalf of the County, is authorized to enter into and carry out a Purchase Agreement or other agreement for a Series of the Notes to be sold by negotiated sale or placement,

with the Underwriter or placement purchaser respectively, at such price, with and subject to such terms as determined by the Pricing Officer pursuant to Section 3(b) above. Each Purchase Agreement or other agreement shall be substantially in the form and substance previously approved by the County in connection with the previously issued ad valorem tax debt with such changes as are acceptable to the Pricing Officer.

(d) The Current Interest Notes shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF NOTES set forth in this Order to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Notes shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Note at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Notes are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

**Section 4. CHARACTERISTICS OF THE NOTES.** (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at BOKF, NA, (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Notes (the "Registration Books"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Notes shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Note or Notes. Registration of assignments, transfers, conversions and exchanges of Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTE set

forth in this Order. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

Except as provided in Section 4(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel all paid Notes and Notes surrendered for conversion and exchange. No additional orders or resolutions need be passed or adopted by the governing body of the County or any other body or person so as to accomplish the foregoing conversion and exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Notes in the manner prescribed herein and said Notes shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Notes as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the converted and exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Notes which initially were issued and delivered pursuant to this Order, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Notes and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Order. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Notes, and of all conversions and exchanges of Notes, and all replacements of Notes, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owners thereof, (ii) may be converted and exchanged for other Notes, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Notes shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Order. The Notes initially issued and delivered pursuant to this Order are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in conversion of and exchange for any Note or Notes issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE, in the form set forth in the FORM OF NOTE.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Notes that at all times while the Notes are outstanding the County will provide a

competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Notes under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Notes, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Notes issued in exchange for the Notes initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Note for each of the maturities thereof registered in the name of Cede & Co. as nominee of DTC and except as provided in subsection (f) hereof, all of the Outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Notes, including any notice of redemption, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Notes. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Registration Books as the absolute owner of such Note for the purpose of payment of principal, premium, if any, and interest, with respect to such Note, for the purposes of registering transfers with respect to such Notes, and for all other purposes of registering transfers with respect to such Notes, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Notes only to or upon the order of the respective

Registered Owners, as shown in the Registration Books as provided in the Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Note evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to the Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Notes, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Notes shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owner transferring or exchanging Notes shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Note and all notices with respect to such Note shall be made and given, respectively, in the manner provided in the Blanket Letter of Representations of the County to DTC.

(h) Initial Note. The Notes herein authorized shall be initially issued as fully registered Notes, being one Note for each maturity in the denomination of the applicable principal amount and the initial Note shall be registered in the name of the purchaser or the designees thereof. The initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Purchaser. Immediately after the delivery of the initial Note, the Paying Agent/Registrar shall cancel the initial Note delivered hereunder and exchange therefor Notes in the form of a separate single fully registered Note for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f), all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Notes.

**Section 5. FORM OF NOTE.** The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Notes initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order and the Pricing Certificate.

## FORM OF NOTE

### FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST NOTES

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY	PRINCIPAL AMOUNT \$ _____
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WILLIAMSON COUNTY, TEXAS  
LIMITED TAX NOTES,  
SERIES \_\_\_\_\_\*

<u>INTEREST RATE</u>	<u>DATE OF NOTE</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
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**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**DOLLARS**

**ON THE MATURITY DATE** specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from \_\_\_\_\_\*, on \_\_\_\_\_\* and semiannually thereafter on each \_\_\_\_\_\* and \_\_\_\_\_\* to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Note is required to be authenticated and the date of its authentication after any Record Date (hereinafter defined) but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, any payment to the securities

\_\_\_\_\_  
\*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Notes is inconsistent with any provisions in this Form of Note or contains information to complete missing information in this Form of Note, the language in the Pricing Certificate shall be used in the executed Notes.



depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

**THE PRINCIPAL OF AND INTEREST ON** this Note are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity or upon the date fixed for its redemption prior to maturity, at BOKF, NA, (the "Paying Agent/Registrar") at their office in Dallas, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Note (the "Note Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Note appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

**DURING ANY PERIOD** in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, if fewer than all of the Notes of the same maturity and bearing the same interest rate are to be redeemed, the particular Notes of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

**ANY ACCRUED INTEREST** due at maturity as provided herein or upon the redemption of this Note prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Note for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Note that on or before each principal payment date, interest payment date and accrued interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Notes, when due.

#### **FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST NOTES**

<b>NO. R-</b>	<b>UNITED STATES OF AMERICA</b>	<b>MATURITY</b>
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**STATE OF TEXAS  
WILLIAMSON COUNTY**

**AMOUNT**  
**\$ \_\_\_\_\_**

**WILLIAMSON COUNTY, TEXAS  
LIMITED TAX NOTES,  
SERIES \_\_\_\_\_\***

<b><u>INTEREST RATE</u></b>	<b><u>ISSUANCE DATE</u></b>	<b><u>DATE OF NOTE</u></b>	<b><u>MATURITY DATE</u></b>
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**REGISTERED OWNER:**

**MATURITY AMOUNT:**

**DOLLARS**

**ON THE MATURITY DATE** specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360-day year comprised of twelve 30-day months, compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* of each year commencing \_\_\_\_\_, 20\_\_\_\_\*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Note. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on \_\_\_\_\_\* and \_\_\_\_\_\* at the yield shown on such table.

**THE MATURITY AMOUNT** of this Note is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity, at the designated office for payment of BOKF, NA, which is the "Paying Agent/Registrar" for this Note, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the County required by the order authorizing the issuance of the Notes (the "Note Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Note that on or before the Maturity Date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Notes is determined only by a book entry at a securities depository for the Notes, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

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\*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Notes is inconsistent with any provisions in this Form of Note or contains information to complete missing information in this Form of Note, the language in the Pricing Certificate shall be used in the executed Notes.

**[FORM OF REMAINDER OF EACH NOTE]**

**IF THE DATE** for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**THIS NOTE** is one of a series of Notes dated \_\_\_\_\_\*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$\_\_\_\_\_\*  
**[CONSTITUTING \$\_\_\_\_\_ CURRENT INTEREST NOTES AND \$\_\_\_\_\_ PREMIUM COMPOUND INTEREST NOTES]\*\* FOR THE PURPOSE OF FUNDING ROAD PROJECTS AS SET FORTH IN PROPOSITION A AS PROVIDED IN THE PREAMBLE TO THIS ORDER AND PAYING CERTAIN COSTS OF ISSUANCE OF THE NOTES.**

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

**ON** \_\_\_\_\_, or on any date thereafter, the Notes maturing on and after \_\_\_\_\_ may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Notes, or portions thereof, or the Sinking Fund Installments in the case of the Term Notes, defined below, to be redeemed shall be selected and designated by the County and if less than all of a maturity or sinking fund installment is to be redeemed, the Paying Agent/Registrar shall determine by lot or other random customary method the Notes, or portions thereof within such maturity or sinking fund installment to be redeemed (provided that a portion of a Note may be redeemed only in integral multiples of \$5,000).

**[THE NOTES MATURING ON** \_\_\_\_\_\* are subject to mandatory sinking fund redemption prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Term Notes Maturing _____, 20__ <sup>H</sup>	
Redemption Date	Principal Amount
_____, 20__	\$ _____

\*As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Notes is inconsistent with any provisions in this Form of Note or contains information to complete missing information in this Form of Note, the language in the Pricing Certificate shall be used in the executed Notes.

\*\*To be included only if Current Interest Notes and Premium Compound Interest Notes are both issued and completed as determined in the Pricing Certificate.

\_\_\_\_\_, 20\_\_\_\_

<sup>H</sup>Final Maturity

**THE PRINCIPAL AMOUNT** of the Notes required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Notes of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Notes plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]\*\*

**NO LESS THAN** 30 calendar days prior to the date fixed for any optional redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Note to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Notes. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Notes or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Notes or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Notes shall be redeemed a substitute Notes or Notes having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Note Order.

**WITH RESPECT TO** any optional redemption of the Notes, unless certain prerequisites to such redemption required by the Note Order have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a

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\*\*To be included only if certain maturities of Notes are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

**ALL NOTES OF THIS SERIES** are issuable solely as fully registered Notes, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Note Order, this Note, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred and exchanged for a like aggregate principal amount of fully registered Notes, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Note Order. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Note or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Note or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Note.

**WHENEVER** the beneficial ownership of this Note is determined by a book entry at a securities depository for the Notes, the foregoing requirements of holding, delivering or transferring this Note shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

**IN THE EVENT** any Paying Agent/Registrar for the Notes is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Note Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Notes.

**IT IS HEREBY** certified, recited, and covenanted that this Note has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Note have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment.

**BY BECOMING** the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Note Order, agrees to be bound by such terms and provisions, acknowledges that the Note Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Note and the Note Order constitute a contract between each Registered Owner hereof and the County.

**IN WITNESS WHEREOF**, the County has caused this Note to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Note.

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
County Treasurer

[COUNTY SEAL]

**FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE**

**PAYING AGENT/REGISTRAR'S AUTHENTICATION NOTE**

(To be executed if this Note is not accompanied by an  
executed Registration Note of the Comptroller  
of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Order described in the text of this Note; and that this Note has been issued in conversion or replacement of, or in exchange for, a Note, Notes, or a portion of a Note or Notes of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated \_\_\_\_\_

**BOKE, NA**  
Paying Agent/Registrar

By \_\_\_\_\_  
Authorized Representative

**FORM OF ASSIGNMENT**

**ASSIGNMENT**

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
Please insert Social Security or Taxpayer Identification Number of Transferee

\_\_\_\_\_  
(Please print or typewrite name and address, including zip code, of Transferee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

\_\_\_\_\_  
NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF  
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

**COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.**

I hereby certify that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this \_\_\_\_\_.

(COMPTROLLER'S SEAL)

**INSERTIONS FOR THE INITIAL CURRENT INTEREST NOTE**

The initial Note for a Current Interest Note shall be in the form set forth in this Section, except that:

A. immediately under the name of the Current Interest Note, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

**"ON THE MATURITY DATE SPECIFIED ABOVE,** Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Maturity Date</u>	<u>Maturity Amount</u>	<u>Interest Rate</u>
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(Information from the Pricing Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from \_\_\_\_\_\* at the respective Interest Rate per annum specified above. Interest is payable on \_\_\_\_\_\* and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Note is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Note or Notes, if any, for which this Note is being exchanged is due but has not been paid, then this Note shall bear interest from the date to which such interest has been paid in full."

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\* As provided in the Pricing Certificate. To the extent that the Pricing Certificate relating to the Notes is inconsistent with any provisions in this Form of Note or contains information to complete missing information in this Form of Note, the language in the Pricing Certificate shall be used in the executed Notes.



C. The initial Note for a Current Interest Note shall be numbered "T-1" and the Initial Note for a Premium Compound Interest Note shall be numbered "TPC-1."

**Section 6. INTEREST AND SINKING FUND.** A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the County at an official depository bank of the County. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County and shall be used only for paying the interest on and principal of said Notes. All ad valorem taxes levied and collected for and on account of the Notes shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Notes are outstanding and unpaid, the governing body of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Notes as such principal matures (but never less than 2% of the original principal amount of the Notes as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the County, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said County, for each year while any of the Notes are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Notes, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Any accrued interest on the Notes shall be deposited in the Interest and Sinking Fund and used to pay interest on the Notes.

**Section 7. DISPOSITION OF PROCEEDS.** Proceeds from the sale of the Notes shall, promptly upon receipt thereof, be applied by the Pricing Officer as follows:

- (i) any underwriting discount or fees for the Notes may be retained by and/or wired directly to such parties;
- (ii) any accrued interest shall be deposited into the Interest and Sinking Fund; and
- (iii) an amount sufficient to pay the remaining costs of issuance of the Notes and the cost of the projects authorized in Section 1 of this Order.

Any sale proceeds of the Notes remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of and interest on the Current Interest Notes and Maturity Amounts in the case of Premium Compound Interest Notes.

Accrued Interest and Premium. Any accrued interest on the Notes shall be deposited in the Interest and Sinking Fund. Any premium on the Notes shall be deposited as provided in the Pricing Certificate.

Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with the Note proceeds for the purpose for which the Notes are issued

as set forth in Section 1 hereof or to pay principal or interest payments on the Notes; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on note proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Notes from being arbitrage notes shall be so rebated and not considered as interest earnings for the purposes of this Section.

Investment of Funds. The County hereby covenants that the proceeds of the sale of the Notes will be used as soon as practicable for the purposes for which the Notes are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Order may be invested as permitted by the Public Funds Investment Act, as amended.

Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

Maintenance of Funds. Any funds created pursuant to this Order may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Notes and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Notes the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Appropriation of Available Funds. There is hereby appropriated from funds of the County lawfully available for such purpose a sum sufficient to pay the interest and/or principal to become due on the Notes prior to receipt of applicable tax receipts.

**Section 8. DEFEASANCE OF NOTES.** (a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Note, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or a commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and

when proper arrangements have been made by the County with the Paying Agent/Registrar or a commercial bank or trust company for the payment of its services until all Defeased Notes shall have become due and payable or (3) any combination of (1) and (2). At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Note as aforesaid when proper notice of redemption of such Notes shall have been given, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or a commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section which is not required for the payment of such Note and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Notes and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Notes and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Notes shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Notes the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or a commercial bank or trust company pursuant to this Section for the payment of Notes and such Notes shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Note affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Note to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Note for redemption in accordance with the provisions of the Order authorizing its issuance, the County may call such Defeased Note for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Note as though it was being defeased at the time of the exercise of the option to redeem the Defeased Note and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Note.

**Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES.** (a) Replacement Notes. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a

new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Notes. Application for replacement of damaged, mutilated, lost, stolen or destroyed Notes shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation of the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Note, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Notes. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Notes duly issued under this Order.

(e) Authority for Issuing Replacement Notes. In accordance with Subchapter D of Chapter 1201, Texas Government Code, this Section 9 of this Order shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Notes in the form and manner and with the effect, as provided in Section 4(a) of this Order for Notes issued in conversion and exchange for other Notes.

**Section 10. CUSTODY, APPROVAL AND REGISTRATION OF NOTES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.** The County Judge is hereby authorized to have control of the Notes initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Notes pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Notes said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Note attached to such Notes, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Notes issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the

convenience and information of the Registered Owners of the Notes. In addition, if bond insurance is obtained, the Notes may bear an appropriate legend as provided by the insurer.

**Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON TAX-EXEMPT NOTES.** (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Notes as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Notes or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Notes, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Notes or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Tax-Exempt Notes, other than investment property acquired with --

(A) proceeds of the Tax-Exempt Notes invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or

less until such proceeds are needed for the purpose for which the Tax-Exempt Notes are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Notes;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Notes or amounts treated as proceeds of the Tax-Exempt Notes, as may be necessary, so that the Tax-Exempt Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Tax-Exempt Notes or proceeds of any prior Tax-Exempt Notes to pay debt service on another issue more than 90 days after the date of issue of the Tax-Exempt Notes in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Notes) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding Tax-Exempt Notes, transferred proceeds (if any) and proceeds of the refunded Tax-Exempt Notes expended prior to the date of issuance of the Tax-Exempt Notes. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Tax-Exempt Notes, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Notes, the County agrees to comply with the additional requirements to the extent necessary, in the opinion

of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Notes under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the County Auditor to execute any documents, Notes or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Notes.

(d) Disposition of Project. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Allocation Of, and Limitation On, Expenditures for the Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The County recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the County recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Tax-Exempt Notes, or (2) the date the Tax-Exempt Notes are retired. The County agrees to obtain the advice of nationally recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Tax-Exempt Notes. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

**Section 12. TAXABLE NOTES.** (a) To the extent required by the Code and the regulations, it shall be the duty of the Paying Agent/Registrar to report to the Owners of the Taxable Notes and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Taxable Notes and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Taxable Notes required to be included in the gross income of the owners thereof for federal income tax purposes.

(b) It is the intention of the Commissioners Court that the Taxable Notes not be obligations described in section 103 of the Internal Revenue Code of 1986 interest on which is

excludable from the gross income of the holders and in that regard the Commissioners Court agrees not to file a form 8038-G, or any comparable information return relating to tax-exempt obligations, with the Internal Revenue Service.

**Section 13. DEFAULT AND REMEDIES.** (a) Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the County, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Notes, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the County.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the County, or any official, officer or employee of the County in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Notes then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Order.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Order, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the County or the Commissioners Court.



(iv) None of the members of the Commissioners Court, nor any other official or officer, agent, or employee of the County, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Order, or because of any Event of Default or alleged Event of Default under this Order.

**Section 14. INTEREST EARNINGS ON NOTE PROCEEDS.** Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with other Note proceeds for the purpose for which the Notes are issued set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Note proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Notes from being arbitrage Notes shall be so rebated and not considered as interest earnings for the purposes of this Section.

**Section 15. APPROVAL OF OFFICIAL STATEMENT AND PAYING AGENT/REGISTRAR AGREEMENT.** The Pricing Officer is hereby authorized to approve and deem final the Preliminary Official Statement, the Official Statement relating to the Notes and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Notes, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

One or more Paying Agent/Registrar Agreements by and between the County and BOKF, NA, ("Paying Agent Agreement") in substantially the form and substance previously approved by the County is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

**Section 16. CONTINUING DISCLOSURE UNDERTAKING.** (a) Definition. As used in this Section, the following term has the meanings ascribed to such term below:

*"Financial Obligation"* means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with Rule.

(b) Annual Reports. The County shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the County ending in or after 2024, financial information and operating data, which information and data may be unaudited, with respect to the County of the general type included in the final Official Statement authorized by Section 15 of this Order, as further set forth in each Pricing Certificate, including financial statements of the County if audited financial statements of the County are then available and (ii) if not provided as part of such financial information and operating data, audited financial statements of the County, within twelve months after the end of each fiscal year of the County

ending in or after 2024. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the County changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) Event Notices. The County shall file notice to notify the MSRB of any of the following events with respect to the Notes in a timely manner and not more than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Tax-Exempt Notes, or other events affecting the tax status of the Tax-Exempt Notes
7. Modifications to rights of holders of the Notes, if material;
8. Note calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Notes, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the County;

13. The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holder, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as ascribed by SEC Release No. 34-83885, dated August 20, 2018.

The County shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Notes within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 7 of this Order that causes the Notes no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Notes, and nothing in this Section, express or implied, shall give any benefit or any legal or

equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Order for purposes of any other provision of this Order.

Should the Rule be amended to obligate the County to make filings with or provide notices to entities other than the MSRB, the County hereby agrees to undertake such obligation with respect to the Notes in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Notes consents to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Notes. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Notes in the primary offering of the Notes.

(e) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (b) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

**Section 17. NO RECOURSE AGAINST COUNTY OFFICIALS.** No recourse shall be had for the payment of principal of or interest on any Notes or for any claim based thereon or on this Order against any official of the County or any person executing any Notes.

**Section 18. FURTHER ACTIONS.** The County Judge, the County Auditor and the First Assistant County Auditor of the County (each an "Authorized Representative") are each hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Notes, the initial sale and delivery of the Notes, the Paying Agent/Registrar Agreement, any insurance commitment letter or insurance policy and the Official Statement. In addition, prior to the initial delivery of the Notes, each of the County Judge and the County Auditor are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of the Bond Insurer, or (iii) obtain the approval of the Notes by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**Section 19. INTERPRETATIONS.** All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order and the Table of Contents of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Notes and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Notes.

**Section 20. INCONSISTENT PROVISIONS.** All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

**Section 21. INTERESTED PARTIES.** Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Notes, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Notes.

**Section 22. INCORPORATION OF RECITALS.** The County hereby finds that the statements set forth in the recitals of this Order are true and correct, and the County hereby incorporates such recitals as a part of this Order.

**Section 23. SEVERABILITY.** If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

**Section 24. REPEALER.** All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 25. EFFECTIVE DATE.** This Order shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

**Section 26. PERFECTION.** Chapter 1208, Government Code, applies to the issuance of the Notes and the pledge of ad valorem taxes and surplus net revenues granted by the County under Sections 6 and 7 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Notes are outstanding and unpaid such that the pledge of ad valorem taxes and surplus net revenues granted by the County under Sections 6 and 7 of this Order is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Notes the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

**Section 27. NO PERSONAL LIABILITY.** No covenant or agreement contained in the Notes, this Order or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the Commissioners Court, directors, members, officers, agents, employees or representatives of the County nor any person executing the Notes shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed in relation to the issuance of the Notes, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Notes.

**Section 28. PAYMENT OF ATTORNEY GENERAL FEE.** The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Notes or (ii) \$9,500, per Series provided that such fee shall not be less than \$750, to

the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Notes.

## **EXHIBIT "A"**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

#### **Accounting Principles**

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.



**Commissioners Court - Regular Session****32.****Meeting Date:** 02/06/2024

Senior Administrative Specialist

**Submitted By:** Amy Hays, Extension Service**Department:** Extension Service**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Hear a presentation of two Master Gardeners recognized as Emeritae for their wonderful contributions to the Williamson County Master Gardener program, and hear an annual report of Extension horticulture programming.

**Background**

Hear a presentation of two Master Gardeners recognized as Emeritae for their wonderful contributions to the Williamson County Master Gardener program, and hear an annual report of Extension horticulture programming.

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**Fiscal Impact**

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

2023 Williamson County Small Acreage Horticulture In Depth

2023 Williamson County Homeowner Lawn and Garden In Depth

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Amy Hays

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 11:05 AM

Started On: 02/01/2024 09:46 AM

## RELEVANCE

Across the United States, consumers are interested in foods that are healthy, locally grown, and organically or sustainably produced. Small acreage horticulture producers can market directly to consumers at farmers markets and sell to local restaurants. Williamson County boasts more than 10 farmers markets throughout the county, with a large number of market and hobby growers producing vegetables, fruit, pecans, and value-added products for the markets.

In June 2022, the Texas Comptroller reported that the Cedar Park Farmers Market averages about 3,000 shoppers per market day. Most markets in Williamson County report 25-130 vendors at their markets with products. The farmers markets attract local shoppers, creating a positive economic impact on the local community. Additionally, farmers markets accept SNAP benefits, which helps get nutritious, locally grown produce to low-resource families.

Producers of horticultural crops need assistance and information on best management practices and marketing strategies. Extension educational programs can help producers lower production costs and grow a quality product for market.

## RESPONSE

The Williamson County Horticulture Committee planned three programs in 2023 to address the needs of small horticulture producers: Fruit Forum, Hi-A Corn Field Day, and an Organic Growers Conference.

Educational programs focused on reducing input costs, integrated pest management, water conservation, and introducing high value crops for central Texas.

The programs were offered to local small acreage horticulture producers and hobby gardeners. Programs were marketed through the local farmers market associations, newspapers, social media, and newsletter lists. Local growers helped identify topics that are relevant to their needs.



***"Great information and resources. Lots of information to take in and absorb. Definitely have a better understanding on some information, and plenty of***

## VALUE STATEMENT

### Horticulture Production

Extension programs in crop production promote best practices that lead to reduced irrigation, safer pest management, and improved profitability of agricultural enterprises. This benefits Texas as a whole by contributing to the quality and quantity of water resources and enhancing both agricultural competitiveness and rural economies.

USDA National Agricultural  
Statistics Service reports

**8,140**

farmers markets in the US

**916**

households shopped at each  
US farmers market on an  
average day and spent

**\$14,547**



# RESPONSE

## Fruit Forum: September 16, 2022

- Dr. Russ Wallace: Strawberry Production
- Jacy Lewis: New Crop- Raspberries in Central Texas
- Bob Whitney: Challenges to Growing Peaches in Central Texas
- Dr. Thayne Montague: Plant Stresses
- **15 people attended** in Taylor

## Organic Conference: October 18-19, 2022

- First AgriLife Organic Growers Conference program focused on providing information for growers who are certified organic or transitioning into the certified organic program
- **34 people attended** the two-day program in Georgetown
- Speakers included AgriLife Research, Corteva Field Researcher, Texas A&M University Horticulture Professor, Kunafin Insectary, Certis Bio, AgriLife Organic Specialist, and the Texas Department of Agriculture. Field tour to Certified Organic Gabriel Valley Farm

## Hi-A Corn Field Day: July 7, 2023

- Participated in a statewide research trial with AgriLife Researcher Wenwei Xu to test two varieties of Hi-A Corn at an on-farm plot in Granger and the Master Gardener Demonstration Garden in Georgetown.
- Held a field day in Georgetown to show the results of the Hi-A corn as a potential for human consumption and livestock feed. Conducted a tasting panel and visited the field. **11 participated**



# Evaluation Strategy

A retrospective post survey is used at programs to measure knowledge gained, customer satisfaction, and intention to adopt best practices. This survey asks participants to rank their level of knowledge about topics before the program and after the program on a scale of one to four, with one being poor and four being excellent, and the survey asks participants to indicate their intention to adopt best practices on a five-point scale of “definitely will not” to “already adopted.”

## RESULTS

Your understanding of...	Mean before	Mean after	Percent increase
Organic weed control options (41/42 respondents)	2.05	3.27	40.7%
The advantages of high tunnels (41/42 respondents)	2.10	3.66	52.0%
How to select a biopesticide (12/15 respondents)	1.58	3.42	61.3%
Using biological controls products to control pests and diseases (14/15 respondents)	2.07	3.50	47.7%
The importance of the certified organic program for marketing and regulation (14/15 respondents)	2.00	3.57	52.3%
Planting time for strawberries (13/14 respondents)	1.69	3.38	56.3%
How to identify and treat iron chlorosis (13/14 respondents)	1.92	3.46	51.3%

Your intention to adopt...	Probably will	Definitely will	Already Adopted
Adding compost to improve soil health (15 respondents)	6.7%	60.0%	13.3%
Using biological control products to control pests and diseases (15 respondents)	40.0%	26.7%	13.3%
Soil testing to improve soil health (15 respondents)	13.3%	46.7%	20.0%

***“[The program] increased knowledge and understanding. Good responses to questions, and the information provided was relevant.”***

For More Information:

**Kate Hajda**

Horticulture Extension Agent  
Williamson County

**512.943.3300**

**Kate.hajda@ag.tamu.edu**

## RELEVANCE

Williamson County is growing into a highly populated, suburban county. In 2023, the population has grown to more than 630,000 people in the county. The increasing population of Williamson County has led to a tremendous growth in the green industry, including landscaping services, nursery plant production, and retail horticultural sales. The green industry is strongly correlated with housing, and the growth in new homes in Williamson County has led to strong increases in the green industry.

Many of the new residents have moved from other states or regions of Texas, and they are not familiar with good lawn and garden practices for Central Texas. The Horticulture Advisory Committee has identified the new “transplants” as an emerging audience for lawn and garden related programs.

As the population expands and new homes are built in Williamson County, the demand for horticulture programming will continue to grow. City departments for water conservation and environment are increasingly interested in educating homeowners about good management practices to reduce landscape water consumption, landfill waste, and excessive pesticide and fertilizer use. Topics such as water conservation, integrated pest management, and good plant selection are important to meet demands on the water supply, reduce pesticide use, and become good stewards of the environment.

## RESPONSE

The Williamson County AgriLife Extension Office and the Master Gardener Volunteers plan two educational program series for home lawn and garden topics. The Green Thumbs Up program is hosted each month at the Round Rock Public Library, Cedar Park Public Library, and Leander Activity Center. The Hands-on in the Garden program is an interactive class held in the Master Gardener Demonstration Garden in March – October.

### TARGET AUDIENCE

- This program was targeted towards homeowners in Williamson County who are interested in lawn and garden topics. The program is advertised through newspapers, social media, and community calendars.

### PARTNERSHIPS & COLLABORATORS

- The Williamson County Master Gardener Association provides volunteer leadership and time for educational programs and demonstration gardens.
- Cedar Park and Round Rock Public Libraries and Leander Activity Center provided facilities for educational programs.
- Williamson County supports the demonstration garden at 3151 SE Inner Loop in Georgetown for an outdoor classroom with hands-on learning opportunities.

## PROGRAMS

### Monthly Series

- **Green Thumbs Up** is held at Round Rock Public Library, Cedar Park Public Library, and Leander Activity Center.
  - September 2022: Building Raised Beds (52 attended)
  - October 2022: Gifts from the Garden (33 attended)
  - November 2022: Winterizing, Protecting, and Watering (42 attended)
  - January 2023: Houseplants (35 attended)
  - February 2023: Spring Veggies – 3 Month Outlook (55 attended)
  - March 2023: Drought Tolerant Plants (65 attended)
  - April 2023: Lawns – It’s Complicated (44 attended)
  - May 2023: Water Conservation Through Irrigation (24 attended)
  - June 2023: Herb Gardening (60 attended)
  - July 2023: Shade Gardening (60 attended)
  - August 2023: Fall Veggie Gardening (90 attended)
- **Hands on in the Garden** is held at the Demonstration Garden for hands-on demonstrations.
  - September 2022: Garden Tools & Hardscapes (22 attended)
  - October 2022: Fall Walk & Talk in the Garden (13 attended)
  - March 2023: Ready, Set, Garden! (26 attended)
  - April 2023: Superstar Broccoli: From Seed to Table (19 attended)
  - May 2023: Potatoes, Corn & Blackberries! Oh My! (16 attended)
  - June 2023: Design Opportunities in the Herb Garden (22 attended)
  - August 2023: Imported Red Fire Ants (31 attended)

# RESULTS

**709 people attended 38 programs** held on lawn and garden topics during 2022/23.

- 451 people completed evaluation surveys for Green Thumbs Up Gardening Series. **98.4% of respondents** were mostly satisfied or completely satisfied with the program.
- 79 people completed evaluation surveys for Hands on in the Garden programs. **97.1% of respondents** were mostly or completely satisfied with the program.
- Participants indicated a **94.3% increase in knowledge** about the benefits of choosing Texas Superstar Plants for their landscape after attending the program.
- Participants indicated a **55.7% increase in knowledge** about the proper timing for herbicide applications.
- Participants indicated a **58.3% increase in knowledge** about using the cycle and soak method for efficient use of irrigation water after attending the program.

**“Great information! We will save on our water bill and know how to replace parts for our sprinkler system. Thank you for this presentation.”**

**“I am a new gardener – this was a wonderful, easily understood presentation. Thank you so much!”**

**“I love it! I am excited to apply what I learned. I definitely look forward to the next event!! Instructors were knowledgeable and friendly.”**

## Evaluation Strategy

A retrospective post survey is used at all programs to measure knowledge gained, customer satisfaction, and intention to adopt best practices. This survey asks participants to rank their level of knowledge about topics before the program and after the program on a scale of one to four, with one being poor and four being excellent, and the survey asks participants to indicate their intention to adopt best practices on a five-point scale of “definitely will not” to “already adopted.”

The evaluation survey asked questions about participants’ intentions to adopt best practices. These questions were standardized across all Hands on in the Garden and Green Thumbs Up programs to measure how the programs increased the likelihood of adoption. 392 participants responded to the survey questions throughout all programs in 2023.

Your intention to adopt...	Probably will	Definitely will	Already adopted
Using integrated weed management to reduce herbicide use	23.7%	20.2%	19.9%
Mowing or weeding to control weeds	20.2%	22.7%	35.9%
Using a soil test to determine fertilizer needs	24.1%	21.3%	11.4%
Watering deeply and infrequently to promote healthy grass	22.6%	29.2%	32.2%
Using compost to improve soil	19.6%	36.7%	31.5%
Using mulch to conserve water and prevent weeds	17.6%	35.9%	36.4%
Using drip irrigation to conserve water	16.6%	30.3%	24.1%
Selecting native and adapted plants for Central Texas	20.2%	41.8%	28.3%

## Summary

The Green Thumbs Up series and Hands on in the Garden programs offer a wide range of practical classes for lawn and garden enthusiasts. The programs focus on best horticulture practices for Williamson County, and the results of the evaluation surveys demonstrate that participants are increasing their knowledge and plan to make changes to the current practices.



## Future Programming

- Green Thumbs Up series will continue in Round Rock and Cedar Park, and it will move to a new location at Hutto Public Library.
- Wilco AgriLife will host a four-part series for Native Texas Landscaping for homeowners.
- Hands on in the Garden will continue with interactive programming.

For More Information:

**Kate  
Hajda**

Horticulture Extension Agent  
Williamson County

**512-943.3300**

**kate.hajda@ag.tamu.edu**



**Commissioners Court - Regular Session****33.****Meeting Date:** 02/06/2024

South Korea update

**Submitted By:** Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Receive and discuss an update on travels to South Korea.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 01/30/2024

**Reviewed By**

Becky Pruitt

**Date**

01/30/2024 02:08 PM

Started On: 01/26/2024 11:22 AM

**Commissioners Court - Regular Session****34.****Meeting Date:** 02/06/2024

Specialized Youth Wing - Rock Springs

**Submitted For:** Cynthia Long**Submitted By:** Pierce Kathy, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on update regarding the opening of the specialized youth wing at Rock Springs Hospital.

**Background**

The Behavioral Health Task Force, working with local partners, identified the need for additional inpatient psychiatric beds for youth in Williamson County. A ribbon cutting for the new wing opening at Rock Springs Hospital took place on Wednesday, January 31, 2024. This item will provide an update on services that will be provided for youth in crisis and in need of psychiatric services and stabilization.

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 01/31/2024

**Reviewed By**

Becky Pruitt

**Date**

01/31/2024 03:11 PM

Started On: 01/31/2024 01:46 PM

**Commissioners Court - Regular Session****35.****Meeting Date:** 02/06/2024

CRC ARPA Agreement

**Submitted For:** Cynthia Long**Submitted By:** Pierce Kathy, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an American Rescue Plan Act (ARPA) Subrecipient Agreement with the Christian Resource Center with a not to exceed amount of \$130,000 to support the Employment Stability and Resource Assistance project.

**Background**

On December 19, 2023, the Commissioners Court approved a not to exceed amount of \$130,000 for the Christian Resource Center to support the "Employment Stability and Resource Assistance" project. The attached ARPA agreement is the follow up for the approved allocation. The agreement has been reviewed by Legal and the Auditor's Office.

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**Fiscal Impact**

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

Signed Agreement

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 11:03 AM

Started On: 02/01/2024 09:22 AM



**SUBRECIPIENT AGREEMENT BETWEEN  
WILLIAMSON COUNTY  
AND CHRISTIAN RESOURCE CENTER  
FOR EMPLOYMENT STABILITY & RESOURCE ASSISTANCE**

**WITH FUNDING FROM:  
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

This Subrecipient Agreement (“Agreement”) is between Williamson County (the “COUNTY”), a political subdivision of the State of Texas, and the Christian Resource Center (“SUBRECIPIENT”), a Texas not-for-profit 501(c)3 tax-exempt organization, (collectively, the “Parties”), and shall be effective as of January 9, 2024 (“Effective Date”). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act (“ARPA”) to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds (“SLFRF FUNDS”) authorized the ARPA (A.L.N. #21.027) to be used to mitigate the ongoing effects of COVID-19 and support the nation’s pandemic recovery; and

WHEREAS, the COUNTY has received SLFRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury (“Treasury”); and

WHEREAS, Treasury has issued guidance for the use of SLFRF FUNDS (31 CFR Part 35 and may be found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLFRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury’s Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

## I. GENERAL OVERVIEW

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the SUBRECIPIENT's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

SUBRECIPIENT will provide a location for wrap-around services for low-income individuals to receive support services needed to meet vital needs and improve their employment opportunities. Some of the resources provided at the SUBRECIPIENT's center will include Jail to Jobs, a food pantry, diaper support, individual and family counseling, and job skills training for trades, such as plumbing, automotive and electrical.

SUBRECIPIENT's Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

## II. PAYMENT

The COUNTY shall make available an amount of up to **\$130,000 (ONE HUNDRED AND THIRTY THOUSAND DOLLARS)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. List with non-identifiable information that includes number of clients assisted with shelter
- iii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
- iv. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
- v. Invoices of all other expenditures
- vi. Proof of payment of all expenditures



### III. TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

### IV. AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.  
STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred
- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
- v. Adequately identify the source and application of funds of each grant contract
- vi. Generate current and accurate financial reports in accordance with contract requirements

VI.  
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII.  
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY



may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

#### VIII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

#### IX. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

#### X. LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional

requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (A.L.N. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

#### XI. DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

#### XII. INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

#### XIII. SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

#### XIV. DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

#### XV. FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission *if required* by Texas Government

Code Section 2252.908, as amended.

XVI.  
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78628

and

County Auditor  
710 Main Street, Suite 301  
Georgetown, Texas 78628

Subrecipient:

Christian Resource Center  
c/o Michelle Johnson, Executive Director  
1150 South Bell Boulevard  
Cedar Park, Texas 78613

XVII.  
SEVERABILITY

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

XVIII.  
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.



XIX.  
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date set forth herein above.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2024

**SUBRECIPIENT:**

**Christian Resource Center**

Michelle Johnson  
Authorized Signature

Michelle Johnson  
Printed Name

Date: January 31, 2024



**APPENDIX A – Scope of Services**  
Christian Resource Center  
Employment Stability & Resource Assistance

(Incorporated herein as if copied in full)

**PROJECT DESCRIPTION:**

The SUBRECIPIENT's is located at 1150 S. Bell Boulevard, Cedar Park, Texas will provide vital services and resources that help individuals become successful, dependable, and productive community members. The SUBRECIPIENT will provide hope for individuals and families through several programs that teach skills, provide opportunities and relationships that will lead to success.

The SUBRECIPIENT will complete needed repairs and maintenance to the building at the above referenced address to ensure that that services and resources can remain operational.

**FUNDING METRICS AND OUTCOMES:**

1. HVAC units (3) will be replaced with new high-efficiency units.
2. High-efficiency lighting will replace existing lighting in the building.
3. The roof will be replaced, and proper installation installed, to ensure a safe and efficient location for resource services and educational programs.
4. The SUBRECIPIENT will track the number of volunteer hours provided, total clients served, and the number of students enrolled in educational programs, and provide the Williamson County Auditors Office a copy of the annual Impact Report for 2024, 2025 and 2026.

**APPENDIX B – Program or Project Budget/Allowable Expenses**  
Christian Resource Center (CRC)  
Employment Stability & Resource Assistance

(Incorporated herein as if copied in full)

**SUBRECIPIENT EMPLOYMENT STABILITY AND RESOURCE ASSISTANCE BUDGET:**

<b>Budget Category</b>	<b>Funding Stream</b>	<b>2024 Budget</b>
High-Efficiency HVAC Units (3)	ARPA Funding - Williamson	\$ 33,000
High-Efficiency Lighting Replacement	ARPA Funding - Williamson	\$ 5,000
Roof replacement and installation of insulation to improve energy efficiency	ARPA Funding - Williamson	\$ 67,000
River City Hope Trades Program - Supplies for educational programs (i.e. conduit, wiring, tools, books, etc.)	ARPA Funding - Williamson	\$ 5,000
Parking lot maintenance and repairs.	ARPA Funding - Williamson	\$ 17,000
<b>Total Budget</b>		<b>\$ 130,000</b>

**TOTAL BUDGET NOT TO EXCEED: \$ 130,000**

**Commissioners Court - Regular Session****36.****Meeting Date:** 02/06/2024

Heath Eng Padilla

**Submitted By:** Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County Representation of Williamson County in *Kailey Padila v. Daniel Osvaldo Perez and Wiliamson County, Texas*, No. 1:24-cv-00086 pending in the U.S. District Court of the Western District of Texas, and Williamson County in other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its Office of General Counsel; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**Background**

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**Fiscal Impact**

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

Bickerstaff, Heath, Delgado, Acosta Engagement - Padilla Matter

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 11:08 AM

Started On: 02/01/2024 10:53 AM

# Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

## ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, C. Robert Heath, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16<sup>th</sup> of the month and ends on the 15<sup>th</sup> of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. If any invoice is not paid within 30 days after its stated date, interest at the rate of 1 ½ percent per month (18 percent per annum) will accrue on the balance due. However, if at any time 18 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

**AGREED TO AND ACCEPTED:**

WILLIAMSON COUNTY

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By: \_\_\_\_\_  
Bill Gravell, Jr.

By:  \_\_\_\_\_  
C. Robert Heath

Title:

Date: \_\_\_\_\_

cc: Billing Department

**Exhibit A — Scope of Services**  
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation of Williamson County in *Kailey Padila v. Daniel Osvaldo Perez and Williamson County, Texas*, No. 1:24-cv-00086 pending in the U.S. District Court of the Western District of Texas;
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

**Exhibit B — Billing Rates**  
Bickerstaff Heath Delgado Acosta LLP

<b>TIMEKEEPER</b>	<b>2023 Billing Rate</b>
Albright, Stefanie	\$330
Arnold, Philip	\$330
Caputo, Cobby	\$415
Caroom, Doug	\$425
Dugat, Bill	\$385
Falk, Syd	\$440
Gonzalez, Vanessa	\$370
Heath, Bob	\$480
Katz, Joshua	\$355
Kimbrough, Chuck	\$325
Maxwell, Susan	\$370
Miller, Gregory	\$305
Rogers, Emily	\$370
Russell, Claudia	\$370
Seaquist, Gunnar	\$355
Than, Catherine	\$370
Weller, Steven	\$370
Kelley, Kimberly	\$250
Labashosky, Sara	\$290
Robinson, Lori	\$300
Delgado, Hector	\$425
Mendez, David	\$425
Mendez, Manuel	\$425
Pagan, Kevin	\$415
Legal Assistants/Specialists	\$190
McCall, Sherry	\$240



## **Exhibit C—Client Costs Advanced**

### **Bickerstaff Heath Delgado Acosta LLP**

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

#### Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

#### Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

#### Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

#### Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

#### Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

#### Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

#### Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

#### Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

**Exhibit D—Verification Required by Texas Government Code Chapter 2271**  
**Bickerstaff Heath Delgado Acosta LLP**

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.



SIGNED BY: \_\_\_\_\_

C. Robert Heath  
February 1, 2024

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and Williamson County.

**Commissioners Court - Regular Session****37.****Meeting Date:** 02/06/2024

Tax benefit enrollments for 2023 and re-enrollment of prior years

**Submitted By:** Josh Renner, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding the Williamson County Regional Habitat Conservation Plan (RHCP) approval of enrollment of properties participating during the 2023 calendar year (any participation received on or prior to 12/31/23) into the tax benefit financing plan for tax year 2023 and to re-enroll prior year permit participant properties.

**Background**

The county's Regional Habitat Conservation Plan (RHCP), approved in 2008, provides for a portion of the increase in tax valuation for properties enrolled under the county's 10(a) incidental take permit with the US Fish and Wildlife Service to be directed to the Williamson County Conservation Foundation (WCCF) as the county's contribution for the acquisition, maintenance and monitoring of endangered species habitat in the county. Specifically, under the RHCP, a calculation is made using a base enrollment period. The taxable value of the base enrollment period is determined and a percentage – 15% as defined in the RHCP – of the increase in value in future taxable years is calculated. That calculated taxable value percentage is applied to the county's then current tax rate for maintenance and operations and the resulting sum is attributed to the RHCP and directed to the WCCF's investment corpus. There is no increase nor decrease in taxes to participants/property owners. Once the defined financial goals of the RHCP have been achieved then the allocation under this plan may be, but is not mandated to be, altered depending upon the existing conservation goals and requirements. The financial goal is primarily determined by the ability to maintain preserve properties (monitoring, maintenance, gain or accession and sustainability) in perpetuity and may be adjusted depending upon future conservation requirements of the RHCP including, but not limited to, the existing County needs for dealing with species listed under the Endangered Species Act (as amended) or for related conservation activities which may include acquisition of requisite conservation land(s).

Enrollment is on a year-to-year basis. Attached is a detailed list of private party participants for 2023 and lists for prior year enrollments. The action needed is to enroll the 2023 participants and to re-enroll/extend the Tax Benefit Financing for previous year's enrollees. The WCCF Board, on 1/17/2024, took action recommending the enrollment of the 2023 participants and re-enrollment of prior enrollees.

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**Fiscal Impact**

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

2023 Tax Benefit Financing Enrollment List  
Master list of enrollees since inception  
2023 Enrollee Figures

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Josh Renner

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 11:05 AM

Started On: 02/01/2024 09:32 AM



WCCF File Number	Project/Owner	Property
20220628	Lenox Hill Townhomes	A project site of ±16.427 acres from the AW0003 - Campbell, W. Survey, tax parcel R514458.
20230206	Sauls Ranch East - Phase 2	A project site of approximately 31.99 acres representing phase 2 of the proposed development on the Sauls Ranch East Tract, WCAD Parcels R319299, R056320, and R374927.
202304111	Somerset Hills - Phase 5 East	A project site of ±98.56 acres out of Abstract S13085 Somerset Hills Parcel 5, WCAD tax parcels R638865 and R638866; Somerset Hills Phase 5 East
202304112	Somerset Hills - Phase 5 West	A project site of ±35.76 acres out of Abstract S13085 Somerset Hills Parcel 5, WCAD tax parcels R638862, R638863 and R638864; Somerset Hills Phase 5 West
202304113	Somerset Hills - Phase 6 & 7	A project site of ±133.08 acres out of Foy, F. Survey Abstract AW0229, WCAD tax parcels R039473, R372454, and R505405
20230621	Chapman Tract Update	An approximate 180.55-acre tract located at 4501 Highway 29, Georgetown, Williamson County, Texas; out of the Donagan, I. Survey; Williamson County Appraisal District reference numbers R539227, R039244, R539629, and R351054

## Master List of Taxable Participations since Plan Inception (2022 Inclusive)

**WCCF File Number \***

**Project/Owner**

**Property**

The WCCF file number system (year/mo/day) for receipt of applications was not adopted until 2012.

20101015	Highland Horizon Phase II	Approximately 66.11 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase II; tracts R502306 through R502428 inclusive (122 tracts)
20101019	Great Oaks Estates	Tract 1, Lot 5, Block A, Great Oaks; aka 15917 Great Oaks Drive, Round Rock, TX, R403591
20101102	Sendero Springs Sect 6 and 7	Section 6 and Section 7, Sendero Springs; approximately 57.87 acres in three tracts – Williamson County Appraisal District property identification numbers R432306, R055399 and R420220
20110405	Prevarian Round Rock	7220 and 7230 Wyoming Springs Drive, Round Rock, TX, WCAD property ID # R315215 (a 16.116 acre tract out of a 16.172 acre tract in the Jacob M. Harrell survey, further described by metes and bounds)
20110830	O'Reilly Auto Parts	A 1.264 Acre Tract, Lot 1, Serenada Country Estates Unit One, David Wright Survey, Abstract No. 13, City of Georgetown, Williamson County, TX; AKA Williamson County Appraisal District Parcel ID R046893, Location Address 3809 Williams Drive, Georgetown, TX 78628
20111004	Carolville. LTD	SHOPS AT VISTA RIDGE AMD, Lot 11, ACRES 19.97 (approximately); AKA Williamson County Appraisal District Parcel ID R502512; Location Address: 701 North Vista Ridge Boulevard, Cedar Park, TX 78613
20111101	Highland Horizon Phase III	Approximately 63.732 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase III; tracts R499361 and tracts R499590 through R499597 inclusive.
20111122	T.S.-S.D. LTD.	A tract out of the Samuel Damon Survey No. 170, containing 76.52 acres, more or less; Williamson County Appraisal District reference tracts R031875 and R474925
20120208	Pierce, Tyrrell	1710 CR 262, Georgetown, TX, 78633; AKA Lake Georgetown Estates II, Lot 8 (recorded in Cabinet J, Slides 319-320, plat records of Williamson County, Texas). WCAD tax parcel ID # R324853
20120419	Laredo W.O. , LTD.	A tract of 54.856 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 of the official public recored of Williamson County, Texas; said 54.856 acres being more particularly described by metes and bounds; WCCF Application #20120419.
20120514	JHJ Land Development, Inc.	Residential development, The Preserve at Heritage Oaks, a 9.48 acre development tract, WCAD tract reference R039221; WCCF application #20120514.

20120709	Allen Group, Oxford, MS	An approximate 26.67 acre tract out of the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; WCAD Parcel ID # R493685; WCCF Application 20120709.
20120824	BJM Mayfield Ranch, LTD	An approximate 23.776 acre tract out of the Ephraim Evans Survey, Williamson County, Texas, WCAD Parcel ID #R055388; WCCF file # 20120824; such project being described The Enclave at Mayfield Ranch, Williamson County, Texas.
20120918	Shel-Jenn, Inc.	Residential development, Heritage Oaks, a 12.43 acre development tract, WCAD tract reference R435456; WCCF application #20120918.
20121001	Madison at Georgetown Cotenancy	Residential/multi-use development, Madison at Georgetown, a 541.37 acre development tract, WCAD tract references R012261, R011080, R508127, R508128, R330211, R493826 and R496001; a tract out of the L.S. Walters survey; WCCF application #20121001.
20130114	HMR Holdings, Inc. and Highlands at Mayfield Ranch, LTD.	A 319.87 acre residential housing development comprising WCAD tracts R040295, R482072, R512094, R518980 and R518981, a series of tracts out of the J. Powell Survey; WCCF file #20130114; project is known as The Highlands at Mayfield Ranch
20130122	BRAE Group, LTD. and Novak Brothers/Texas Brownstones, LLC	a 24.07 acre subdivision, Nicholas Porter Survey Abstract No. 497, a replat of a portion of Lot 4, Block A, Lots 1,2,3,5,6, and 7 Block A, The Rivery Park II; WCAD reference numbers R466299, R466298, R466297 and R4288217; WCCF application #20130122
20130307	Laredo W.O. , LTD.	A portion of Williamson County Appraisal District Parcel ID #R039221, and being; A tract of 82.156 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 and also being a portion of the remainder of that certain 192.314 acre tract of land conveyed to Laredo WO. LTD. by deed of record in Document No. 2007014289, both of the official public records of Williamson County, Texas; said 82.156 acre tract of land more particularly described in three (3) parts by metes and bounds
20130502	Barclay/Texas Holdings VI, L.P., a Texas limited partnership	A approximate 11.41 acre commercial development comprising WCAD parcels R502881, R502882, R502883, R502884 and R502885; a series of tracts out of the Beck 11, Lots 1-5, Block A. WCCF file #201300502
20130508	Milestone Community AKA 2013 Land Investments, LLC and Green Acres Development, LLC	An approximate 59.67 acre project site, described in metes and bounds as per the attached two page description; WCCF file #20130508. The attached metes and bounds description (2 pages), WCAD tract maps (2 pages) and project area map (one page) is made a part of this exhibit. (Total of 5 pages)

20130619	Meritage Homes of Texas, LLC	A approximate 105.9 acre (or 4,617,263 square feet more or less, tract of land out of a called 107.462 acre tract described in conveyance to Curtis C. Borho in Participation Deed recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, out of the Anastasha Carr Survey, Abstract 122, Williamson County, Texas. A copy of the field notes (comprising two pages) for such tract are attached to this exhibit. The tract is also referenced as Williamson County Appraisal District reference number R031532.
20131016-A	Georgetown Healthcare Community Services, Inc.	A commercial development property comprising two parcels located at the northeast corner of the intersection of Scenic Drive and Leander Road, Georgetown, Williamson County, Texas and further identified by WCAD tract references R319864 and R090290; WCCF file #20131016-A
20131016-B	Georgetown Healthcare System	A commercial development property located at 2300 Scenic Drive, Georgetown, Williamson County, Texas and further identified by WCAD tract references R317353; WCCF file #20131016-B.
20131029	WILLRAE Partners III, Ltd	A project area known as 4135 Williams Drive, Georgetown, Williamson County, TX 78628; AKA Williamson County Appraisal District reference tract R504209. A 7.36 acre tract, zoned C-1, a multiple commercial office/retail condominium
20140131	First Baptist Church of Georgetown (parking lot)	Project area is a 10.762± acre tract southeast of the intersection of D.B. Wood Drive and SH 29 (West University); a parcel out of WCAD tract R040756 described by metes and bounds and conveyed to First Baptist Church of Georgetown, Texas (FBCGT) by Special Warranty Deed with VENDOR's Lien, January 10, 2014; official public records number 2014002634; this participation also covers a 0.172± acre tract easement public records number 2014002636.
20140210	NASH Rancho Hills LLC (a part of Rancho Sienna)	A housing and multi-use development tract south-southeast of Ronald Reagan Boulevard at Via de Rancho Boulevard, Leander, Williamson County, Texas; parcels out of the Greenleaf Fisk Survey and described in metes and bounds; WCAD tract R-numbers 499762, 523605, 523614 to 523629, 407745, 499873, 506829, 523596, 523597, 523600, 523601, 523602, 524810, 525467, 523603, 523598, 523604 and 494203.
20140415	Gardens at Verde Vista	An approximate 33.775 acre tract out of the Joseph Fish Survey, Abstract #232; WCAD tract R319285.
20140605	Wolf-Hillwood (Hillwood Communities)	A 767-acre tract located near D.B. Wood Road and SH 29, Georgetown, a part of the Iva Wolf McLachlan holdings, Williamson County, Texas; Williamson County Appraisal District reference #s R040444, R040445, R316771, R316772, R329763, R040430, R469948, R485592, R039230, R039268, R040756, R307358, R513561, R513563, R513987, R513988, R525975, R525976, and R044630.
20140611	Crescent Bluff	SH 29, Georgetown, Williamson County, Texas; an approximate 106 acre tract, Abstract AW0178, Donagan, I. Survey; WCAD tract R508134.
20140702	Daniel and Marlene Mansour	A 2.67 acre tract, WCAD reference R044521; Oakcrest Ranchettes, Unit 2; AKA 330 Evans Road, Georgetown, Williamson County, Texas.



20140723	Century Land Holdings II	Phases 2 and 3 of the Reagan's Overlook Subdivision (AKA Reagan's Overlook, LP) WCAD tract numbers R524614, R524613, R524615, R483562 and R032354; approximately 147.74 acres in five tracts (out of a larger 260 acre tract); location described as Ronald Reagan Boulevard at Vista Heights Drive.
20140729	Standard Pacific of Texas/BTA Land LLC	Approximately 79.5 acre development tract at 1600 to 1666 Spanish Oak Trail, Round Rock, Williamson County, Texas, consisting of nine (9) tracts out of the J.H. Dillard Survey (working name: Brushy Creek North); WCAD tract numbers R031988, R031989, R385028, R418515, R419749, R419748, R032006, R421187 and R494386.
20140925	Cannon 140 LP (Springswoods)	An approximate 140 acre development; nominal address is 731 CR 175 Leander. (Project is north of the Regional Park off of CR 175.) WCAD parcels R032138, R496874, R031736 and R496876.
20141023	Compostela Holdings ("Deer Haven")	An approximate 43.5 acre development tract at 3816 Williams Drive, Georgetown, Williamson County, TX. A tract out of the D. Wright Survey and comprising WCAD tract R474647 and a portion of tract R038722.
20141111	Pulte Group, Heritage Oaks at Pearson Ranch East	A 40.85 acre residential development located at 9005 Sharpstone Trail, which is a portion of Williamson County Appraisal District (WCAD) tract R329313, which is a larger 60.422 acre tract.
20141112	Pulte Group, Heritage Oaks at Pearson Ranch West	A 66.6 acre development located at the southwest corner of Avery Ranch Blvd. and Pearson Ranch Road; Williamson County Appraisal District (WCAD) tracts R504073 and R324221.
20141120	LAMY 2243 LTD (Bluffview)	A 77.27 acre development located on the west edge of current development on FM 2243; 1.4 miles west of IH 35; WCAD reference tracts R500156, R523502, R523503, and eastern 3.0 acres of R472552.
20141125-A	Zamin, L.P. (Chapman Tract)	A 177.935 acre tract (42.02 acres in karst zone), nominal address of 4501 Highway 29, Georgetown, Williamson County, TX; WCAD reference tracts R039244 and R351054.
20141125-B	RMD Development Partners, LLC (Mayfield Ranch Tract)	A 32.26 acre tract located at CR 175, Leander, Williamson County, Texas; WCAD reference tracts R474315, a portion of R462355, and that portion of Arterial H lying within these tracts.
20141126	Taylor Morrison of Texas, Inc. (Robinson Remnant Tract)	A 37.595 acre tract located northwest of the intersection of Smyers Lane and Wyoming Springs Drive, Round Rock, Williamson County, Texas; WCAD reference tract R327569
2015122	Campbell - Georgetown #1	16.57 Acres; WCAD parcel #R039524; 4655 Williams Drive, Georgetown
20150129	Woods - Pope	WCAD tracts R505278*, R055508, R055510*, R055511*; out of M.M. Hornsby Survey - * = consolidated into R534502; SH 45 at O'Connor
20150506	Lakeside Station Apartments	WCAD tracts R072533, R327108, R056507; Schirpaik and Sane Survey No. S4557; 13675 Rutledge Spur, Austin, Williamson County
20150603	Woodland Hills	WCAD tract R040796*; 35.511 acres out of Winslow Turner Survey, Abst. No. 607; * = replaced by R539756 and R539758; FM 3405; nominal 30.707877° N and -097.813811° W
20150611	The Summit II at Rivery Park	Lot 6 in Block "B" of AMENDED PLAT OF BLOCK "B" OF SUBDIVISION PLAT OF THE RIVERY PARK II; WCAD Tract R471564; nominal address is 520 Wolf Ranch Parkway, Georgetown, TX 78628

20150612	5N LLC	approximately 780 CR 262, Williamson County; WCAD tracts R041004, R041003, R041001 and R040574; approx 36.10 acres John Sutherland Survey , Abst. No 554 and G.B. Mayhall Survey, Abst. No 821
20150617	Trails at Leander	0.57 mi north of intersection of Bagdad Road and Crystal Falls Parkway, Leander; WCAD tract R031330; Approximately 49.35 acres out of E.D. Harmon Survey.
20150727	Georgetown Village 9 & 10	Phases 9 and 10 of Georgetown Village; WCAD tracts R525325 and R532404;
20151103	Oaks at San Gabriel	approximately 397.77 acres incorporating 173 WCAD tax parcels; list of parcels attached.
20151110	Highland Estates	Highland Springs Lane; 30.693473 N and -97.769578 W; WCAD tracts R407498, R539912, R539913, R506841, R506842.
20151111	Panther Bend	Ronald Reagan, approx 100' West of CR 245; R506911 and R534695; approximately 34.78 acres; beginning at a point south of County Road 258 (CR 258) identified by GPS coordinates as North 30.666249 and West -97.845463 and continuing in a southeasterly direction to a point south and east of the intersection of Ronald Reagan Blvd. and Elizabeth Park Blvd. (entrance to Santa Rita Ranch development) and identified by GPS coordinates N 30.662973 and W -97.838997 and comprising an approximate 100' x 2,358' project and disturbance corridor
20151125	RiversideCA 25, LTD	Corner of Amberglen Boulevard and Brianwick Drive, Austin, Texas; 11800, 11950, 12000 12100 West Parker Lane and 3440 Ranch Trails, Cedar Park; R433287 (parent tract - now R543561, R543562, R543563, R543565, R543566 and R543567)
20151130	RRCA Parmer Ranch Trails Lot 4, LTD	11900 West Parmer Ln, Cedar Park; a portion of R433287 (was parent tract - now R543564); nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633
20151211	Parmer Crossing West	Tom Kemp and RM 620, Austin; R488298
20151223	Sun City Neighborhoods 81-82	95.38 acres out of the Burrell Eaves Survey No. 216; 3231 SH 195 Georgetown; WCAD parcels R012012, R499739, R539687, R539688
20160129	Highway 29 Ventures LP	an approximate 441.18± acre project area located two miles east of the intersection of SH 29 and Ronald Reagan Boulevard and comprising tracts of the Don H. Lively Family Partnership, LTD., recorded as Document 9901719 of the Official Records of Williamson County; and, a 2.64 acre tract of the Don H. Lively Family Partnership, LTD., recorded as Document 2013063744 of the Official Records of Williamson County, Texas and related tracts, all identified by Williamson County Appraisal District tract numbers R090423, R524355, R021695, R022713, and R022553
20160218	Enterprise Pipeline	Incorporating WCAD tracts R304116 and R304123; beginning at a point south of River Down Road identified by GPS coordinates as N 30.616391 and W - 97.711515 and continuing in a southerly direction to an intersection with FM 2243 (Leander Road) identified by GPS coordinates N 30.610322 and W - 97.708983 and comprising an approximate 100' x 2,270' project and disturbance corridor.

20160223	Gatlin Creek	Approximate address 4935 Williams Drive, Georgetown, Texas; 121.61 acres, more or less, out of the Issac Jones Survey, Abstract No. 232, and being that tract of land described as Tract Three, Parcel One (2.05 acres, more or less) and Tract Three, Parcel Two (100.74 acres, more or less) in a Petition Deed to James Wolf, et al, dated November 24, 2009, and recorded as Document Number 2009090679 of the Official Public Records of Williamson County, Texas, and that tract of land described as 20.0 acres, more or less, in a Warranty Deed of Gift James Wolf, et ux, dated March 12, 1996 and recorded in Document Number 9612381 of the Official Public Records of Williamson County, Texas; further identified as Williamson Central Appraisal District tract numbers R300099, R039930, R040993, R473857, R473858 and R507535
20160226	Sections 11A and 11B of the Ranch at Brushy Creek	Approximate address is 516 Buck Ridge Road, Cedar Park, Texas 78613. An approximate 15.353 acre tract out of the John H. Dillard League, Abstract 179, Williamson County, Texas, conveyed by deed of record in documents nos. 201508639, 2014036263, and 2014001291 of the official public records of Williamson County; Williamson County Appraisal District tracts R525464, R543261, R493994, R529911 and R543262
20160329	Enterprise Pipeline	Incorporating Williamson Central Appraisal District reference parcels R022461, R524837, R493930 and R022482; beginning at a point south of County Road 258 (CR 258) identified by GPS coordinates as North 30.666249 and West -97.845463 and continuing in a southeasterly direction to a point south and east of the intersection of Ronald Reagan Blvd. and Elizabeth Park Blvd. (entrance to Santa Rita Ranch development) and identified by GPS coordinates N 30.662973 and W -97.838997 and comprising an approximate 100' x 2,358' project and disturbance corridor
20160531	Lot 1, Block A, State Farm Section Five, a subdivision in Williamson County, Texas	Corner of Amberglen Boulevard and Brianwick Drive, Austin, Texas; Lot 1, Block A, State Farm Section Five, a subdivision in Williamson County, Texas, according to the map or Plat thereof recorded in Cabinet EE, slide 342-344, of the Plat Records of Williamson County, Texas; Additionally identified as Williamson Central Appraisal District tracts R538935, R538936 and R538937. A property being described as approximately 22.58 acres generally at the southwest corner of Amberglen Boulevard and Briarwick Drive, Austin, Texas 78729.
20160812	Sun City Neighborhoods 83 and 86 and SCS	A project site of approximately 102.952 acres out of the 417.81 acre Burrell Eaves Survey No. 216 and comprising all or part of Williamson County Appraisal District tax parcels R539687 and R012012; nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633

201601102	Sun City Neighborhood 84 and SCS	A project site of approximately 50.23 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising all or part of Williamson County Appraisal District tax parcels R539688 and R012012; nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633
20170301	Chisholm Trail Developers Venture Ltd	A project site of approximately 74.32 acres out of the Curry, D. Survey and comprising Williamson County Appraisal District tax parcels R055139 and R325976; nominal address is 1720 Chisholm Trail Road, Round Rock, Williamson County, Texas; The project is a mixed-use development bounded by Chisholm Trail Road on the east, Old Settlers Parkway on the north and by rail lines (GTRR) on the west.
20170221	Chisholm Trail Developers Venture Ltd	A project site of approximately 57.9 acres out of the Curry, D. Survey and comprising Williamson County Appraisal District tax parcels R055184 and R055183; nominal address is 1901 Chisholm Trail Road, Round Rock, Williamson County, Texas; The project is a mixed-use development bounded by IH 35 (and its west side access road) and Chisholm Trail Road. The two tracts are bisected by Chisholm Parkway.
20170116	Enterprise Crude Pipeline,	That portion of a Midland to Sealy pipeline project beginning at the Williamson/Burnet County line approximately at GPS coordinates 30.731390 N -97.991970 W and comprising a corridor of approximately 100 feet (plus temporary workspaces) by 54.7 miles and terminating approximately at the Williamson/Lee County Line at GPS coordinates 30.421109 N -97.273576 W; The project area comprises an approximate 100' x 54.7 mile impact area of a larger (Midland, Texas to Sealy, Texas) crude pipeline project; i.e., that portion of the larger project that crosses Williamson County. (This description includes those segments – approximately 4628 linear feet – previously covered under the Williamson County HCP participations, those being WCCF file #20160218 and file #2016032)
20170419	Enterprise Crude Pipeline,	The participation under WCCF file number 20170419 comprises only those adjustments or minor realignments to the original participations for the overall project. The entire project area comprises an approximate 100' x 54.7 mile impact area of a larger (Midland, Texas to Sealy, Texas) crude pipeline project; i.e., that portion of the larger project that crosses Williamson County. This description includes those segments previously covered under the Williamson County HCP participations, those being WCCF file #20160218 and file #20160329 and file #20170116 and hereby adjusted under this participation. The total of adjustments total 10.66 acres at 21 specific locations. The net increase above prior participations is 0.63 acres.

20170626	Preparetolearn, LLC; dba the Goddard School at Heritage Oaks	A location South of Avery Ranch Road and East of Pearson Ranch Road, Austin, Williamson County, Texas; A project site of approximately 2.28 acres out of a 58.664 tract, J. Shelton Survey, Williamson County, Texas; being a portion of WCAD parcel reference R329313, namely the most southwesterly 2.28 acres of said WCAD reference tract; a location South of Avery Ranch Road and East of Pearson Ranch Road, Austin, Williamson County, Texas.
20170613	Mint Builders, LLC.	The project is a seven house subdivision located at 309 – 325 Limestone Creek Road (lots 2 through 8), Leander, TX and includes an extension and cul-de-sac for Limestone Creek Road including related utilities and appurtenances; A project site of approximately 8.2 acres out of the Milton Hicks Survey, Abstract No. 287, situated in the City of Leander, Williamson County, Texas being a portion of that certain 10.01 acre tract of land conveyed to 162 Park Ranch Holdings, Ltd. By deed of record in Document No. 2001052195 of the official public records of Williamson County, Texas; AKA Williamson Central Appraisal District tract R346187; nominal addresses being 309 – 325 Limestone Creek Road, Leander, TX 78641
20170119	Cypress Georgetown, L.p. (by Cypress Georgetown, GP, LLC – General Partner)	The project is a retail center including a grocery retail building, a drive through restaurant and a Fuel Station; limits of construction is 479,538 square feet; A project site of approximately 11.063 acres, OAK MEADOWS CORNER SUBDIVISION, Lot 1; Nominal addresses of 5711, 5721, 5725 and 5731 Williams Drive, Georgetown, 78628; Williamson County Appraisal District tract R552971.
20170118	Pulte Homes of Texas, L.P.	A project site of approximately 17.14 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising all or part of Williamson County Appraisal District tax parcel R012012; nominal address is 3231 SH 195, Georgetown, Williamson County, Texas 78633; The project is for an amenity center for the single family residential areas on the northeast portion of Sun City, heretofore known as the Queen tract.
20170710	Pulte Homes of Texas, L.P.	The project is for a single family residential neighborhood with associated utilities; A project site of approximately 24.0 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising a portion of Williamson County Appraisal District tax parcels R012012; nominal (access) address is 3231 SH 195, Georgetown, Williamson County, Texas 78633.
20170320	CSW Wolf LP (formerly Endeavor Real Estate Group LTD)	Approximately 37.21 acres out of the STUBBLEFIELD, C. Survey and comprising all or part of Williamson County Appraisal District tax parcel R574779, Georgetown, Williamson County, Texas 78626

20180212	Presidio II Apartment Investors, LLC	approximately 8.624 acres out of the Rachel Saul Survey Abstract No. 551, Williamson County, Texas; Williamson Central Appraisal District reference tract R562948; AKA PRESIDIO PH 2, Lot 1B; Georgetown, Williamson County, Texas.
20180305	Turtle Rock Condominiums	Approximately 5.242 acres, S11615 – Deer Park – Live Oak – Dominique Sec 2 Amended, Block B, Lot 1, Williamson County, Texas; Williamson Central Appraisal District reference tract R496711
20180308	CSW PAM LLC	Approximately 4.244 acres, S10584 - BROADSTONE AT PARMER, BLOCK A, Lot 2, Williamson County, Texas; Williamson Central Appraisal District reference tract R528027*; nominal physical access address is 800 ANDERSON MILL RD, AUSTIN, TX 78729 (* see WCAD tracts R569024 and 569025)
20180312	Sun City Neighborhood 85 (Pulte Homes of Texas, LP)	Approximately 24.5 acres out of the 340.323 acre Burrell Eaves Survey Abstract No. 216 and comprising a portion of Williamson County Appraisal District tax parcels R554917; Georgetown, Williamson County, Texas 78633
20180314	Three Points	Approximately 45.475 acres more or less (a 26.945 acre tract, a 15.513 acre tract, a 0.35 acre tract, a 0.46 acre tract, and TWO 1.00 acre tracts) out of the John H. Dillard Survey, Abstract No. 179 in Williamson County, Texas; Williamson County, Texas; and comprising all or part of Williamson Central Appraisal District reference tracts R365700, R325397, R032003, R097278, R366986 and R048815; CEDAR PARK, Williamson County, TX 78613
20180517	CSW Georgetown	Approximately 6.079 acres, further identified as AW0558 AW0558, out of the Stubblefield, C. Survey, Williamson County, Texas; Williamson Central Appraisal District reference tract R040700; Georgetown, TX, 78626
20180529	Parmer Ranch Partners, LP	A project site of approximately 454.7 acres, a combination of two tracts out of the Chas H. Delaney Survey, Abstract No. 181 and the Lewis P. Dyches Survey, Abstract No. 171, Williamson County, Texas; located at the intersection of Ronald Reagan Boulevard and Williams Drive (FM 2338), Georgetown, TX
20180613	H4 Georgetown (Hillwood)	Approximately 365.688 acres, a combination of two tracts; an approximate 129± acre tract (west tract) located in the Joseph Thompson Survey, Abstract No. 608; and, a 236± acre tract (east tract) located in the Joseph Thompson Survey, Abstract No. 608 and the Clement Stubblefield Survey, Abstract No. 558; Williamson County, Texas located on both east and west sides of sides of the City of Georgetown right-of-way extension of D.W. Wood Road (aka Southwest Bypass) and comprising all or part of Williamson Central Appraisal District reference tracts R040821, R420728, R534930, R040717, R534928, R526043, R313624, R040756 and R548562.

20180627	RR Campus LP	Approximately 127.8± acres, a combination of two tracts out of the William J. Baker Survey, Abstract No. 64, Williamson, Texas (and a portion of which is in Travis County, Texas and NOT a part of this participation) and comprising all or part of Williamson Central Appraisal District reference tracts R055071, R449714, R499711, R317102, R055075 and R055073;), located northeast of McNeil Drive and Parmer Lane, Austin, Williamson County, TX;
20180925	Lewis Woods, LLC	Approximately 12.237± acres, a combination of two tracts out of the Malcom M. Hornsby Survey No. 69, Abstract No. 281, in Williamson County, Texas and comprising all of Williamson Central Appraisal District reference tract R516425 and R573675; located northwest of the intersection of State Highway 45 and South O'Connor Drive, Austin, Williamson County, Texas
20180927	Sedro Crossing	Approximately 18.56± acres, a combination of four Williamson County Appraisal District tracts in Georgetown, Williamson County, Texas; WCAD tracts R517372, R517373, R571374 and R517375;
20181025	Indigo Ridge Development Partners, LLC	Approximately 126.36 acres, further identified as AW0015, out of the Anderson, W. Survey, Williamson County, Texas; Williamson Central Appraisal District reference tract R031464; Cedar Park, Williamson County, TX.
20181127	GS Lakeline AA Apartments LLC	Aproximately 7.62± acres, further identified as Lakeline Gardens Block A, Lot 1, Austin, Williamson County, Texas; Williamson Central Appraisal District reference tract R056479 (combined tracts R573084 and R573085
20190111	HMNBC Development (Sauls Ranch)	A project site of approximately 40.018 acres of land out of the David Curry Survey, Abstract no. 130 and the E. McDaniel Survey, Abstract no. 441, Williamson County, Texas, AKA Sauls Ranch located northeast of the intersection of Creek Bend Boulevard and Hairy Man Road, Round Rock, Williamson County, Texas; WCAD reference tracts R533967 and R374926.

20190128	SFSG - B&M Global (Patience Phase 1)	Phase I Tract, located at the northern terminus of VP Ranch DriveGeorgetown, Williamson County, Texas: A project site of approximately 363.204± acres of land out of the John Berry Survey, Abstract Number 98, the Bartholomew Manlove Survey, Abstract Number 420, the Israel Sauls Survey, Abstract Number 595, the James C. Bell Survey, Abstract Number 87, the Robert Milby Survey, Abstract Number 459, the Daniel Medlock Survey, Abstract Number 839, the W.E. Pate Survey, Abstract Number 836, and the Samuel Campbell Survey, Abstract Number 157, and all situated in Williamson County and further described in called tracts (such description to be a part of any subsequent Participation Agreement); and located at the northern terminus of VP Ranch Drive, Williamson County, Texas; WCAD reference tracts R031529, R031741, R032267, R032352, R032362, R032382, R032386, R032387, R513874, R573563, R0573565, and R573567.
20190306	Highland Village Phase 1	A project site of approximately 68.29± acres of land out of the Lewis P. Dyches Survey No. 171, Williamson County, Texas; located at the northwest corner of Ronald Reagan Blvd. and CR 245; Williamson Central Appraisal District reference tracts R502838 and R576106
20190307	Highland Village Phase 2	A project site of approximately 123.70± acres of land situated in the Lewis P. Dyches Survey No. 171, Williamson County, Texas; of the total tract approximately 30.79± acres is in the Edwards Limestone geological karst zone; located at the southwest corner of Ronald Reagan Blvd. and CR 245; aka (and included with) 8400 FM 2338, Georgetown, TX; Williamson Central Appraisal District reference tracts R039206, R384085 and R495796.
20190308	Reserve at Wyoming Springs	A project site of approximately 37.58± acres of land situated in the Jacob M. Harrell Survey No. 284, Williamson County, Texas; located northwest of the intersection of Wyoming Springs Drive and Smyers Lane, Round Rock, Texas; Williamson Central Appraisal District reference tract R327569
20190312	Presidio III	A project site of approximately 8.541± acres of land out of a larger 68.011 acre tract, R. Saul Survey AW0551, nominal address being 13460 Lyndhurst St., Austin, Williamson County, Texas; the parent tract being Williamson Central Appraisal District reference tract R376662 and being identified as per the attached graphic
20190313	Presidio IV	A project site of approximately 5.117± acres of land out of a larger 68.011 acre tract, R. Saul Survey AW0551, nominal address being 10520 Lakeline Mall Drive., Austin, Williamson County, Texas; the parent tract being Williamson Central Appraisal District reference tract R376662.



20190501	Somerset - SC Neighborhood 68	A project site of approximately 36.12 acres out of the Fredrick Foy Survey No. 229 and comprising Williamson County Appraisal District tax parcels R388466 and R039471; located approximately 0.39 miles southeast of the intersection of Ronald Reagan Blvd. and CR 245 in the ETJ of Georgetown, Williamson County, Texas
20190508	Austin Auro, GP, LLC	A project site of approximately 50.105 acres out of the J.M. Harrell Survey No. 284, located north and east of the intersection of County Road 172 and FM 1325, Austin, Williamson County, Texas; comprising Williamson Central Appraisal District reference tracts R432506, R055636, R409307 and R522125
20190625	Clear Creek Ranch, Brohn Homes	A project site of approximately 25.729± acres of land (out of two tracts being 22.728± acres and 3.001± acres respectively; to be described in subsequent documents); nominal address being 2511 Sam Bass Road, Round Rock and 3 Tiffany Trail, Round Rock, Williamson County, Texas; the tracts being Williamson Central Appraisal District reference tracts R055160, R055221 and R055222
20190702	RiversideCA 17, LTD	A project site comprising an approximate 16.876 acre tract out of the John H. Dillard Survey, Abstract No. 179 and being a remainder of a 971.30 acre tract; and being described by metes and bounds; Document No. 2002005532 in official public records of Williamson County, Texas; Williamson Central Appraisal District tract R539878
20190703	RiversideCA 58, LTD	A project site comprising an approximate 53.295± acre tract out of the John H. Dillard Survey, Abstract No. 179 and being a remainder of a 971.30 acre tract; and being described by metes and bounds; Document No. 2002005532 in official public records of Williamson County, Texas; Williamson Central Appraisal District tract R539949
20190705	RR Whitestone, LP	A project site comprising an approximate 94.889± acre tract out of the John H. Dillard Survey, Abstract No. 179 and being a remainder of a 971.30 acre tract; and being described by metes and bounds; Survey Numbers 2007030948, 2007030951, 2008026486, and 2008048551 in the public records of Williamson County, Texas; Williamson Central Appraisal District tract R327186
20190722	Pearson Ranch West	A project site of approximately 155.792± acres out of the Rachel Saul Survey, Abstract No. 551 and the Thomas P. Davy Survey, Abstract No. 169 in Williamson County, Texas; being all of a 63.627 acre tract described in Document Nos. 2017006799, 2017006800, 2017006801, 2017006802 and 2017006803 of the official public records of Williamson County, Texas, as well as a portion of a 45.14 acre tract described in Volume 667, Page 315 and a portion of a 295.73 acre tract and all of a 1.000 acre tract to be described in Volume 1844, Page 392, both of the deed records of Williamson County, Texas; nominal address being 14320 Rm 620, Austin, Williamson County, Texas; the tracts being Williamson Central Appraisal District reference tracts R324288, R330616, R324291, R324289, R324292, R056515, R351046, R355497 and R328968.

20190801	CWS Brushy MF, LP	A project site comprising an approximate 10.723± acre tract out of the Thomas P. Davy Survey, Abstract No. 169 in the public records of Williamson County, Texas; nominal addresses are 15218 RM 620, Austin, Williamson County, TX 78717 and 15230 RM 620, Austin, Williamson County, TX 78717; Williamson Central Appraisal District tracts R311034, R055272, R055278, R055279, R055280 and R055281
20190903	Summit West (Novak)	A project site of approximately 10.62± acres being a part of RIVERY PARK 2 (BLK B AMD), BLOCK B, Lot 3 and RIVERY PARK 2 (BLK B AMD), BLOCK B, Lot 4, Georgetown, Williamson County, Texas; nominal addresses are (respectively) 1515 Rivery Blvd., Georgetown, and 1531 Rivery Blvd., Georgetown, and comprising Williamson Central Appraisal District reference tracts R471561 and R471562
20191021	Lost Woods, M-I Homes	A project site comprising three (3) tracts totaling approximately 69.15± acres out of the Anastasha Carr Survey, Abstract No. 122, and further described by metes and bounds; nominal address(es) being 2746 and 2750 CR 175 and 3958 Journey Parkway, Leander, Williamson County, Texas; Williamson Central Appraisal District Tracts R031570, R031573 and R031874
20191108	Central West Development	A project site of approximately 2.3 acres, Reata East, BLOCK B, Lot 3, nominal address being 3105 NORTHWEST BLVD, GEORGETOWN, TX 78628, Williamson County, Texas; comprising Williamson Central Appraisal District reference tracts R099120
20191206	JCI Residential	A project site of approximately 97.21± acres out of the Samuel Damon League, Abstract No. 179 and in the Rachael Saul League, Abstract No. 551, Williamson County, Texas being a portion of a called 789.508 acre tract of land described in deed to the State of Texas, State Department of Highways and Public Transportation, recorded in Volume 1723, Page 855 of Deed Records of Williamson County and being all of a called 97.24 acre tract of land described as Tract 01, as shown in a survey by Vickrey & Associates, Inc. date February 17, 2018 and further described by metes and bounds; also referenced as Williamson Central Appraisal District reference tract R587361
20200106	HM Parkside	A project site of approximately 58.949± acres in two tracts out of the I & GH RR Survey, Abstract No 744, Key West Irrigation Co. Survey No. 711 and J.D. Johns Survey, Abstract No. 744, Williamson County, Texas; and the Key West Irrig. Co. Sur., the I & G.N.R.R. CO. SUR., and JOHNS, J.D. SUR. & PATE, W.E. SUR. & MEDLOCK, D. SUR; WCAD reference tracts R489462 and R500984; working name – Parkside on the River, Phase 1A; WCCF file #2020106

20200110	M2E3 LLC	Beginning approximately at GPS Coordinate (Lat: 30.753435 Long: -97.980263) on the Williamson/Burnet County Line and traversing an approximate distance of 25.6 miles and ending at GPS Coordinate (Lat: 30.754333 Long: -97.633983) at Interstate Highway 35 in north-central Williamson County. The route comprises a 50-foot permanent and 60-foot temporary (for a total 110-foot-wide corridor) including additional temporary work and construction/staging areas. Detailed routing information and appraisal district tax parcels will be a part of the Participation Agreement for this project. The WCCF File Number is WCCF 20200110.
20200117	Aura Avery Ranch	A project site of approximately 15.994± acres out of the AW0170 - Damon, S. Sur., located north and east of the intersection of US 183A and Avery Ranch Blvd, Austin, Williamson County, Texas; nominal address is 13100 Avery Ranch Blvd., Austin, 78714; comprising Williamson Central Appraisal District reference tract R494728; WCCF file #20200117.
20200214	CA 17 Church Tract	NOT ENROLLED
20200316	y Creek (Georgetown) ASLI IX,	A project site comprising approximately 316.203± acres out of the Eaves, B. Survey, Williamson County, Texas; nominal address being 2451 Highway 195, Georgetown, Texas 78633; and comprising Williamson Central Appraisal District tracts R517969, R012043, R012040, R506884, R577943 and R576401; WCCF file #20200316.
20200424	Wolf Lakes Village	A project site of approximately 163.46± acres located northwest of the intersection of SH 29 and Interstate Highway 35, Georgetown, Williamson County, Texas and being described by metes-and-bounds and incorporating thirty-three (33) Williamson Central Appraisal District identified parcels; WCCF file #2020106.
20200728	Parkside on the River	A project site of approximately 272.51± acres in three tracts out of the Thompson, J. Sur, Survey 608; reference tracts are R040816, R472557 and R505989; working name – Parkside on the River, Phase 2; nominal address is 4900 FM 2243 OR 4200 Leander Road, Georgetown, TX; WCCF file #2020728.
20200928	Milestone Community Builders	A project site of approximately 7.19± represented by Williamson Central Appraisal Tract number R036595; legal description S4052 – Marks Place. Lot D & E. Acres 7.19; a project of residential units; nominal address is 900 W PARK ST, CEDAR PARK, TX 78613; WCCF file #2020928.
20201002	Canyons at HCH Ranch	A project site of approximately 364.2± acres represented by Williamson Central Appraisal Tract numbers R324070, R346129, R039184, R041007 and R343745; legal description is tracts from the Casanova Survey, Abstract No. 128; W.A. Turner Survey, Abstract No. 607, and the R. Baker Abstract Survey, No. 824; nominal address is FM 3405, GEORGETOWN, TX 78633, Georgetown, TX 78633 and the tracts are bounded on the south by FM 3405 and on the west by South County Road 289; WCCF file #20201002.

20201201	Ultimate Construction	A project site of approximately 17.3± acres represented by Williamson Central Appraisal Tract number R032337; legal description is 17.302 acres out of the Abner Smith Survey, Abstract Number 599, being the remaining portion of a called 17.755 acre tract of land conveyed to Paul W. Kelley and Wife, Rita S. Kelley, as recorded in volume 855, page 701 of the deed records of Williamson County, Texas; nominal address is CR 264, LEANDER, TX 78641 and fronts CR 264 between 141 and 251 CR 264; the tract is bounded on the north by the Reagans Overlook Phase I; WCCF file #20201201.
20210118	Broadstone	A project site of approximately 12.249± acres, being out of a called 357.553 acre tract of land, Doc. 2019008206, OPRBC, TX; and being a portion of the William Mansil Survey, Abstract No. 437, City of Leander, Williamson County, Texas; further noted as being part of Williamson Central Appraisal District tracts R032214 and R485834; nominal address is as described by metes and bounds in a represented by Williamson Central Appraisal Tract numbers R600081; legal description is AW0490 - Porter, A.h. Survey; nominal address is HIGHWAY 183, LEANDER, TX 78641; WCCF file #20210118.
20210222	Texas Childrens Hospital	A project site of approximately 24.453± acres, described by metes and bounds, out of a called 128.71 acre tract of land, Doc. 2014063843, being a portion of the Rachel Saul Survey, Abstract No. 551, Williamson County, Texas; further noted as being Williamson Central Appraisal District tracts R590476; nominal address is 10520 LAKELINE MALL DR, AUSTIN, WILLIAMSON COUNTY, TX 78717; WCCF file #20210222.
20210316	St. Julians Church	A project site of approximately 8.621± acres, described by metes and bounds, out of a called 590.017± acre tract of land, Document 2002014102 of John H. Dillard League Abstract 179, Williamson County, Texas; further noted as being Williamson Central Appraisal District tracts R341587 and R52218; nominal address is Brushy Creek Road, Cedar Park, WILLIAMSON COUNTY, TX 78613; WCCF file #20210316.
20210527	Airport T&C	A project site of ±21.694 acres northeast of the intersection of Northwest Blvd and Lakeway Drive as tax parcel R583644 in the Williamson County Appraisal District
20210820	MI Homes Lakeline/Leander	A project site comprising an approximate 26.3± acres lying within the Moses S. Hornsby Survey, Abstract 292, City of Leander, Williamson County, Texas and being a portion a called 30.05 acre tract conveyed to Robyn Summerlin et al in probate deeds in Document No. 2017089223-226 and described in Vol. 952, pg. 333 Official Public Records of Williamson County, Texas. WCAD Parcel ID R032160

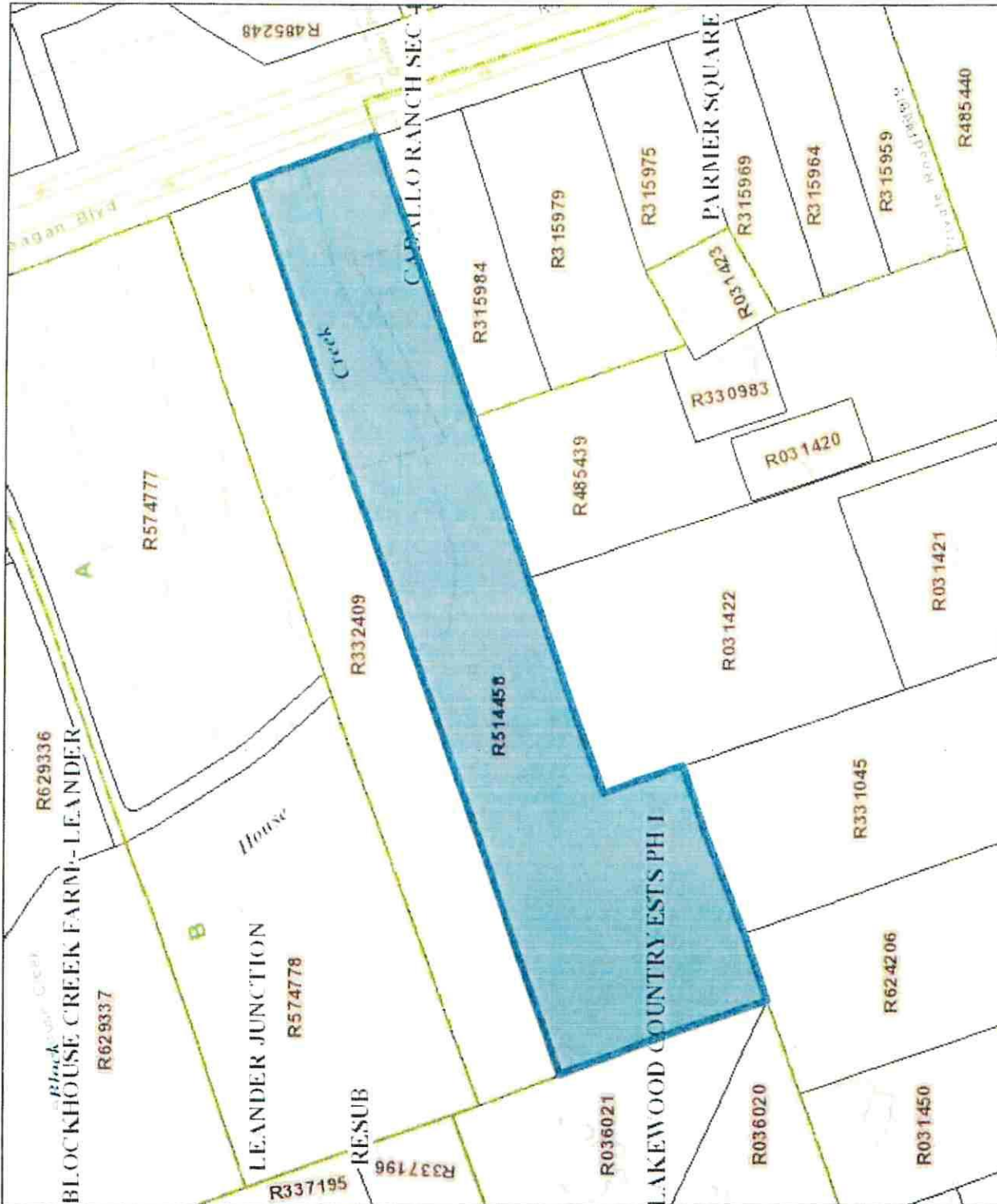
20211008	Capstone Campus	A project site comprising an approximate 38.6± acres from parcels R055071, R055470, R056158, and R055075 as an extension of the existing Apple Inc. Capstone Campus described in metes and bounds with a portion of a tract for a substation north of the Williamson-Travis County line.
20211015	GT 2801 Shadow Canyon Storage	A project site of ±3.98 acres at 2801 West University Avenue at the southwest corner of the intersection of W. University Avenue and River Terrace Drive in Georgetown, TX WCAD Parcels R494956 and a portion of R508384.
20211018	Park Place at Old Mill	A project site of ±13.50 acres at the end of Old Mill Road in Cedar Park, Williamson County, Texas. WCAD Parcel ID #R347505
20211027	CWS Pearson Ranch	A project site of ±12.00 out of the Thomas P. Davy Survey No. 3, Abstract No, 169 & James Shelton Survey, Abstract No. 55. As described in metes and bounds on Pearson Ranch Road WCAD Parcels R555378, R601369 and R324294.
20211201	JDS RR LLC Benton Tract	Phase 1-1 and 1-2 of the proposed development on the Benton Tract, WCAD Parcels R335955, R010295, R338977, and R010033.
20211222	Loram Technologies	A project site of ±24.36 acres from the AW0180 - Dyches, L.j. Survey, tax parcel R613807.
20220210	Heights at San Gabriel	A project site of ±104 acres of the AW0178 DONAGAN. I. SUR., G80TR - Georgetown Transitional, West of IH35, WCAD tax ID parcels R039220, R331173, and 2021162143.
20220224	DH Holdings	A project site of approximately 4.56± acres located at 6830 West State Highway 29, Georgetown, Williamson County, Texas, WCAD Parcel R021680.
20220406	Parkside on the River - Phase 3	A project site of ±171.334 acres in the I&GN RR CO Survey Abstract No 744 out of JD Johns Survey Abstract No 365, WCAD tax parcels R489462; R492968; R500988; R497210; R497209; R497208; R497207; R497206; Parkside on the River Phase 3
20220407	Parkside Peninsula	A project site of ±62.048 acres out of John T Church Survey Abstract No. 140, WCAD tax parcels R031737 and R604240; Parkside Peninsula
20220419	Riverstone Bagwell	A project site of ±57.47 acres from the AW0178 - Donagan, I. Survey, tax parcels R430211, R331896, R337379, and R331172.
20220802	Bridge Tower Round Rock	A 8.5± acre project site at 3690 Stone Oak Drive and adjacent lot from the AW0212 Evans E. Survey, Round Rock, Williamson County, Texas, WCAD parcels R427330 and R346033.
20220909	LSMA Georgetown LLC - Woodfield Preserve	A project site of ±211.242 acres out of Roberts, Wm Survey Abstract No. 524, WCAD tax parcels R525329, R502888, R511436, R485081, R511437, R511438, R516416, R539717, R319283, R549022, R556900, R566901, R584461; Woodfield Preserve Phases 1, 2, 3, 6, & 7
20220920	Milestone Sauls Ranch - Phase 1	A project site of approximately 48.514 acres representing phase 1 of the proposed development on the Sauls Ranch East Tract, WCAD Parcels R319299, R056320, and R374927.

20220628	Lenox Hill Townhomes	A project site of ±16.427 acres from the AW0003 - Campbell, W. Survey, tax parcel R514458.
20230206	Sauls Ranch East - Phase 2	A project site of approximately 31.99 acres representing phase 2 of the proposed development on the Sauls Ranch East Tract, WCAD Parcels R319299, R056320, and R374927.
202304111	Somerset Hills - Phase 5 East	A project site of ±98.56 acres out of Abstract S13085 Somerset Hills Parcel 5, WCAD tax parcels R638865 and R638866; Somerset Hills Phase 5 East
202304112	Somerset Hills - Phase 5 West	A project site of ±35.76 acres out of Abstract S13085 Somerset Hills Parcel 5, WCAD tax parcels R638862, R638863 and R638864; Somerset Hills Phase 5 West
202304113	Somerset Hills - Phase 6 & 7	A project site of ±133.08 acres out of Foy, F. Survey Abstract AW0229, WCAD tax parcels R039473, R372454, and R505405
20230621	Chapman Tract Update	An approximate 180.55-acre tract located at 4501 Highway 29, Georgetown, Williamson County, Texas; out of the Donagan, I. Survey; Williamson County Appraisal District reference numbers R539227, R039244, R539629, and R351054

# WCCF 20220628 Lenox Hills Townhomes

## Legend

- County Boundary
- Subdivision
- Tax Parcel



This map is a user-generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

WCCF 20220628  
Web Print: 01/06/2023



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 **Project Area**

 **Parcels**

1:9,028

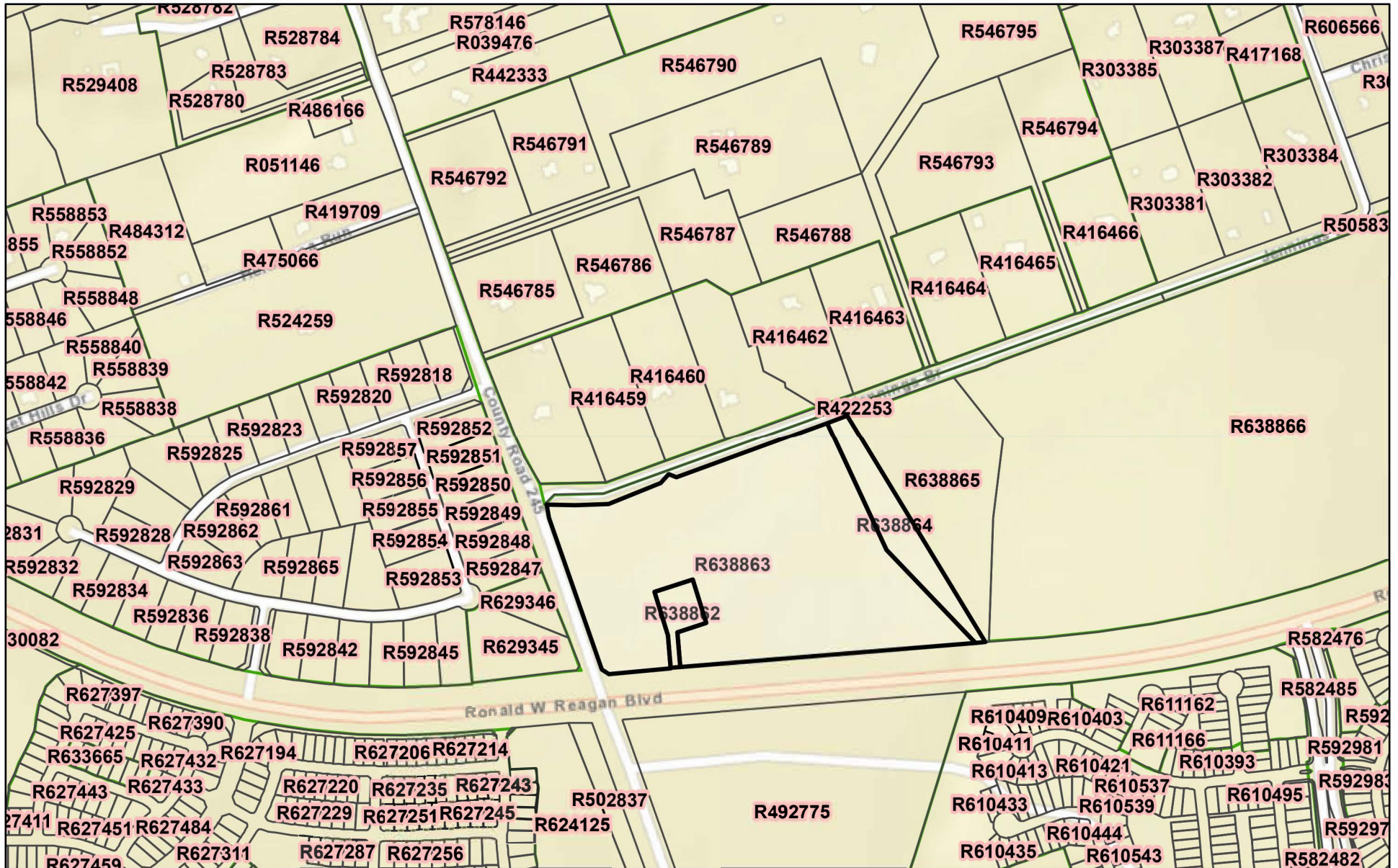
0 0.05 0.1 0.2 mi

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of Williamson, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA,



# WCCF 202304112 Somerset Phase 5 West

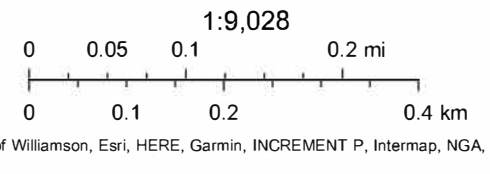


6/7/2023, 4:30:46 PM

 Project Area

 Parcels

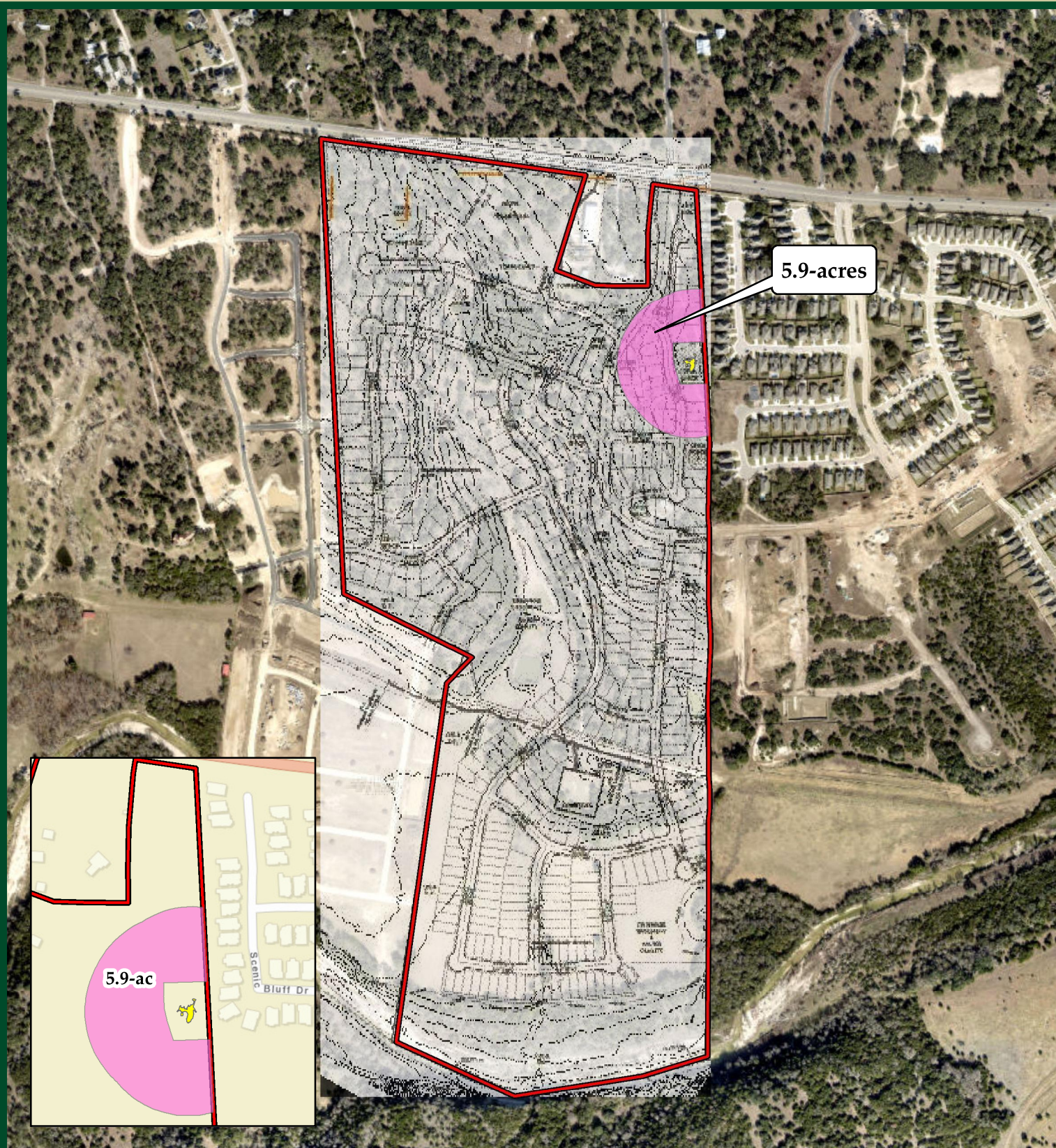
 Subdivision Boundaries



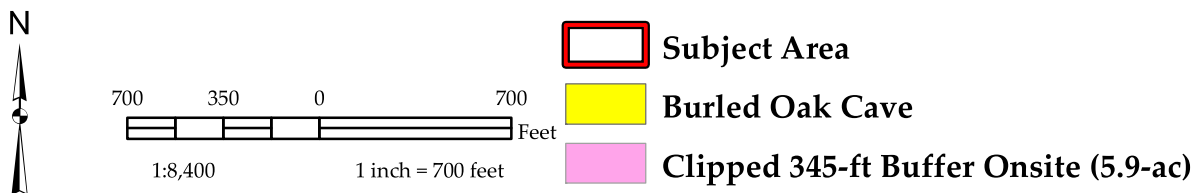


Williamson Central Appraisal District  
City of Round Rock GIS/IT Department | County of Williamson, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS |



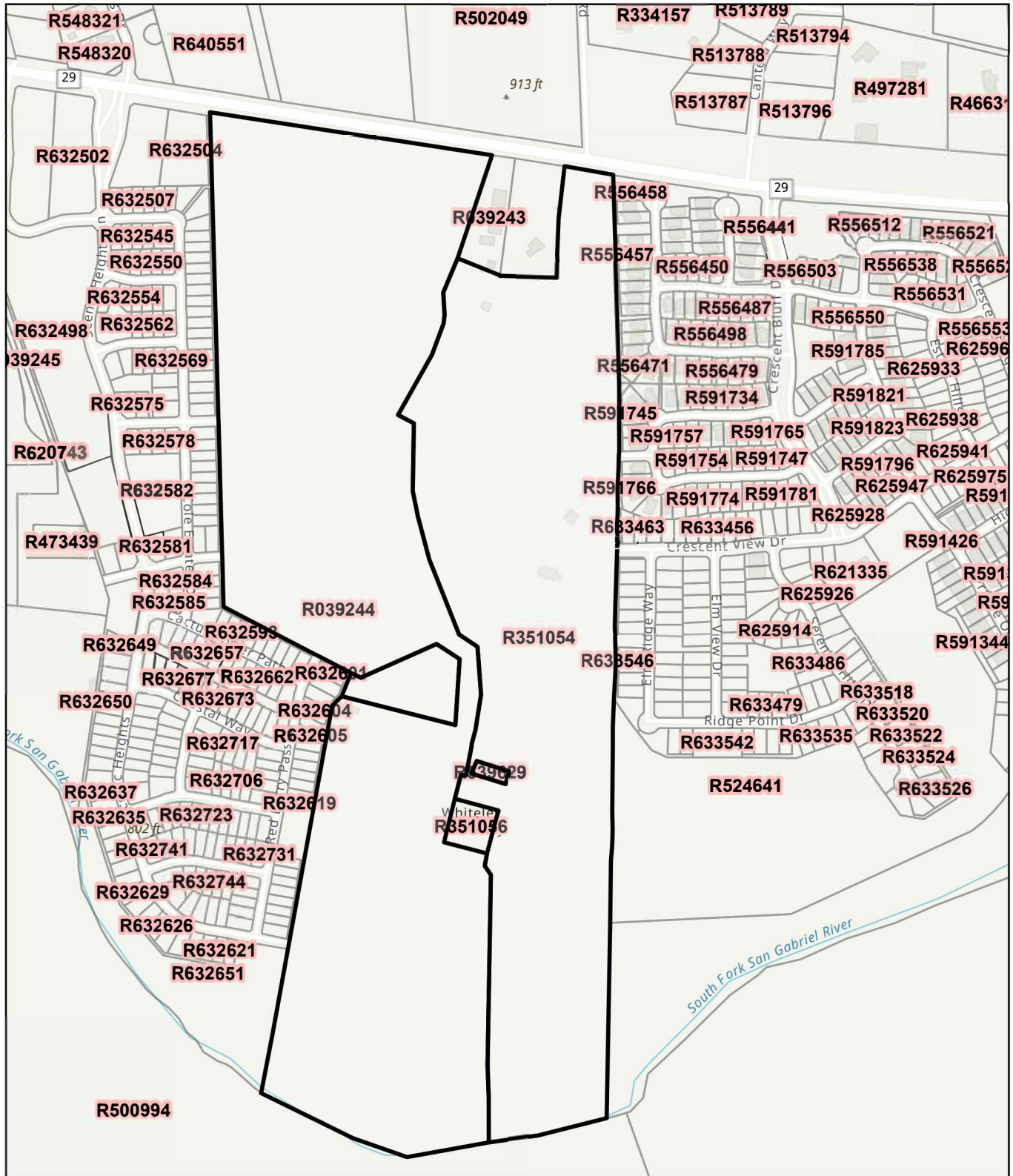


This map is intended for planning purposes only. All map data should be considered preliminary. All boundaries and designations are subject to confirmation.





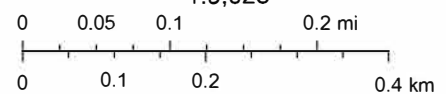
## WCCF 20230621 Chapman Tract Update



8/3/2023, 10:13:34 AM

**Project Area**

1:9,028



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Williamson Central Appraisal District

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**Commissioners Court - Regular Session****38.****Meeting Date:** 02/06/2024

Criminal Justice Division General Victim Assistance Program Grant for County Sheriff

**Submitted For:** Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to apply for the Criminal Justice Division General Victim Assistance Program grant.

**Background**

The Sheriff's Office is seeking to apply for the General Victim Assistance Program grant through the Office of the Governor's Criminal Justice Division. The project dates are October 1, 2024 through September 30, 2025. This grant will provide the following for the Sheriff's Office Victim Assistance Unit: registration and travel costs for the Victim Assistance Unit to attend conferences and trainings; updating our family counseling room; direct financial crisis resources such as providing emergency food, transportation, clothing; office equipment including one laptop and a desktop computer; one office desk, three office chairs, printing and translating and presentation materials for community awareness.

The total amount of the grant is approximately \$44,000 with \$35,200 being requested from the OOG and a required 20% match of \$8,800.00. The match will be entirely met through the existing Victim Assistance Coordinator salary. No additional match will be required. The Office of the Governor requires each applicant to submit a signed CEO/Law Enforcement Certifications and Assurances Form as well as a resolution to be approved by the governing body, naming the authorized official with signatory authority.

Staff recommends the following action: Approve the Sheriff's Office to apply for the General Victim Assistance Program grant through the Office of the Governor's Criminal Justice Division and approve appropriate County department personnel to complete documentation relevant to the implementation of the grant.

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**Fiscal Impact**

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

Grant Management Request

CEO/Law Enforcement Cert &amp; Assurances Form

Resolution

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 01/31/2024

**Reviewed By**

Becky Pruitt

**Date**

01/31/2024 09:36 AM

Started On: 01/30/2024 04:41 PM

Grant Title/Project Name:	Williamson County Sheriff's Office Victim Assistance Unit
Department:	Williamson County Sheriff's Office
Requestor:	Judy Velazquez
Contact Email:	judy.velazquez@wilco.org
Contact Phone Number:	512-943-1375
Start Date:	10/1/2024
End Date:	9/30/2025
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	The grant will support the cost of training, updating our family counseling room, providing direct finances to individuals for immediate crisis services, and printing costs.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	\$44,000.00
Please provide a breakdown of the total cost above.	This grant will provide the following for the Sheriff's Office Victim Assistance Unit with approximate pending final budget: registration and travel costs for the Victim Assistance Unit to attend conferences and trainings (\$10,000); updating our family counseling room (2,000); direct financial crises resources such as providing emergency food (\$10,000); and updating our office supplies such as one laptop and a desktop computer (\$2,500), desk and chairs (\$3,500) printing and translating (\$6,200), and presentation materials for community awareness (\$1,000).
Is there a match requirement?	Yes
What is the source of the match?	Per approval from the Auditor's Office, The match will be met through the existing Victim Assistance Coordinator salary. No additional match will be required.
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	N/A
How is this asset request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	These are items that the unit currently does not have or need to be replaced or updated.
How often do these events occur?	N/A
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is	N/A

required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	All items will be stored in victim assistance office areas
What is the useful life of the asset?	The computer and laptop life span is estimated to be 5 years
Will a replacement be requested from general funds when useful life has been exhausted?	Yes
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	no
Does this asset require insurance coverage?	No
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	normal upkeep to the desktop and laptop computer
How will this asset be funded when the grant ends?	Additional grant funding will be pursued. If funding is not secured through grants, requests will be made through the normal budget process. This would only be for printing materials.
What is the impact if the grant is not received?	N/A
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	



How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	normal upkeep to the desktop and laptop computer
What is the impact of this grant application on other internal/county departments?	Approximately 4 hours for Information Technology Services to obtain quotes and install all equipment. Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	8800.00
Please identify any known decrease in funding at this time.	n/a
Is this a new program to your department/office?	No
Please provide data points to be collected to show program success	
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	

ID	122
Version	16.0
Attachments	False
Created	1/26/2024 10:47 AM
Created By	Judy Velazquez
Modified	1/30/2024 4:03 PM
Modified By	Judy Velazquez



**Office of the Governor  
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form**

<b>Entity Name:</b> Williamson County	<b>Date:</b>
<b>Agency/Department Name:</b> Williamson County Sheriff's Office	
<b>Name of Chief Executive Officer:</b> Judge Bill Gravell, Jr.	
<b>Name of Head of Law Enforcement Agency:</b> Sheriff Mike Gleason	

**Certification Required by CEO and Head of Law Enforcement Agency**

In our respective capacities as chief executive officer of Williamson County ("Grantee") and as head of Williamson County Sheriff's Office ("Agency"), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2025 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

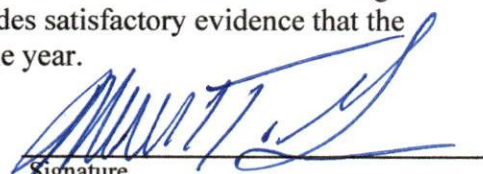
We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2025 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

\_\_\_\_\_  
Signature  
Chief Executive Officer for Grantee

  
\_\_\_\_\_  
Signature  
Head of Agency

## IN THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

**WHEREAS**, The Williamson County Commissioners Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Sheriff's Office Victim Assistance Unit be operated for the fiscal year 2025; and

**WHEREAS**, Williamson County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Criminal Justice Division General Victim Assistance Grant Program grant application; and

**WHEREAS**, Williamson County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Williamson County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, Williamson County Commissioners Court designates the Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that Williamson County Commissioners Court approves submission of the grant application for the Williamson County Sheriff's Office Victim Assistance Unit to the Office of the Governor.

Resolved this 6th of February 2024.

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Williamson County Judge

**Commissioners Court - Regular Session****39.****Meeting Date:** 02/06/2024

Approval of Contract for Construction for Resurfacing Courts at SWRP with Hellas Construction, Inc for Parks Department

**Submitted For:** Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the Contract for Construction #2024118 with Hellas Construction, Inc. for the Southwest Williamson County Regional Park's Tennis, Pickleball, and Basketball Courts resurfacing for the Parks Department in the amount of \$224,416.50 pursuant to Sourcewell Contract #031622-HLC, and authorize execution of the agreement.

**Background**

The Contract for Construction attached between Williamson County and Hellas Construction, Inc. relates to the resurfacing of the tennis, basketball, and pickleball courts at the Southwest Williamson County Regional Park. The total proposal for resurfacing is \$221,100.00, noting an addition of 1.5% (\$3,316.50) is to be added for bonds, if required. Per the agreement, bonds are required and the total amount of \$224,416.50 is outlined in the agreement. Funding Source is 01.0100.3103.004510. Point of contact is Keith Geer.

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**Fiscal Impact**

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

Agreement

Form 1295 - Hellas Construction

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 02/01/2024

**Reviewed By**

Joy Simonton

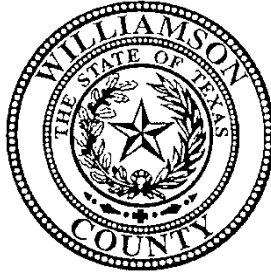
Becky Pruitt

**Date**

02/01/2024 09:52 AM

02/01/2024 10:58 AM

Started On: 01/30/2024 08:45 AM



## **Agreement for Construction Services**

### **(Cooperative Contract 031622-HLC)**

This Agreement (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and Hellas Construction, Inc. (“Contractor”) is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor for the construction of Williamson County SW Regional Park’s Tennis, Pickleball and Basketball Courts (hereinafter called the “Project”). 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 Project, or any phase of the Project, in accordance with the Owner’s requirements and the terms of this Agreement (hereinafter collectively referred to as the “Work”).

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Two Hundred Twenty-Four Thousand, Four Hundred Sixteen Dollars and Fifty Cents (\$224,416.50)** 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 plans and specifications attached hereto as **Exhibit “A”**, as well as any revisions made thereto.

#### **ARTICLE 4 CONTRACT TIME:**

**4.1** Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **one hundred and fifty (150) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

#### **4.2 Liquidated Damages.**

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has

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

- 4.2.1** Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Two Hundred Fifty Dollars (\$250) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.
- 4.2.2** Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1<sup>st</sup>) business day** after such amounts are demanded.
- 4.2.3** Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time.

## **ARTICLE 5 PAYMENT:**

### **5.1 Schedule Of Values**

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### **5.2 Applications For Payment**

- 5.2.1** Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application

shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

**5.2.1.1** Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

**5.2.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

**5.2.1.3** If requested by Owner or required elsewhere in the Agreement, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

- a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
- b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
- c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars (\$5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
- d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and
- e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

**5.2.2** Unless otherwise provided in the Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation



in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**5.2.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

**5.2.3.1** The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this paragraph), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

**5.2.3.2** The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify Owner.

**5.2.3.3** Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

**5.2.3.4** For purposes of Texas Government Code, §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

### **5.3 Certificates For Payment**

**5.3.1** The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner's

reasons for withholding certification in whole or in part as provided.

- 5.3.2** The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

#### **5.4 Decisions To Withhold Certification**

- 5.4.1** The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:

**5.4.1.1** defective Work not remedied;

**5.4.1.2** third party claims filed or reasonable evidence indicating probable filing of such claims;

**5.4.1.3** failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;

**5.4.1.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

**5.4.1.5** damage to the Owner or a separate contractor;

**5.4.1.6** failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

**5.4.1.7** failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);

**5.4.1.8** failure to include sufficient documentation to support the amount of payment

requested for the Project;

**5.4.1.9** failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Agreement; or

**5.4.1.10** repeated failure to carry out the Work in accordance with the Agreement.

**5.4.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

## **5.5 Progress Payments**

**5.5.1** The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

**5.5.2** The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in a similar manner.

**5.5.3** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact subcontractors to ascertain whether they have been properly paid. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

**5.5.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Agreement.

## **5.6 Failure Of Payment**

**5.6.1** If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.

**5.6.2** If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an

absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

## **5.7 Substantial Completion**

- 5.7.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.
- 5.7.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.
- 5.7.3** Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.
- 5.7.4** When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- 5.7.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall

make payment of retainage.

## **5.8 Partial Occupancy or Use**

- 5.8.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
- 5.8.2** Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- 5.8.3** Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

## **5.9 Final Completion and Final Payment**

- 5.9.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.
- 5.9.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing

payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

- 5.9.3** Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

**6.1** Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

**6.5 Insurance.** 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. 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. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

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

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
.3	Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
	COVERAGE	PER OCCURRENCE
	Commercial General Liability (including premises, completed operations and contractual)	\$1,000,000
	Aggregate policy limits:	\$2,000,000
.4	Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):	
	COVERAGE	PER PERSON PER OCCURRENCE
	Bodily injury (including death)	\$1,000,000 \$1,000,000
	Property damage	\$1,000,000 \$1,000,000
	Aggregate policy limits	No aggregate limit
.5	Builder's Risk Insurance (all-risks)	
	An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional	

insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
  - b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions, if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
- .6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
- .7 Umbrella coverage in the amount of not less than \$5,000,000.

#### **6.5.2 Workers' Compensation Insurance Coverage:**

1. Definitions:
  - (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
  - (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
  - (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
  - (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project.



"Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
  - (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
  - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all

employees of the person providing services on the Project, for the duration of the Project;

(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and

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

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

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

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

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

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

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

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

- 6.5.5 The Owner (“Williamson County, Texas”), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
- 6.5.6** The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor’s bid bond.
- 6.5.7** Owner reserves the right to review the insurance requirements set forth herein during 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.
- 6.5.8** 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 policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- 6.5.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor’s insurance must be declared and approved in writing by Owner in advance.
- 6.5.10** Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **ARTICLE 7 INDEMNITY:**

**7.1 INDEMNIFICATION - 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") 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 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 PROJECT 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 COMPARATIVE OR CONCURRENT NEGLIGENCE OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, 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 PART BY A PARTY INDEMNIFIED HEREUNDER.

**7.2** 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 claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 8 WARRANTY:**

**8.1** 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.

**8.2** Contractor shall provide warranty services for the Work for a **full twelve (12) months** 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 9 PREVAILING WAGE RATE:**

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

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

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

**9.2 Prevailing Wage Schedule.** Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the “Prevailing Wage Schedule”). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

**9.3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to provisions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and

occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

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

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

**9.6 Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

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

release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

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

## **ARTICLE 10 BONDS:**

**10.1 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 and the requirements set forth in the Agreement.

**10.2 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 and the requirements set forth in the Agreement.

**10.3 Warranty Bond.** Upon Final Completion, 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 the Agreement.

## **ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT:**

### **11.1 Termination by Contractor**

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

- 11.1.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 11.1.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- 11.1.3** Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or
- 11.1.4** If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

## **11.2 Termination by the Owner for Cause**

### **11.2.1 The Owner may terminate the Agreement if the Contractor:**

- 11.2.1.1** Fails to commence the Work in accordance with the provisions of the Agreement;
- 11.2.1.2** Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
- 11.2.1.3** Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
- 11.2.1.4** Fails to perform any of its obligations under the Agreement;
- 11.2.1.5** Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
- 11.2.1.6** Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
- 11.2.1.7** Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
- 11.2.1.8** Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

**11.2.2** When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**11.2.3** When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

**11.2.4** If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.



### **11.3 Suspension by the Owner for Convenience**

**11.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**11.3.2** The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

**11.3.2.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

**11.3.2.2** that an equitable adjustment is made or denied under another provision of the Agreement.

### **11.4 Termination by the Owner for Convenience**

**11.4.1** The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

**11.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

**11.4.2.1** Cease operations as directed by the Owner in the notice;

**11.4.2.2** Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**11.4.2.3** Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**11.4.3** Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

## **ARTICLE 12 MISCELLANEOUS PROVISIONS:**

**12.1 Interest and Late Payments.** 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.

**12.2 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.

**12.3 Assignment.** 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.

**12.4 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 Project 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.

**12.5 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**12.6 Notices.** All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

**12.7 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.

**12.8 Relationship of the Parties.** Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**12.9 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.

**12.10 No Waiver of Sovereign Immunity.** Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

**12.11 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.

**12.12 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.

**12.13 Entire Agreement & Incorporated Documents; Conflicting Terms.** This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #031622-HLC; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #031622-HLC; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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.

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

Hellas Construction, Inc.

By: Tyler J Pufahl

Printed Name: Tyler Pufahl

Title: Chief Estimator

Date: 01/31/2024

## **Exhibit “A”**

### **Plans and Specifications**

#### **General Conditions**

Contractor will:

1. Provide Project Supervision and Mobilization.
2. Provide, prior to construction, all required submittals and a Certificate of Insurance, Payment Bond, Performance Bond pursuant to the Agreement.
3. Upon achieving Substantial Completion, provide a Maintenance Bond pursuant to the Agreement.
3. Provide final punch-out and clean-up of the completed Project.

#### **Scope of Work**

The Scope of Work shall include the following:

*Court Surfacing (103,676 SF)*

Contractor will:

1. Clean off each court with a pressure washer and blower to remove all dirt and debris and acid wash the existing surface. All bird baths will be patched with TPS 5000® Rhinofill crack filler.
2. Apply one (1) coat of TPS 5000® Acrylic Surface at a rate of 0.7 gal/SY. Silica sand shall be mixed to achieve a medium to slow ball speed.
3. Apply two (2) coats of TPS 5000® Fortified Acrylic Color Coating.
4. Layout and paint 2” wide lines using Line Tape Sealer as a primer coat to ensure razor sharp edges. Paint shall be TPS 5000® White Line Paint and painted in accordance to USTA specifications.
5. Furnish and install one (1) set of 3” Edwards Classic Net Posts and Nets for tennis court #4.
6. Furnish and install Six (6) sets of 3” Edwards Classic Net Posts and Nets for Pickleball Courts.
7. Furnish and install approximately 660 linear feet of 8’ tall black vinyl chain link fence for Pickleball Courts (including temporary fence as required).

#### **EXCLUSIONS**

1. Any item of work not specifically listed above.
2. Any foundation works.
3. Existing aggregate base repairs.
4. Existing drainage system repairs.
5. Geotechnical Investigation.
6. Rock excavation or haul off.
7. Any embankment or processing of imported soils.

8. SWPPP/Erosion control.
9. Any concrete work/repairs.
10. Any electrical work.
11. Engineering.
12. Construction materials inspection and testing.
13. Site security.
14. Any Allowances or Contingencies.
15. Taxes.
16. Prevailing or union wages except as required by law and the Agreement.
17. Any permits or fees, including any utility impact fees generated by construction improvements.
18. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
19. Contractor to supply secure laydown area for Contractor's materials.



December 1<sup>st</sup>, 2023

Keith Geer  
Williamson Cty SW Regional Park  
3005 Co. Road 175  
Leander, TX 78641  
512-364-8336  
[Kgeer@wilco.org](mailto:Kgeer@wilco.org)

RE: Williamson County SW Regional Park – Tennis, Pickleball and Basketball Courts  
Court Surfacing Proposal

**Hellas** is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled Sourcewell 031622-HLC -Artificial Turf, Tracks with Installation, Related Equipment, Materials, and Supplies. Through this contract, Hellas' products have been competitively and lawfully bid providing member schools and agencies with quality and preferential pre-priced products and services.

### **General Conditions**

**Hellas** will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide, prior to construction, all required submittals.
3. Provide final punch-out and clean-up of the completed project.

### **BASE PROPOSAL**

#### ***Court Surfacing (103,676 SF)***

**Hellas** will:

1. Clean off each court with a pressure washer and blower to remove all dirt and debris and acid wash the existing surface. All bird baths will be patched with TPS 5000® Rhinofill crack filler.
2. Apply one (1) coat of TPS 5000® Acrylic Surface at a rate of 0.7 gal/SY. Silica sand shall be mixed to achieve a medium to slow ball speed.
3. Apply two (2) coats of TPS 5000® Fortified Acrylic Color Coating.
4. Layout and paint 2" wide lines using Line Tape Sealer as a primer coat to ensure razor sharp edges. Paint shall be TPS 5000® White Line Paint and painted in accordance to USTA specifications.

**Base Proposal Price**

**\$127,800.00**





***\*Pricing valid for 14 days from the date of this proposal.***

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## **PROPOSAL ALTERNATES**

1. Add alternate to Furnish and install one (1) set of 3" Edwards Classic Net Posts and Nets for tennis court #4. Add to base proposal.  
Add alternate 1 Amount \$1,500.00
  2. Add alternate to Furnish and install Six (6) sets of 3" Edwards Classic Net Posts and Nets for Pickleball Courts. Add to base proposal.  
Add Alternate 2 Amount \$11,800.00
  3. Add alternate to Furnish and install approximately 660 linear feet of 8' tall black vinyl chain link fence for Pickleball Courts (including temporary fence as required). Add to base proposal.  
Add Alternate 3 Amount \$80,000.00
- 

## **PROPOSAL PRICES**

1.	Base Proposal	\$127,800.00
2.	Alternates Total	\$93,300.00
3.	<b>GRAND TOTAL</b>	<b>\$221,100.00</b>

---

## **EXCLUSIONS**

1. Any item of work not specifically listed above.
2. Any foundation works.
3. Existing aggregate base repairs.
4. Existing drainage system repairs.
5. Geotechnical Investigation.
6. Rock excavation or haul off.
7. Any embankment or processing of imported soils.
8. SWPPP/Erosion control.
9. Any concrete work/repairs.
10. Any electrical work.
11. Engineering.
12. Construction materials inspection and testing.
13. Site security.
14. Any Allowances or Contingencies.
15. Taxes.
16. Prevailing or union wages.





17. Any permits or fees, including any utility impact fees generated by construction improvements.
18. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
19. General Contractor to supply secure laydown area for Hellas materials.
20. Bonds **(if bonds are required, add 1.5% to the contract amount)**.

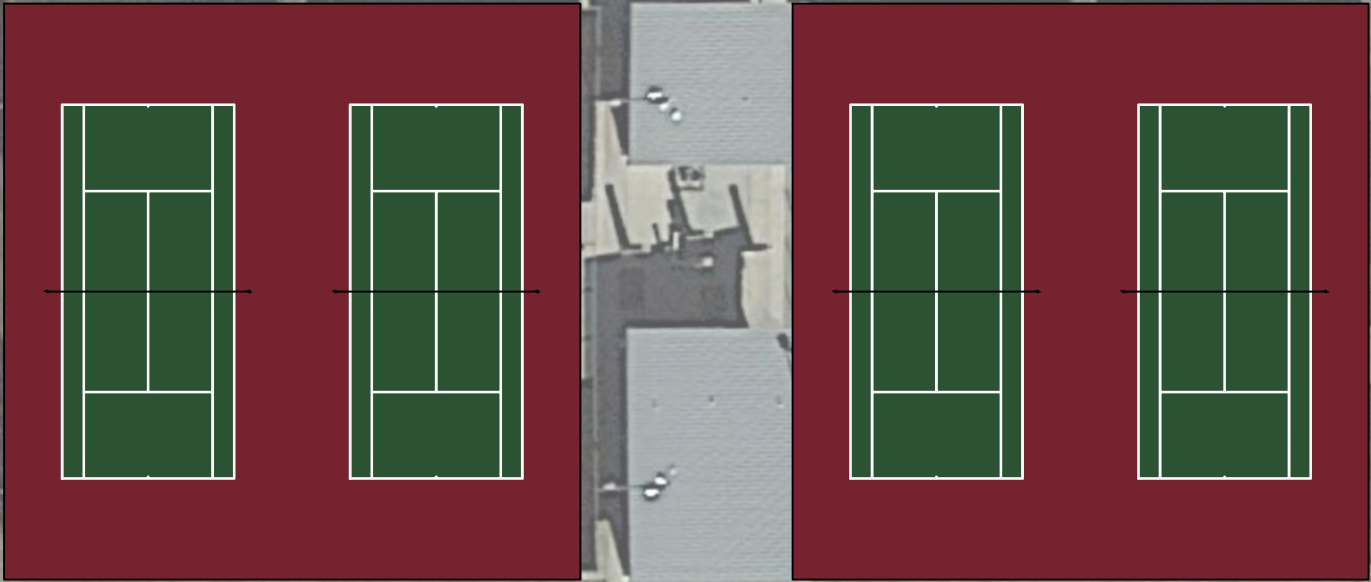
Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

**Hellas Construction, Inc.** looks forward to the award of this project, and is eager to work with you.

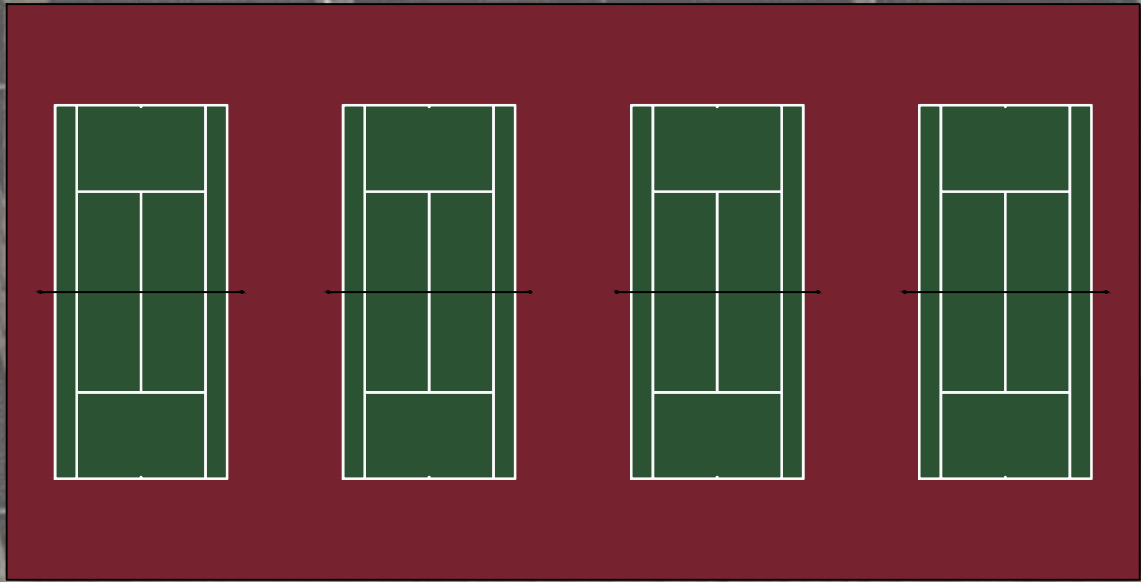
*Alexia Brahos*

Ashish Kachakayala  
Estimator  
Hellas Construction, Inc.

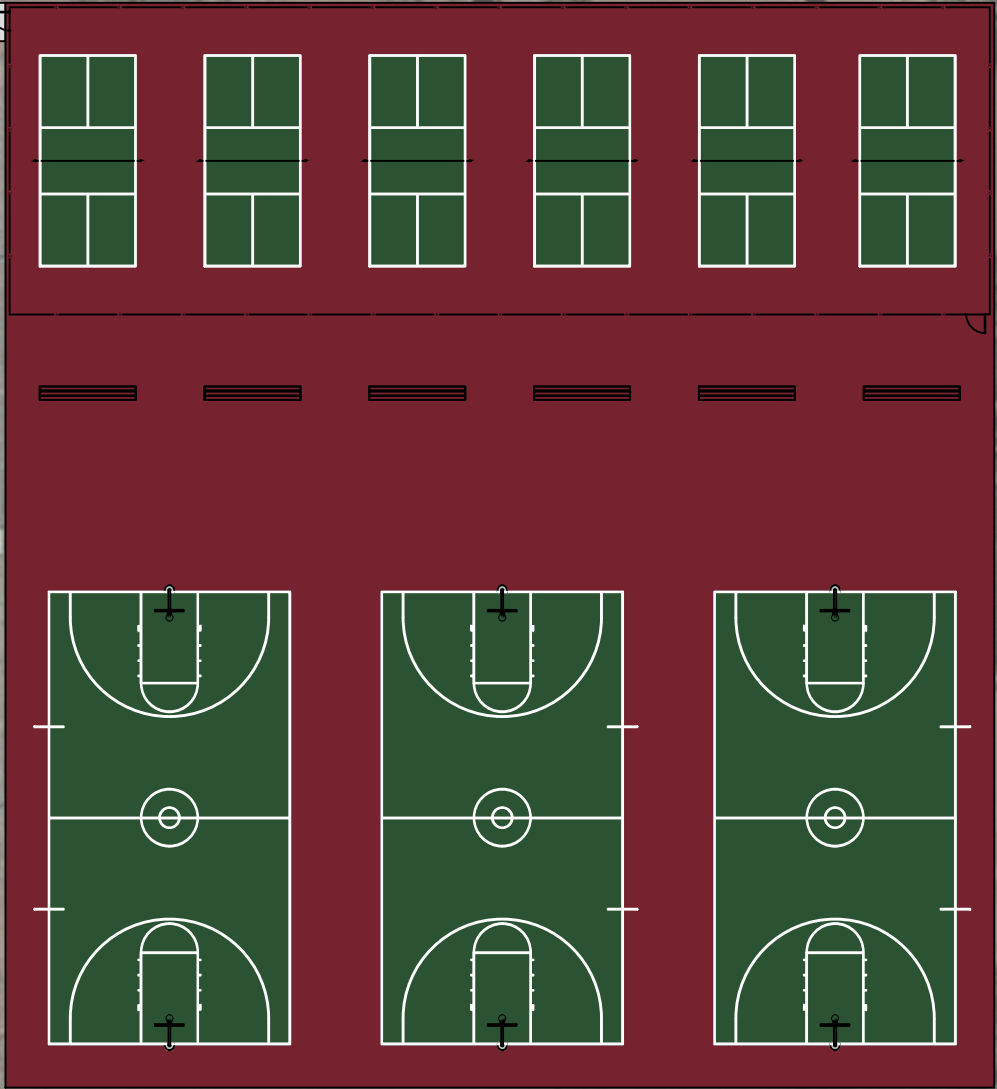
COLOR RENDERING FOR  
CONCEPTUAL PURPOSES ONLY



TENNIS COURTS (WEST SIDE)



TENNIS COURTS (MIDDLE)



PICKLEBALL AND BASKETBALL (EAST SIDE)



Hellas Construction, Inc.  
12000 West Parmer Lane  
Austin, TX 78613

(P) (512) 250-2910  
(F) (512) 250-1960  
hellasconstruction.com

**OWNER:**  
Williamson County  
Southwest Regional Park  
3005 Co Rd 175, Leander, TX 78641  
(512) 943-1100

**PROJECT:**  
TENNIS, PICKLEBALL, AND  
BASKETBALL COURTS SURFACING

**PROJECT LOCATION:**  
LEANDER, TEXAS

**TPS** COURT SURFACES



**COMMENTS:**  
Drawing scale accurate ONLY when printed on 11x17  
paper. For visual purposes only, actual colors may vary.

**CREATED BY:** RAV

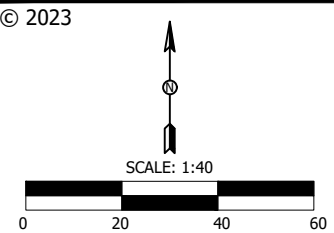
All drawings and written material appearing herein  
constitute original unpublished work, and may not be  
duplicated, used or disclosed without the written  
consent of Hellas Construction, Inc.

**DATE:**  
NOVEMBER 10, 2023

**REVISION:**  
REV-3

**SHEET TITLE:**  
COLOR RENDERING

**SHEET NUMBER:**  
1



## Williamson County Breakdown

### Sourcewell #031622 - HLC Artificial Turf and Tracks with Installatin, Related Equipment, Materials & Supplies

Description	Qty	Unit	Discounted Price (2.5%)	Total
Powerwash	13	Per Court	\$ 3,768.38	\$ 48,988.94
Standard 2 Coat Surfacing	70,510	SF	\$ 2.15	\$ 151,596.50
Bball Court 2 Coat Surfacing	33,166	SF	\$ 3.56	\$ 118,070.96
Double Court Striping	4	Per Court	\$ 975.00	\$ 3,900.00
Pickleball Court Striping	6	Per Court	\$ 682.50	\$ 4,095.00
Basketball Court Striping	3	Per Court	\$ 1,053.00	\$ 3,159.00

### Alternates - Douglas

Tennis Court - Net	1	EA	\$ 178.00	\$ 178.00
Tennis court - Post	1	EA	\$ 548.00	\$ 548.00
Tennis Court - Adjustable Strap	1	EA	\$ 10.00	\$ 10.00
Tennis Court - Ground Sleeves	1	Pair	\$ 48.00	\$ 48.00
PB - Nets	6	EA	\$ 98.00	\$ 588.00
PB - Posts	6	EA	\$ 478.00	\$ 2,868.00
PB Adjustable Strap	6	EA	\$ 10.00	\$ 60.00
PB Ground Sleeves	6	Pair	\$ 48.00	\$ 288.00

**Sourcewell Total:** \$ **329,810.40**

**Douglas Pricing:** \$ **4,588.00**

**RS means** \$ **236,153.38**

---

**TOTAL:** \$ **570,551.78**

**Hellas Additional Discount:** \$ **(349,451.78)**

**Proposal Price:** \$ **221,100.00**



# 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 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.

Hellas Construction, Inc.  
Austin, TX United States

Certificate Number:  
2024-1117562

Date Filed:  
01/29/2024

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

Williamson County

Date Acknowledged:

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

2024118  
Resurfacing Courts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Petrini, Frank	Austin, TX United States	X	
	Seaton, Reed	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is Tyler Pufahl, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, Austin, TX, 78613, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 29th day of January, 2024.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

# 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 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.**

Hellas Construction, Inc.  
Austin, TX United States

**Certificate Number:**  
2024-1117562

**Date Filed:**  
01/29/2024

**Date Acknowledged:**  
01/30/2024

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

Williamson County

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

2024118  
Resurfacing Courts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Petrini, Frank	Austin, TX United States	X	
	Seaton, Reed	Austin, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**Commissioners Court - Regular Session****40.****Meeting Date:** 02/06/2024

Approval of the Guaranteed Maximum Price (GMP) for RFP #23RFP66 for Berry Springs Park Improvements with Chasco Constructors, Ltd. LLP for Facilities Management

**Submitted For:** Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) with awarded RFP #23RFP66 Construction Manager at Risk (CMAR) for Berry Springs Park Improvements to Chasco Constructors, Ltd. LPP, in the amount of \$5,950,619.00 and authorize the execution of the GMP between Williamson County and Chasco Constructors, Ltd. LPP. The funding source is P559.

**Background**

The guaranteed maximum price (GMP) is for the Berry Springs Park Improvements RFP # 23RFP66 awarded on 08.22.23 with agenda item #36, to perform the work approved on the above-referenced project. The funding source is P559 and the points of contact are Angel Gomez and Russell Fishbeck.

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**Fiscal Impact**

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

**Attachments**

GMP with updated RFP

Form 1295 Chasco Constructors ltd LLP

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 01/31/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

01/31/2024 11:53 AM

01/31/2024 02:08 PM

Started On: 01/22/2024 12:39 PM



**Guaranteed Maximum Price Proposal  
Berry Springs Park Improvements  
For**



- **Submittal #1**
- **January 19th, 2024**
- **Berry Springs Park Improvements**
- **Project Number P559**

**Construct new buildings, expand parking, and extend trails. The Project includes all utilities, drainage, roadways, parking, landscaping and walkways to structures, landscaping associated with structures.**





**Guaranteed Maximum Price Proposal  
Berry Springs Park Improvements  
For**



**January 19<sup>th</sup>, 2024**

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<b>Tab 3:</b>	<b>Project Team</b>	<b>Pg. 4-19</b>
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## **Exhibit A – GMP Proposal**

**EXHIBIT A**  
**GUARANTEED MAXIMUM PRICE PROPOSAL**

Chasco Constructors, Ltd., LLP ("CMAR") hereby submits to Williamson County, Texas ("County") for the use and benefit County pursuant to the provisions of the Contract for Construction Manager at-Risk Project Delivery dated August 22, 2023 ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for the construction of **Berry Springs Park Improvements, Parks Bond B**, ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

**Cost of the Work.**

A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

Five Million Two Hundred Forty-Six Thousand One Hundred Fifty                      Dollars (\$ 5,246,150.00 )

**CMAR's Fee.**

A fixed sum fee for CMAR's Fee pursuant to the Contract:

Seven Hundred Four Thousand Four Hundred Sixty-Nine                      Dollars (\$ 704,469.00 )

**Total GMP.**

The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Project complete, in place, and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

Five Million Nine Hundred Fifty Thousand Six Hundred Nineteen                      Dollars (\$ 5,950,619.00 )

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

**Contract Time.**

The date for achieving Substantial Completion of the Project shall be Two Hundred Seventy ( 270 ) calendar days from the Notice to Proceed with Construction.

**Withdrawal of GMP Proposal.**

This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

**Liquidated Damages.**

CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Seven Hundred Fifty Dollars (\$ 750 ) per calendar day** for failure to complete the work within the Contract Time in accordance with the Contract.

**Owner's Contingency.**

A not-to-exceed amount for the Owner's Contingency stated herein for reference:

**Two Hundred Ninety-Seven Thousand Five Hundred Thirty-One Dollars (\$ 297,531.00 )**

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

**BY SIGNING BELOW**, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

**CMAR:**

Chasco Constructors, Ltd., LLP

By:   
Signature

Charles King  
Printed Name

Vice President and CFO  
Title

Date Signed: January 29, 2024

**COUNTY:**

Williamson County, Texas

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date Signed: \_\_\_\_\_

## **Executive Project Summary**

## TAB 2 - Executive Project Summary

### Project Summary

The scope of work included in this GMP Proposal includes completion of a new park visitor center, new remote restrooms, expanded parking, a new park maintenance compound, a concrete trail extension across would be at grade under CR 152, an open-air event pavilion, campsite, and utility enhancements.

Park buildings that will undergo completion include:

- Visitor Center
- Pavilion
- Remote Restroom
- Maintenance Building

Site and Civil Improvements include but are not limited to:

- Site Demolition
- Excavation
- Haul-off
- Subgrade Preparation
- Base and Paving
- Grading
- Drainage and Drainage Structures
- Trench Drains
- Storm Sewer Lines
- Rock Gabions
- Concrete Sidewalks
- Granite Trails
- Topsoil
- Landscape and Irrigation
- Miscellaneous Electrical Work
- Concrete Sidewalks
- Trickle Channel
- Asphalt Paving
- Fencing
- Signage

### Schedule

- Notice to Proceed is expected to be issued on or about February 1, 2024, with on-site mobilization beginning on or about February 12th, 2024.
- Substantial Completion is expected by December 7th, 2024



## Project Team



### TAB 3 – Project Team

Chasco's project team is as follows:

- Bill Bambrick – Vice President, Sr. Project Manager – Primary Management Contact  
Office: 512-244-0600 x 122  
Cell: 512-848-3327  
Email: [bill@chasco.com](mailto:bill@chasco.com)
- Mark Lee – Project Superintendent  
Office: N/A  
Cell: 512-992-5863  
Email: [mark.lee@chasco.com](mailto:mark.lee@chasco.com)
- Scott Badgett – Vice President, Pre-Construction Manager/Estimating Support  
Office: 512-244-0600 x 111  
Cell: 512-844-6395  
Email: [scott@chasco.com](mailto:scott@chasco.com)
- Rick Risener – Chief Civil Estimator/Estimating Support  
Office: 512-244-0600 x 134  
Cell: 512-848-3342  
Email: [rick@chasco.com](mailto:rick@chasco.com)
- Jonathan Escalante – Safety Director  
Office: 512-244-0600 x 135  
Cell: 512-848-3636  
Email: [jonathan@chasco.com](mailto:jonathan@chasco.com)
- Chuck Glace – President/Executive Support  
Office: 512-244-0600 x 118  
Cell: 512-848-3315  
Email: [chuck@chasco.com](mailto:chuck@chasco.com)
- Charles King – Vice President/CFO/Executive Support  
Office: 512-244-0600 x 132  
Cell: 512-431-6343  
Email: [charlesk@chasco.com](mailto:charlesk@chasco.com)
- Craig Hunter, CPA – Controller/Accounting Support  
Office: 512-244-0600 x 114  
Cell: 512-964-8447  
Email: [craig.hunter@chasco.com](mailto:craig.hunter@chasco.com)

Resumes are attached



## Berry Springs Park Improvements

**Project Design Team**  
Half Associates, Inc. – Engineer  
Mode Design Company - Architect

**Construction Manager**  
Chasco Constructors  
Round Rock, TX

**Executive Support**  
Chuck Glace, President  
Charles King, Vice President & CFO  
Craig Hunter, CPA Controller

**Pre-Construction Team**  
Manager of Pre-Construction Services  
and  
Building Estimator  
Scott Badgett  
Civil Estimator  
Rick Risener

- Estimates
- Budget
- Schedule
- Value Management
- Staging / Logistics
- Identify / Purchase Long-lead Items
- Pre-qualify Subcontractors
- Evaluate Constructability Issues

**Construction Team**  
Project Manager  
Bill Bambrick  
Project Superintendent  
Mark Lee  
Safety Director  
Jonathan Escalante

**Subcontractors /  
Suppliers**

- Site Management
- Schedule
- Cost Control
- Safety
- Punch List





## RESUMÉ



### **Bill Bambrick**

VP & Senior Project Manager

### **Education**

Drake University 1976

University of Houston 1977

Austin Community College 1987

### **Work History and Background**

Bill has over 45 years in the construction industry spending the last 34 years with Chasco Constructors. As Vice President and Senior Project Manager Bill has extensive experience in all areas of construction including commercial and industrial buildings, Class A office, site work, utilities, bridges, roads & heavy/highway and airport work. He is very experienced with alternative delivery methods including CMR and Design/Build.

### **Project Experience**

- The Wilco Annex is a two story 60,000 SF office building for Williamson County, TX. The building is situated on a sloping site of very fat clay, so the slab was constructed as a structural pan slab with drilled piers with a perimeter grade beam to provide a voided crawl space. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. There are two machine room-less elevators. The JP courtroom includes the judge's bench, jury seating, court reporter and witness stand along with full gallery seating. Included in the building are many areas that required high security with a wide assortment of protection, identification, surveillance and detection devices to ensure the safety of County employees and visitors. Chasco self-performed all site work, utilities and concrete work and the project was completed on schedule and under budget.



- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large childcare wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a bookstore and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state-of-the-art audio/visual system. The project had a 13-month schedule, but was completed early, in 12 months, despite having over 40 rain days.



- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The \$21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.



## RESUMÉ (continued)

Bill Bambrick, VP & Senior Project Manager

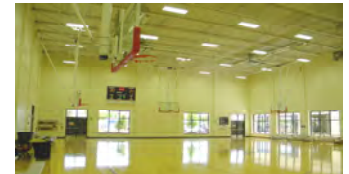
- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational.



- Georgetown Recreation Center, Georgetown, TX: 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.



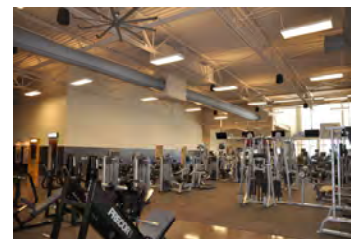
- Round Rock YMCA Gymnasium, Round Rock, TX: A 7,437 sf masonry and structural steel facility including full court and half court basketball goals, volleyball court and elevator. Total estimated project cost is \$1.2 Million. CM-at-Risk delivery.



- Twin Lakes YMCA, Cedar Park: A 36,400 sf tilt wall and structural steel facility including a gymnasium, work out facilities, locker rooms with showers, daycare, administrative offices and meeting rooms. The project also included an outdoor “fun pool” with many water features and a pool house. Parking facilities for the YMCA were simultaneously constructed under a separate contract with Williamson County. Combined project cost was \$5.3 Million. CM-at-Risk delivery.



- Hutto Family YMCA, Hutto, Texas: Chasco Constructors was the Construction Manager for the construction of the 30,000 sf Hutto Family YMCA facility in Hutto, Texas. The project consists of a natatorium, locker rooms, work out and aerobics areas as well as offices. Chasco provided a complete pre-construction program for this project to assist the YMCA and the City of Hutto with budgeting and constructability management in order to maximize the City's budget while allowing the project to achieve all of the original programming goals for both the City and the YMCA.



## References

Mr. Jeff Andresen, CEO  
YMCA of Greater Williamson County  
512-801-7736

Ms. Susan McFarland, AIA  
Susan McFarland, Architect  
512-288-3001

Ms. Barbara Garrett  
Garrett Consulting Services  
615-394-4977

Tony Prete, PE  
Waeltz & Prete, Inc.  
512-505-8953



**Mark Lee**

Superintendent

### Education

University of Oregon  
1981

### Work History and Background

Mark has a 37-year record of success overseeing all phases of commercial and residential construction projects. Projects have included churches, restaurants, office buildings and medical facilities. Mark works well with architects, subcontractors, suppliers and building officials to satisfy the expectations of the most discerning clients. He is dedicated to delivering the best in construction quality while adhering to all deadlines, specifications and budgets. Mark resides in Georgetown, Texas.

### Project Experience

- The Wilco Annex is a two story 64,000 SF office building for Williamson County, TX. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. There are two machine room-less elevators. The JP courtroom includes the judge's bench, jury seating, court reporter and witness stand along with full gallery seating. Included in the building are many areas that required high security with a wide assortment of protection, identification, surveillance and detection devices to ensure the safety of County employees and visitors. Chasco self-performed all site work, utilities and concrete work and the project was completed on schedule and under budget.





- Celebration Church is a 90,000 SF Church recently constructed in Georgetown, TX. The facility has large childcare wing of 30,000 SF. The remaining 60,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a bookstore and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,900 guests and incorporates a state-of-the-art audio/visual system. The project had a 13-month schedule, but was completed early, in 12 months, in spite of having over 36 rain days. 2017 Outstanding Construction Award – Austin Chapter AGC.



## RESUMÉ (continued)

Mark Lee  
Superintendent

- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The \$21 million project consisted of a three-level main building of 86,000 SF, including a showroom, offices, café, boutique, parts department, 52-bay service shop and a 72-space rooftop parking deck. An 11,000 SF carwash/make ready building and all the associated site work. 2015 Outstanding Construction Award – Austin Chapter AGC.  

- Bartholomew Municipal Pool, Austin, TX – This project consisted of 3 bathhouses, a separate mechanical building and pump house an “L” shaped lap pool with a diving well, a mid-depth recreation pool, a zero-entry activity pool, and two slides. The site itself was over excavated and filled with 7’ of engineered fill material. 2014 Outstanding Construction Award – Austin Chapter AGC.  

- Don Hewlett Chevrolet, Georgetown TX – Multiple projects including a 4,815 SF Service Building constructed as a PEMB with stucco and split face CMU exterior. Containing service writers and waiting areas and a museum containing some of the iconic first model year vehicles Chevrolet produced. A 9,964 SF Parts Warehouse expansion. Also, a PEMB with elevated foundation challenges, due to the sloping site. These projects were both completed ahead of schedule and under budget. The challenge was in completing the work amidst a thriving and busy business that was open 6 days a week.

## References

Jim Kuykendall, Executive Pastor  
Celebration Church  
(512) 763-3000 x 126

Mr. Steven Walker, Franchise Counselor  
True Car  
(512) 970-6760

Mr. Tom Stevens, Vice President  
Stevens-Hemingway-Stevens, Inc.  
(510) 787-1148



## RESUMÉ



### **Scott Badgett**

Vice President – Building Estimating / Pre-Construction Services

### **Education**

University of Texas  
BS, Civil Engineering

### **Work History and Background**

Scott has over 45 years of solid construction management experience in commercial, institutional and industrial projects. His diverse background includes construction of high security and high-tech facilities, renovation and construction of healthcare facilities, churches, schools, office buildings, manufacturing and retail facilities. Experience includes Design/Build and fast-track projects, cast-in-place frame structures, pre-cast structures and tilt wall buildings. Scott's key responsibility is the coordination and management of the entire process from pre-construction through close-out. Scott has been with Chasco for nineteen years.

### **Project Experience**

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a \$42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.
- The Wilco Georgetown Annex is a two story 60,000 SF office building for Williamson County, TX. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.
- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational. Parking facilities for the YMCA were simultaneously constructed under the same contract. CM-at-Risk delivery.
- Williamson County Precinct 1 Annex and EMS Building – construction of 2 buildings with E.I.F.S. and stone veneer with complete interior finish out. Annex building was 27,660 SF and the EMS building was 6,470 SF. Project was completed early and under budget. (\$6.3 million CM-at-Risk delivery).



## **R E S U M É** (continued)

Scott Badgett

Vice President – Building Estimating / Pre-Construction Services

- City of Round Rock Sports Center – Round Rock, TX – 80,000 square foot sports center with 6 basketball/12 volleyball courts and 9 multi-purpose rooms with seating for up to 1,700 fans. Chasco self-performed all site work, utilities, site concrete, building concrete and tilt wall panels for this project.



- Georgetown Recreation Center – Georgetown, TX – 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.



- Great Oaks Elementary School, Round Rock, Texas – 6.0 million, 70,000 SF elementary school for RRISD. Project included all site development, utilities and detention pond.
- Westwood High School Science Wing Addition, Round Rock, Texas – 5.5 million two-story addition to existing high school. Included pre-cast wall panels to match existing facility. Project was constructed in the middle of the occupied campus with minimal impact to ongoing operations.
- Lampasas Middle School, Lampasas, TX – \$6.0 million two-story middle school. Full cafeteria, gymnasiums and all related site facilities.

## **References**

Mr. Bo Spencer, AIA  
Spencer-Pierce Architecture, Inc.  
512-388-0677

Mr. Dale Butler, Facilities Director  
Williamson County, TX  
512-943-1609

Mr. Jeff Andresen, President and CEO  
YMCA Greater Williamson County  
512-615-5530

## R É S U M É



### ***Rick Risener***

Chief Civil Estimator

### **Education**

Abilene Christian University

### **Work History and Background**

Rick has over 20 years of experience in residential, commercial, airport, heavy highway and civil construction. Rick has worked on projects that vary from pedestrian, vehicular, and railway bridges, public and private roadways, concrete and earthen dams, public parks and trail systems, subdivision infrastructure, site and pipeline utilities, site grading and site concrete work, single building and strip retail, multi-story office and medical buildings, pre-cast and cast-in-place concrete garages, and custom home building. Rick has been with Chasco for thirteen years.

### **Project Experience**

- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large child care wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a book store and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state of the art audio/visual system.



- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The \$21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.




- Twin Lakes YMCA Natatorium, Teen Center & Aerobics Room – Owner – The YMCA of Greater Williamson County – CM at Risk contract. This expansion is the second phase of a project initially built in 2004 and made possible by a partnership between Williamson County and the YMCA of Greater Williamson County. This phase added a natatorium, a teen center, an aerobics room and a Cardio Theater. The natatorium houses multiple indoor pools, including a main pool with lap lanes, a splash pad area for small children and a two-story waterslide for the larger kids. Additionally, a warm water therapy pool, a hot tub/spa and a dry sauna were installed for the adults to relax in.



## R É S U M É (continued)

Rick Risener  
Chief Civil Estimator

- Cedar Park Events Center, Cedar Park, TX – A 100,000 SF Multi-Function Sporting and Events Center. This project included the concrete foundation, upper level concrete slabs, equipment footings and foundations, and approximately 40 acres of site concrete with many areas that required special finishes. 
- Barton Creek Section 101 ACFT Treated Effluent Storage Pond, Austin, TX – This project included ten acres of construction within an environmentally sensitive area. A 2,350 LF all weather access road was built to the pond site. 35,000 CY of rock and over burden were excavated. Approximately 8,000 CY of the material was resized through a crushing operation and reused as select fill across the entire pond floor and behind the pond walls. The walls, ranging from 9' to 35' tall, surrounded the entire pond perimeter.
- Samsung T-Star Facility Operations Building, Austin, TX – This project consisted of constructing a new two-story concrete frame office and warehouse building with loading dock at the Samsung Semiconductor site in Austin, TX. Strict background checks and training are required for all Samsung projects.
- ABIA New Employee Parking Lot, Austin, TX – This \$7 million + project included construction of 703,800 SF of new parking lots at the existing Austin Bergstrom International Airport consisting of demolition of old Air Force structures, installation of 8" of lime treated subgrade, flex base and asphalt on the entire area, installation of 5 new Bus Shelters and 2 new Bench Canopy structures. Existing underground conditions created challenges on a daily basis.
- Kenney Fort Blvd., Round Rock, TX – In design for over 10 years, this project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock. The project featured three bridges: an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek, and a new railroad bridge for the Union Pacific Railroad. Some of the project challenges involved moving the Union Pacific mainline rail traffic to a shoofly detour. This allowed a new railroad bridge to be built on the mainline. Once the new railroad bridge was completed rail traffic was moved back onto the mainline and the shoofly detour was removed. Excavation then began under two existing bridges on Hwy 79. This was needed to extend the new Kenney Fort Blvd. under the highway and under the new rail bridge. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

**City of Residence:** Austin, Texas

### References

Mr. Antonio Prete  
Waeltz & Prete, Inc.  
(512) 505-8953  
tony@w-pinc.com

Mr. Troy Jamail  
HWA Parking/Strickland-Jamail  
(512) 592-3277  
troy.jamil@hwaparking.com

Mr. James Heironimus  
NXP Semiconductors, Inc.  
(512) 933-2104  
james.heironimus@nxp.com



## RESUMÉ



**Jonathan Escalante, CSHO, CHST**  
*Director of Health and Safety*

### Education

Universidad Valle Del Bravo, Mexico 2005

### Work History and Background

Jonathan has over 10 years of Construction Safety Experience including road and building construction. As a Safety Specialist at Chasco, Jonathan has been responsible for updating, implementing and overseeing the company's safety and training program. Since beginning with Chasco, he has made revisions and updates to the Safety Manual, including: a new Accident Prevention Program, a new Substance Abuse Program & improved Accident Investigation procedures. He has also updated the SDS Manual, to merge the new GHS program and implemented a new Virtual Risk Manager Program that uses software for driver training & vehicle loss prevention. Employee training is a major concern at Chasco. Jonathan has created new training programs for new hire safety orientation, traffic control safety awareness, qualified signal & rigging training and general safety awareness for all of Chasco's employees. Due to all of these improvements, Chasco has seen lower Recordable Rates and an overall increase in safety awareness amongst its employees. Jonathan has been with Chasco for all ten years of his construction experience.

### Training

CSHO (Certified Safety and Health Official)  
500 OSHA Train the Trainers  
510 OSH Standards  
OSH311 Fall Protection  
OSH521 Industrial Hygiene  
PRT260 Cranes and Material Handling  
OSH301 Excavation, Trenching and Soil Mechanics  
CPR/FA Certified Trainer  
PRT123 Scaffold Training  
Flagger Training (Train the trainer)  
OSH755 Accident Investigation  
OSH301 Excavation, Trenching and Soil Mechanics

### Project Experience

**SH 130 - Lone Star Infrastructure. Hutto, Tx. (10/2005-8/2009)**

**Position: Safety Supervisor / HR Assistant** **Project Value: 1.6 Billion USD**

#### **Main activities:**

- Responsible for day to day environmental health and safety related activity with a specific focus on reducing incident rates and workers comp.
- Develop and implement required Safety Programs and progressive disciplinary actions.

## **RESUMÉ** (continued)

### **Jonathan Escalante**

*Safety Director*

- Develop Safety incentive program
- Implement accident prevention program
- Field Safety Inspections
- Provide monthly reports to the Fluor Corporate Office, including accident investigations, injury summary reports (man-hours included) and project close out-forms.
- Accident investigation / Case manager
- Conduct Mass meetings, Safety talks.
- New Hire Safety Orientation
- Training such as: Fall Protection, Confined Space, Haz-Mat, Traffic Awareness
- Responsible for OSHA compliance and record keeping, Worker's Comp Issues
- Random Drug testing coordinator (DOT and Non-DOT)
- HR New hire orientation
- Minor HR duties such as: Terminations, spreadsheet, employee benefits.
- Coordinate office management and special projects with a high degree of efficiency.
- Manage capital purchases, direct vendor relations, generate and maintain equipment tracking records.

### **Construcciones del Panuco. Mexico (06/2002-09/2005)**

**Position:** Safety Apprentice

#### **Main activities:**

- Protect Health and Safety of the employees as well as the company.
- Follow Safety Standards set by the Social Security Safety Regulation of the Mexican Institute.
- Safety inspections / investigations.
- Medical Case Management
- Safety Training to employees (adapted by OSHA 1926)
- Report all data of incidents / accidents to CEO monthly.

**City of Residence:** Leander, Texas

### **References**

Mr. Ignacio Guerra  
Fluor Daniel Ent.  
(210) 273-1774

Brayan Loya  
Fluor Daniel Ent.  
(512) 769-4339

Larry Connelly  
AGC of Austin  
(512) 748-1830

## RESUMÉ



*Charles J. (Chuck) Glace, Jr.*

President

### Education

Central Michigan University / U.T. Austin

### Work History and Background

Chuck has over 30 years of diversified construction experience. He has extensive background in concrete flatwork, structural concrete, tilt-wall, decorative concrete, excavation, and utility work. Chuck has complete responsibility for overall coordination of Chasco's operation. To him, the retention and advancement of individuals speaks directly to Chasco's success. Chuck is a driving force in the organization and training of Chasco's talent in both the office and the field. He provides ongoing leadership to the management team and to the self-perform operations, helping Chasco to provide better control and exceptional service to its customers. Chuck serves on the Board of the YMCA of Round Rock. He is also a board member of the American Concrete Institute, a member of the Construction Specifications Institute, the American Society of Concrete Construction, and the Associated General Contractors of America, and a Board member of The Round Rock Community Foundation.

### Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a \$42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor.



- Kenney Fort Blvd.



Owner - City of Round Rock, TX – Stipulated Sum/Unit Price contract. This project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock, TX. The project featured three bridges, an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek and a new



railroad bridge for the Union Pacific Railroad. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

## RESUMÉ (continued)

*Charles J. (Chuck) Glace*  
President

- AMP Packaging Office and Manufacturing Facility, Round Rock, TX – Design/Build Contract for 58,000 SF tiltwall computer manufacturing facility. 
- Emergency Vehicles Operations Course –  
Owner - Texas Department of Public Safety – CM-at-Risk contract. Over 1,000,000 SF of concrete skills pads and 6.2 mile asphalt/concrete road track for vehicle skills and training. During construction of the original \$23.8 million-dollar project a \$3.7 million dollar change order was issued to construct a vehicle maintenance building. The project won the Gold Award for Industrial and Special Paving from the American Concrete Paving Association for 2010. Total project cost was \$27.5 Million. 
- Tellabs Operations, Round Rock, TX – 48,000 SF tiltwall manufacturing addition to the existing facility.
- Classic Toyota, Round Rock, TX – Construction of a new car sales building, body shop, parking, drives, new car display, and detention / filtration structures.
- Austin VA Hospital / Clinic, Austin, TX – 45,000 SF slab on grade with related site work.
- St. Philips Family Life Center, Round Rock, TX – 11,000 SF church facility, including worship areas, classrooms, elevated altar / stage, commercial food preparation, and childcare.
- Shoal Creek Bridge, Austin, TX – New 2-span bridge over Shoal Creek including channel work and slope protection to flood prone creek.
- Expo Business Park, Austin, TX – Two 124,000 SF concrete tiltwall buildings, including all site development and utility construction.

### References

Mr. Mark Remmert  
Chief Building Inspector  
City of Round Rock  
512-218-6600

Mr. Brent Jones, P.E.  
Civil Engineer  
Randall Jones Engineering  
(512) 415-3012

Mr. Chad McDowell  
General Services Director  
City of Round Rock  
(512) 671-2890

## RESUMÉ



*Charles R. King*

CFO, Vice President, Secretary and Treasurer

### Education

BBA in Accounting – Lamar University

CPA Certification – Texas Society of CPA's

### Work History and Background

Charles has over 40 years experience as an entrepreneurial financial accountant. He began his career with a national accounting firm prior to joining a local CPA firm. As a partner in this firm, he was responsible for a wide array of tax and financial accounting engagements for small businesses and individuals. Subsequently, he spent 15 years as CFO of a multi-location, multi-franchise car dealership conglomerate. In this role he was responsible for the financial, treasury and IT functions.

At Chasco, Charles is responsible for the financial function, as well as strategic planning, tax issues and cash management.

### References

Mr. Troy Voelker  
McNery & Voelker  
512-255-6940

Mr. Jeff Anderson  
RSM Austin, CPA's  
512-476-0717

## RESUMÉ



### ***Craig Hunter, CPA***

Controller

#### **Education**

BA in Accounting, California State University, Stanislaus, 1985

#### **Work History and Background**

Craig has over 30 years of experience in various industries. He has been a Controller at a publishing company, a lodging company, a wholesale/retail company with over 800 locations, a national health food company, where he was a key member of starting the manufacturing subsidiary. He has over 20 years of experience in the construction industry as a Consultant and Controller. He has worked with companies ranging in size from \$12 million to well over \$100 million. Craig's duties at Chasco include overseeing the Accounting and Human Resources departments. He has been with Chasco for five years.

**City of Residence:** Austin, Texas

## List of Documents

**Document List**

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	Cover Sheet	4/12/23	Halff Associates Inc
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N1.01	GENERAL NOTES	4/12/23	Halff Associates Inc
N1.02	GENERAL NOTES	4/12/23	Halff Associates Inc
C1.00	DEMOLITION PLAN	4/12/23	Halff Associates Inc
C1.01	LIMITS OF ACCESS	4/12/23	Halff Associates Inc
C2.00	TREE PROTECTION & EROSION CONTROL PLAN	4/12/23	Halff Associates Inc
C3.00	PARKING AREA PARK IMPROVEMENTS (SHEET 1 OF 2)	4/12/23	Halff Associates Inc
C3.01	PARKING AREA PARK IMPROVEMENTS (SHEET 2 OF 2)	4/12/23	Halff Associates Inc
C4.00	GRADING PLAN (SHEET 1 OF 4)	4/12/23	Halff Associates Inc
C4.01	GRADING PLAN (SHEET 2 OF 4)	4/12/23	Halff Associates Inc
C4.02	GRADING PLAN (SHEET 3 OF 4)	4/12/23	Halff Associates Inc
C4.03	GRADING PLAN (SHEET 4 OF 4)	4/12/23	Halff Associates Inc
C5.00	SEWER PLAN (SHEET 1 OF 3)	4/12/23	Halff Associates Inc
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PAGES 1-4	WILCO WAGE RATES – HEAVY	01/06/23	Williamson County



## **Qualifications & Clarifications**

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**General Project Description**

The project encompasses the development of an expansive park upgrade featuring a new Visitors Center, a Remote Restroom, an amplified parking area, a New Park Maintenance Compound, and utility modifications. The Visitors Center and Restroom will boast wood-framed constructions topped with a standing seam metal roof, while the Maintenance Facility will be a pre-engineered metal building with complete interior finishes and designated shop space. Additionally, the plan includes a concrete trail extension that passes at grade under CR 152, a pre-engineered open-air Event Pavilion according to landscape drawings, enhanced campsites, and an open-air event pavilion.

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**Clarifications, Assumptions and Qualifications**

- Design Services
- Architectural and Engineering design services are excluded
- Geotechnical Engineering and soils analysis reports are excluded

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**General Requirements**

- **Supervision and Administration**
  - Project supervision includes a Project Superintendent with Project Management, Safety Coordinator, Estimating, and
  - Document Reproduction as required for shop drawings
  - Postage and delivery service
  - Project office equipment as required
  - Project sign and safety signs
  - Temporary toilets
  - Site fencing and gates
  - Barricades and guard rails as required
- **Temporary Facilities**
  - Project field office
  - Project storage containers as required
  - Project office supplies
  - Project office equipment as required
  - Project sign and safety signs
  - Temporary toilets
  - Site fencing and gates
  - Barricades and guard rails as required
- **Project Services**
  - Field engineering and layout
  - General cleanup and haul away trash
  - Final cleaning
  - After hours or weekend job site security are not included in our price
- **Personnel Hoisting**
  - None required for this project
- **Temporary Utilities**
  - Field telephone service
  - Price excludes electrical power consumption required for construction. We will utilize the existing electrical service of the property for all related activities.
- **Equipment**
  - Transportation for supervisory personnel (rental of company owned vehicles)
  - Expendable tools
  - Small equipment rental

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**Permits, Bonds and Insurance**

- Materials Testing is by Owner
- The cost of all site and building permits are excluded
- Mechanical, Electrical & Plumbing trade permits are included
- Plan review Fees are excluded
- Price Excludes Utility connection fees, Impact fees and Assessment fees
- General Liability, Auto, Worker Compensation, and Builders Risk Insurance are included



- The price excludes the cost of performance and payment bonds

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**Project Schedule, Weather, and Work Hours**

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- Schedule
  - The Project Schedule will include pre-construction and construction activities and when fully developed will serve as the basis for the time required to complete the project
  - Construction duration is estimated to be approximately 10 months.
- Work Hours
- Normal working days are Monday through Friday, excluding holidays. Work may take place at night or on weekends as coordinated with the Owner.

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**Environmental**

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- We have assumed that all environmental investigations and permits will be accomplished and paid for by the Owner if required
- The handling or abatement of hazardous materials are not included in this estimate

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**Building Inspections**

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- Inspections will be provided as required by local jurisdiction

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**Jobsite Equipment**

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- Materials Testing is by Owner
- Scaffolding and hoisting for construction access
- Equipment for excavation, structural steel, and concrete construction
- Small tools and equipment as required by trade

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**Layout & Engineering**

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- Layout and engineering as required

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**Materials Testing**

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- Materials Testing is by Owner

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**Demolition - 02-4180**

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- |                                    |           |
|------------------------------------|-----------|
| • Sawcut                           | 310 LF    |
| • Demo Fence                       | 315 LF    |
| • Relocate Kiosk                   | 1 EA      |
| • Demo Curb                        | 270 LF    |
| • Demo 2" HMA                      | 1,475 SY  |
| • Demo Decomposed Granite Path     | 11,540 SF |
| • Remove & Recompact Base & Gravel | 300 TN    |
| • Demo Ranch House                 | 990 SF    |

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**Site Concrete - 03-5100**

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- |                                    |           |
|------------------------------------|-----------|
| • Sidewalk                         | 10,465 SF |
| • Sidewalk- Stamped And Colored    | 1,325 SF  |
| • Sidewalk- Maintenance Yard Stoop | 80 SF     |
| • Handicap Ramp                    | 5 EA      |
| • Concrete island Cap              | 160 SF    |
| • Handicap Building Entry          | 1 EA      |
| • Trickle Channel                  | 435 SF    |
| • Rock Retaining Wall              | 1,996 SF  |
| • Light Pole Base                  | 8 EA      |
| • Transformer Pad                  | 2 EA      |
| • Steel Bollard                    | 17 EA     |
| • Decomposed Granite Walk W/ Base  | 1,170 SF  |

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**Building Concrete - 03-5300**

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• Maintenance Yard Slab On Grade	6,754 SF
• Visitors Center Slab On Grade	1,638 SF
• Pavillion Concrete Footings For Columns	6 EA
• Offsite Restroom Slab On Grade	50 SF

**Masonry - 04-2000**

• Pavilion Masonry	1 LS
• 8" and 6" Reg Gray CMU	
• Grout & Rebar	
• Dimensional Stone Veneer	
• Wall Ties	
• Mortar Net	
• Cast Stone Bands	
• Directional Sign	1 LS
• 8x8x16 Reg Gray CMU	
• Grout & Rebar	
• Full Bed Stone Veneer - Cimarron	
• Cast Stone Sign Panels	
• Kiosk Masonry	1 LS
• Stone Columns - 2ea	
• Mobilization & Equipment	1 LS
• 4'x4' Masonry Mockup Panel	1 LS

**Structural Steel - 05-1223**

• Misc Steel	\$12,000
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**Rough Carpentry - 06-1000**

• Furnish and install: Visitor Center	1 LS
• Wood walls, headers, bracing, engineered roof trusses, doug fir timber trusses, doug fir post, beams, brackets and t&g decking at porches, 1x6 doug fir soffit, hardie soffit at two porches, , 15/32" cdx wall sheathing, tyvek commercial wrap, 5/16" x 8 1/4" hardie lap siding, 5/4" hardie trim, and 5/4" hardie fascia (all hardie to be factory primed), 5/8" cdx roof deck,	
• Restroom Facility	1 LS
• wood walls, yp rafters, 15/32" wall sheathing, 5/8" cdx roof deck, tyvek commercial wrap, 5/16" x 8 1/4" hardie lap siding, hardie soffit, 5/4" hardie fascia, 5/4" hardie trim, (all hardie to be factory primed), and Simpson Hardware for wood to wood connections.	
• Maintenance Building	1 LS
• tyvek commercial wrap where hardie is installed, 5/16" x 8 1/4" hardie lap siding, 5/4" hardie trim. Exterior sheathing must be plywood. Includes wage scale.	
• Furnish all material, fasteners, hoisting, scaffolding, supervision, and personnel for this scope of work.	1 LS
• Does not include: window installation, dumpster for construction debris, interior t&g ceilings or trim, temporary power, caulk/paint/stain, steel, steel erection, drilling holes in steel, welding, insulation or drywall, waterproofing, flashing, roof dry-in, cast-in-place hardware or anchor bolts, or embedded post bases. Metal framed walls in maintenance building, stainless steel thruwall flashing, rainscreen behind siding, wall sheathing at maintenance building. Sales tax on material.	1 LS

**Finish Carpentry & Cabinets - 06-2200**

• WILSONART 5TH AVE. ELM 4966K-12	1 LS
• Plastic Laminated Cabinets, White Melamine Cabinet Interiors	
• Base 2 Doors 2 Drawers	13 LF
• Ada Sink Base Sloped Panel	10 LF
• Finished End Base Cabinets	3 QTY
• Upper Cabinets 2 Door 30"-36" Tall	9 LF
• Upper Cabinet Finished End	1 QTY
• Laminated Toe Base	17 LF
• WILSONART ARTIC DRIFT 9246SS	





- Solid Surface 1
- Solid Surface , 4" Splash 40 SF
- Seam Kits 1 QTY
- Shipping Cost 1 QTY
- **QZ-1= 2CM WILSONART "VICENTIA" #Q4063 POLISHED**
  - Front Attendent #C1103 (Qty: 1) 18 SF
  - Lounge Rr #C1201 (Qty: 1) 17 SF
  - Trim
  - 1X6 Paint Grade S4S Trim 172 LF
  - 4" Paint Grade Crown Molding 157 LF
  - Wall Supports
  - A&M 18 X 24 Surface Mounted Support 2 QTY
  - A&M 1.0" Extended Concealed Brackets 18" X 24" 1 QTY
- **Installation of Pre-Finished 5-1/4" Face Plain Sawn Douglas Fir Random Lengths at Interior Ceiling of Lobby C1101 & C1102 in the Visitors Center** 1 LS
- **Included in Scope**
  - - Elevation 11 A1-401 "Lounge 3" (Visitor's Center): Plastic laminated ADA sink base, quartz top.
  - - Elevation 3,4,5 A1-401 "Reception Desk Elevation" (Visitor's Center): Quartz top, surface mounted supports. (Sheet rock knee wall by others).
  - - Sheet A1-701 (Visitor's Center) 1x6 paint grade pine baseboard at RM #1101, 1102, 1103, 1104, 1105 (painted by others).
  - - Sheet A1-102 (Visitor's Center) 8012 paint grade crown molding at RM #1101, 1102, 1103 (painted by others).
  - - Elevation 2 A2-400 "Break / Meeting Room" (Maintenance Building): Plastic laminated cabinets, solid surface tops.
- **Millwork Qualifications**
  - Cabinets will be built "AWI: Custom Grade" frameless construction.
  - Unless noted otherwise, cabinet interior to be white melamine.
  - Standard Wilsonart plastic laminate has been priced.
  - Typically, PVC edge banding is manufactured by a different company than the plastic laminate. Therefore, some color discrepancies may occur.
  - The failure to list specific exclusions does not imply that said items, including trim, are included by default.
  - Any changes in material and/or color selection after bid date can affect cost.
  - Any insurance requirement where we are charged an additional premium will be charged back to contractor.
  - This proposal includes installation of millwork.
  - This proposal is based on all work being completed in one phase.
- **Exclusions**
  - Any additional insurance or bonding
  - AWI certifications and/or labels are excluded
  - All glass work performed by others
  - Windows sills, casing, chair rail
  - Sheet rock knee wall at reception desk in Visitor's Center
  - Putty work, caulking, or painting of base trim in Visitor's Center
  - Doors, frames, hardware, and glazing
  - Any in-wall blocking
  - Metal in-wall brackets, or sub-framing except as listed in this scope
  - Sinks
  - Ceilings
  - Any items or tasks not listed in this scope.

**Caulking, Flashing and Insulation - 07-0000**

- **SECTION 072100 THERMAL INSULATION** 1 LS
  - Inclusions: R-20 Closed Cell Spray Foam Insulation applied to underside of roof deck. Includes 15min ignition barrier.



- Exclusions: Glass fiber insulation and all other work of this section, insulation at misc voids, cracks or crevices, Testing, patching of insulation damaged by others, thermal barrier, ignition barrier, protection of floor-stocked materials, electrical power for our application, temperature and humidity control of building, additional mobilizations, protection of MEP installed out of sequence and work in existing areas.

- Note: - Concrete floors and roofing must be complete prior to installation of spray foam.
- MEP ducts, conduit, piping, and equipment and interior walls to be installed after spray foam is complete.
- Floors to be free of stocked materials.
- Dumpster to be supplied by others free of charge.
- Heat and enclosure that may be required to maintain 40 degree temperature by others free of charge.

• **SECTION 072500 WEATHER BARRIERS** 1 LS

- Inclusions: Building Wrap applied to exterior walls. Includes sealing of sheathing joints. Includes flexible flashings at base of wall and openings.
- Exclusions: Cleaning and patching of the substrates, flashing not directly associated with the air barrier, metal flashing and trim, and flashing associated with roofing, foam sealant at window and door frames, and protection of air barrier after installation.

• **SECTION 076200 SHEET METAL FLASHING AND TRIM** 1 LS

- Inclusions: 26G Stainless Steel Flashing applied to:
  - Base of Wall
  - Window Heads
  - Door Heads
- Exclusions: Metal flashings at jambs, sills, trim at fiber cement siding, and all other sheet metal not mentioned above.

• **SECTION 079200 JOINT SEALANTS** 1 LS

- Inclusions: Exterior Silicone Building Sealants applied to:
  - hollow metal Door frames
  - louver frames
- Site Polyurethane Sealants applied to:
  - Concrete Paving CJs & EJs
  - Sidewalk EJs
  - Site Pavement to Base of Building EJ
- Exclusions: Sealants within fiber cement panels, fiber cement trim, interior sealants, retaining wall sealants, custom colors, roofing, removal of zip strips or wood fillers and all other joint sealants not mentioned above.

**Roofing - 07-4100**

• <b>Visitors Center</b>	1 LS
• Standing Seam Metal Roof Panels <ul style="list-style-type: none"><li>• 2" x 16", 24 ga. vertical-rib, snap joint mechanically seamed standing seam metal roof panels over 30 mil self adhering underlayment. 20 year "Finish" and weathertightness warranties and 2 year workmanship warranty</li></ul>	24 SQS
• Sheet Metal Flashing and Trim <ul style="list-style-type: none"><li>• 24 ga prefinished metal box rake trim with drip edge at SSMR, wall/roof intersections, gutters and downspouts</li></ul>	525 LF
• <b>Restroom Facility</b>	1 LS
• Standing Seam Metal Roof Panels <ul style="list-style-type: none"><li>• 2" x 16", 24 ga. vertical-rib, snap joint mechanically seamed standing seam metal roof panels over 30 mil selfadhering underlayment. 20 year "Finish" and weathertightness warranties and 2 year workmanship warranty</li></ul>	1 SQS
• Sheet Metal Flashing and Trim <ul style="list-style-type: none"><li>• 24 ga prefinished metal box rake trim with drip edge at SSMR, wall/roof intersections, gutters and downspouts</li></ul>	50 LF

**Doors, Frames & Hardware - 08-1000**

• Hollow metal frames quoted as Republic	22 EA
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• Hollow metal doors quoted as Republic	11 EA
• Wood doors quoted as Masonite	11 EA
• Finish hardware	22 EA
• Included Alternate	
• Madera Smooth Grain Wood Grain, Closer Reinforced, standard stain, hardware	2 EA
• Glass for Madera Doors	1 LS

**Overhead Doors - 08-3623**

• 12-0 x 10-0, Mark 208B, 209B	2 EA
• Cornell Iron Works Model ESD20, insulated interior coil weathered Thermiser, face of wall mount, 22 gauge, powder coated (Choice of one 180 RAL standard factory finishes) galvanized steel curtain, hot dipped bottom bar steel angles, single guide weathering, lintel brush seal, bottom bar astragal, slide bolt coil side (padlock by others), 50K cycles, chain hoist operated, 30psf wind load rated.	
• VE	
• Standard factory finish (gray, tan or white) for the overhead doors in lieu of powder coat	(\$5,073)

**Drywall & Acoustical - 09-2000**

• Visitors Center	1 LS
• Garage	1 LS
• Restroom Facility	1 LS
• INCLUDES:	
• Drywall on wood framing by others	
• Thermal and sound batt insulation	
• Tile backer	
• ACT 1 and 2	
• Install only door frames, doors and hardware	
• Plywood to 8' AFF at Garage	
• Install door only at Restroom Facility	
• In wall blocking at garage	
• Frame between purlins at garage exterior walls	
• Exterior wood sheathing at garage	
• EXCLUDES:	
• Exterior sheathing at visitors	
• Shop drawings	
• Overtime	
• Dumpsters	
• Tax	
• Shop drawings	

**Ceramic & Stone - 09-3000**

• Porcelain Tile:	1 LS
• CT-1 Daltile Rittenhouse Square Artic White 3" x 6" Bevel Matte - Full Height	
• Wall Tile Located In: Women C1202, Men C1204, R.R./Shower 207	
• CT-2 Daltile Rittenhouse Square Artic White 3" x 6" Bevel Matte - Half Height	
• Wall Tile Located In: Lounge C1201	
• Luxury Vinyl Plank:	1 LS
• LVP-1 Daltile Luxury Vinyl Plank Cyrose 6" x 48" - 5 Color Options	
• Rubber Base:	1 LS
• RB-1 Roppe Standard Toe Black Brown	
• Misc:	
• Setting Material: Mapei + Uzin	
• Keraflex Plus	
• Mapelastc HPG – Waterproofing For Shower	
• KE 2000 S Premium 3-Gal Universal Flooring Adhesive	
• CB 2 Project Cove Base Adhesive 4 Gal	
• Grout: Mapei	



- Kerapoxy CQ – Epoxy Grout
- Keracaulk- Caulk For Inside Corners – Color Match Grout
- Transitions: Schluter
- Rondec-DB Satin Anodized Aluminum - Top of Wainscot & Outside Corners – DB 14 AE
- Rondec-DB Satin Anodized Aluminum - Outside Corners – EV/DB 14 AE
- 3% Attic Stock Factor added to ALL Tile for requested storage.
- Shop Drawings
- Tile & Grout Samples required.
- Material & Labor for Mock-ups.
- Scaffolding For 9' Walls
- **Exclusions from our Pricing are:**
  - Sales Tax
  - Mud Beds
  - Demolition
  - Solid Surface Transitions
  - Major Wall Preparation
  - Allocation of Overtime Labor
  - Bonds

**Concrete Floor Sealer - 09-6100**

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- |                                 |      |
|---------------------------------|------|
| • Prep and Seal Concrete Floors | 1 LS |
|---------------------------------|------|

**Paint and Wallcovering - 09-9100**

- 
- |   |      |
|---|------|
| • Tape and float gypsum board to standard Level 4 Finish. Install Fire Tape where specified.                      | 1 LS |
| • Prime and paint gypsum board two finish coats.  | 1 LS |
| • Prepare and Paint exterior siding.  | 1 LS |
| • Seal exterior/interior tongue and groove soffit and trusses.  | 1 LS |
| • Prepare and paint interior/exterior ferrous metals including: hollow metal doors, frames and structure columns. | 1 LS |
| • Seal T&G for Pavilion   | 1 LS |

**Division 10 Specialties - 10-1000**

- 
- |                                 |      |
|---------------------------------|------|
| • Grab bar 18"                  | 3 EA |
| • Locker Room Bench             | 1 EA |
| • Grab bar 36"                  | 4 EA |
| • Grab bar 42"                  | 4 EA |
| • Mirror 18x36                  | 4 EA |
| • Baby Changing Station         | 2 EA |
| • Fire Extinguishers & Cabinets | 3 EA |
| • Folding Shower Seat           | 1 EA |
| • Grab bar 18 1/2 x 33 1/2      | 1 EA |

**Identification Devices & Graphics - 10-1400**

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- |                     |         |
|---------------------|---------|
| • \$2,500 Allowance | \$2,500 |
|---------------------|---------|

**Pre-Engineered Metal Building - 13-3419**

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- |                                |      |
|--------------------------------|------|
| • Design & Engineering:        | 1 LS |
| • Material                     | 1 LS |
| • Erection                     | 1 LS |
| • Provide and Install Pavilion | 1 LS |
- **Maintance Building Clarifications and Exclusions**
- Any applicable sales taxes have NOT been included.
  - Approximate project duration is 14 working days. Duration includes a single mobilization and is figured on a 6-day work week with no hour restrictions. (An accelerated schedule may be available for additional charges.)

- The roof is to be sheeted with a 24-gauge 16" vertical rib standing seam panel in a Kynar painted finish. The 30'-0" x 73'-7" shop/office area includes an R32 double layer (6" R19 in cavity w/ 4" R13 over the top) cavity liner insulation system with thermal blocks. PLEASE NOTE: Thermal blocks are not able to be installed in the open-air area. They will fall out over time with the weather. There will also be a 1-2" visible step at the roof where the panels transition from the insulated office area to the uninsulated covered storage.
- All four walls of the office area are shown to be stud-framed and not included within this proposal. All materials and labor for these walls is to be supplied and installed by others.
- The covered storage area (grid line 4-10 as shown on the bid drawings) is to be sheeted at the low sidewall only. The supplied sheeting to be vertically oriented 24-gauge exposed fastener R panel and is to be uninsulated.
- Standard profile gutters compatible with the supplied and installed roof panel have been included. This also includes the supply and installation of the standard corrugated downspouts. The final location/quantity of all downspouts is to be determined. Integration of downspouts with any underground drainage, including the special collectors, is not included in this proposal and to be completed by others.
- Profiles manufacturer by an alternate source may be considered, however may be subject to additional material and/or labor charges.
- Customer must select colors from manufacturer's standard available list. Custom colors have not been included.
- All included trims are to be manufacturers standard profiles and supplied in 26-gauge with a painted Kynar finish.
- **Special Construction and Design included:**
  - The bid drawings show a design to include a single portal frame in the office area. However, the building's length requires two bays to be braced. To eliminate interior finishing interference, both portal frames have been placed in the open-air covered storage portion of the building. Please see included proposal floor plan for further information on bracing placement.
  - NO additional secondary has been included at the office walls for conventional construction support. Due to the height of the structure, the conventional framing should be able to connect directly to the underside of the pre-engineered secondary.
  - Supply and installation of 26-gauge exposed fastener roof liner at the office area (ONLY) has been included within the base bid proposal.
  - Verification of all building dimensions required prior to building order.
- **STANDARD proposed procurement milestones.**
  - ORDER PRICING CUT OFF: December 22, 2023
  - MUST SHIP BY: April 12th, 2024.
  - The proposed building has been assumed with a standard PRODUCTION process. (No approval review is included with this option.)
  - Preliminary anchor bolts and reactions will be available 2-4 weeks from the date of order with the manufacturer.
  - Full permit drawings would be available 6-10 weeks from the date of order with the manufacturer.
  - Building delivery would be approximately 16-24 weeks from date of order with the manufacturer.
  - The above listed milestones are APPROXIMATE and may vary based on time of year, building complexity, and required components.
- Due to market volatility all milestones listed are approximate. Delivery schedules will be extended due to any delays in approvals, order clarification, product or design changes, or purchaser or end customer design or fabrication holds. Any "must ship by dates" set forth in the sales documents is for the purpose of price protection only. If the products do not ship by the designated "must ship by date" due to delays beyond the sellers control, including without limitation, purchaser delays, (a) the price provided in the sales documents may be increased by the seller for any additional costs incurred by the seller, with such price increases shall be implemented by Changer Order issued by seller, which shall be binding on purchaser, and (b) seller shall invoice purchaser for the full amount of the purchase price of such products, which shall be paid in accordance with the terms of payment herein.

• **ALTERNATE APPROVAL PROCUREMENT PROCESS:**

- Should the project require an approval, design development process, the customer may enter into a design and engineering agreement with Big Johnson Construction, LLC using the listed design and engineering fee found within this proposal. Acceptance of the D&E portion of the contract would be the following:
  - Preliminary anchor bolts and reactions will be available 3-6 weeks from the date of order with the manufacturer.
  - First round approval drawings would be available 8-10 weeks from the date of order with the manufacturer.
  - Process assumes a SINGLE revise and resubmission of supplied drawings. Additional R&R's MAY require additional costs.
  - Final pricing and material delivery will be set following design completion and fabrication release. Once materials are released, NO further design changes may be made. Should changes be required following release, additional costs and schedule impact MAY be applicable.
  - All materials are FOB jobsite.
  - A STANDARD building erection EXCLUDING winter conditions has been assumed.
  - STANDARD Erection assumes no interior interferences from installed equipment and a level working surface. Should there be equipment installed prior to building erection and/or there be an inadequate work perimeter; additional charges MAY be required for the use of specialty erection equipment or methods.
  - NON-crane installation has been estimated for both primary and secondary as based on the interior of the building. Should the interior not be useable, requiring specialty erection equipment, additional charges may be applicable.
  - NO interior finishes have been included within this proposal.
  - All use taxes required by county and/or city have NOT been included are to be paid in full BY OTHERS.
  - Any special safety requirements/training may be added to the contract via a change order. NO special training has for workers have been included.
  - All labor has been determined using standard wage rates. PREVAILING wages have not been accounted for.

• **Pavilion Clarifications and Exclusions**

- Supply and installation of the ICON DS28.665x36.33-11TS-P52 Dual Slope Steel Shelter.
- Supply includes the following: (6) column design, 2x6 tongue and groove roof deck, 24-gauge standing seam roof panels (Profile to be manufacturer's standard), braces on all columns, twelve electrical cutouts in framing, anchor bolts, templates, powder coating, and sealed engineered drawings.
- All colors are to be selected from the manufacturer's standard available list. Custom colors, including powder-coating, have not been included.
- The tongue and groove roof base is to be installed natural and does not include any staining or weather proofing. This may be applied; however additional costs will be applicable.
- Lead time for engineered drawings is 4-6 weeks from the date of order with the manufacturer.
- Production time is 12-16 weeks as calculated from the date of returned approval drawings.
- Approvals returned with changes may impact the fabrication time stated due to complexity of the changes required.
- Please note ALL masonry shown on the bid drawings for this structure is to be BY OTHERS and not included.
- All related foundation work/engineering, including the placement of the provided anchor bolts, is also NOT included and to be BY OTHERS.
- Should this alternative be approved, 50% of the material cost shown will be due at the time of contract execution.
- The remaining material balance due will be invoiced upon delivery.
- All associated labor will be billed in conjunction with the construction schedule and associated pay application process.

• **Alternate**

- Supply and installation of traditionally installed 4" WMP-VRR faced metal building insulation including thermal blocks at the covered storage area. This material is recommended to reduce the roof "rumble" created by weather and other natural events. Approval of this alternate will also eliminate the forementioned step in the roof panels at the transition from the conditioned office area to the storage.

\$10,699



- **VE**

- Supply and installation of Simple Saver Liner System at the office and 2 bay garage in lieu of 26ga. exposed fastener ceiling liner panel

(\$8,987)

**Plumbing - 22-1300**

• <b>VISITORS CENTER</b>	1 LS
• WC-1	2 EA
• WC-2	2 EA
• U-1	1 EA
• U-2	1 EA
• L-1	2 EA
• L-2	2 EA
• MS-1	1 EA
• EWC-1	1 EA
• FC-1	2 EA
• DCV-1	1 EA
• DWH-1V	1 EA
• CP-1V	1 EA
• TMV-1V	1 EA
• TMV-2	4 EA
• HB-1	2 EA
• WHB-1	1 EA
• YCO	1 EA
• 2 WAY YCO	2 EA
• WHA	1 EA
• <b>Maintenance Center</b>	1 LS
• WC-1	1 EA
• L-3	1 EA
• SH-1	1 EA
• HS-1	1 EA
• EWC-1	1 EA
• MS-1	1 EA
• FS-1	2 EA
• SK-1	1 EA
• FD-1	1 EA
• 3" FCO	1 EA
• 4" FCO	1 EA
• YCO	1 EA
• 2 WAY YCO	1 EA
• DWH-1M	1 EA
• TMV-1M	1 EA
• CP-1M	1 EA
• BV-1	1 EA
• TCB-1	2 EA
• RPZ-1	1 EA
• TMV-2	2 EA
• DCV-1	10 EA
• WHB-1	2 EA
• WHA	1 EA
• <b>Single Restroom Building</b>	
• Toilet Allowance	\$5,000

**HVAC - 23-3000**

• Furnish and install two (2) split systems with accessories as per plans.	1 LS
• Furnish and install two (2) unit heaters with accessories as per plans.	1 LS
• Furnish and install one (1) ceiling exhaust fan with accessories as per plans.	1 LS



• Furnish and install one (1) inline exhaust fan with accessories as per plans.	1 LS
• Furnish and install one (1) wall exhaust fan with accessories as per plans.	1 LS
• Furnish and install one (1) CO/NO gas detection system as per plans.	1 LS
• Furnish and install associated sheet metal (supply/return/transfer) ductwork per SMACNA standards:	1 LS
• All concealed low-pressure round ductwork to be externally wrapped sheet metal pipe.	1 LS
• Furnish and install air devices & dampers as per plans.	1 LS
• Furnish and install louvers as per plans.	1 LS
• Furnish and install insulation of ductwork and refrigerant piping as per plans.	1 LS
• Furnish and install condensate and refrigerant piping as required.	1 LS
• Furnish and install thermostats and control wiring as per plans.	1 LS
• Start-up of new equipment.	1 LS
• Certified Test and Air Balance.	1 LS
• Material lifts/hoists.	1 LS
• Mechanical permit (GEORGETOWN).	1 LS
• Labor (REGULAR HOURS, WAGE RATES) (Provided Davis-Bacon Prevailing Wage Rates)	1 LS
• <b>VE</b>	
• To provide Daikin Split System ILO basis of design Trane Split System.	(\$7,480)

**Electrical - 26-1000**

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• Maintenance	1 LS
• Visitor Center	1 LS
• Pavillion	1 LS
• Chem Toilet	1 LS
• Parking Lot	1 LS
• Section 4	1 LS
• TELCO	1 LS
• Chasco - Repair Decomposed Path & Revegetation	1 LS
• <b>Lighting, Controls, and Gear Qualifications:</b>	
• Including:	
• All fixtures, controls, and gear per electrical plans	1 LS
• <b>Excluding:</b>	
• Attic stock UNO	
• <b>Misc:</b>	
• Twelve to forty week lead times apply to fixture and gear package, additional charges may apply to ship fixtures, anchor bolts, or patterns early.	
• <b>Building Qualifications:</b>	
• <b>Including:</b>	
• All panels, transformers, boxes, conduit, wiring, and devices to provide a complete and functional electrical system as designed and specified per plan.	
• Temp power with spider box (SOFT from T-Pole) and egress lighting per OSHA standard, task lighting in enclosed spaces by others.	
• One point electrical connections to mechanical and plumbing equipment.	
• Electrical make safe for demo - 2-Hrs 2-man crew - all additional demo will be billed hourly.	
• The use of MC Cable where concealed within walls and ceiling spaces for lighting and receptacle branch wiring.	
• <b>Excluding:</b>	
• Plywood backboard.	
• Slab, sheetrock, and similar surfaces saw cutting, patching, coring, boring, or X-ray.	
• Fire alarm, duct detector, and low voltage systems conduit and wiring - back boxes and conduit stub up to accessible ceiling, if shown, included per plan.	
• Wall / roof penetrations, fire caulking, and sealing.	
• All furniture wiring and specialty connections or devices.	
• All waste bins, recycling, and haul away fee's of discarded materials - job area cleanup included - trash bins assumed adjacent to space on same level.	
• Patching and repair of sprayed on fire proofing.	
• Costs for removal/abatement of hazardous or toxic materials.	





- Lightning protection system, counterpoise, and ground ring.
- Any 3rd party or NETA testing.
- Piping for generator fuel and exhaust systems.
- Any/ all existing non-code compliant wiring above ceiling to include high and low voltage conduit and cabling as well as non-working fixtures and devices.
- Stand alone racking supports for HY AC - assuming all disconnects mounted direct to unit if not already integral. MISC:
- Adequate storage, staging area, and parking to be made available on site.
- Proposal assumes all conduit and boxes will be installed prior to drywall.

#### • Site Qualifications

##### • Including:

- All boxes, conduit, wiring, and devices to provide a complete and functional electrical system as designed and specified per plan.
- Primary electrical power conduit and trenching 2-4" PVC SCH 40 - not shown but needed allowance of 75FT provided in this estimate.
- Secondary power conduit, wiring, and trenching - SCH 40 QTY per plan - allowance of footage provided per electrical plans.
- Low voltage conduit and trenching 2-2" SCH 40 and 2-4" SCH 40 - allowance of 75FT for the 2-4" to COMM hub not shown per plan.
- Site lighting and monument sign conduit and wire - monument sign to be installed to nearest pole lighting and share raceway to panel.
- All HY pull-boxes shown per plan and spec and quazite per spec in ground boxes for TELCO.
- I-200A/240V/single phase O/H T-Pole with receptacles below pole within SOFT of utility line pole and I-50A job trailer connection within SOFT of T-Pole.
- \*\*All other temp power excluded and billed on an as needed basis per T&M rate listed\*\*
- Including routing of site conduit at EC digression in lieu of plan documents where easements are not specified.

##### • Excluding:

- Concrete, pavement, and similar surfaces saw cutting, patching, coring, boring, or X-ray.
- Concrete encasement of underground electrical service conductors.
- Any solid rock that has to be demolished for conduits.
- Construction of all site concrete bases to include: all pole lighting, monument signage, bollards, and XFMR Pad's.
- Repair or replacement of landscaping.
- Any select fill requirements.
- Soil back fill compaction in excess of 90% and lift in increments of more than 12".
- Excavation below new and existing utilities.
- Surveying of transformers, sectionalizers, pull-boxes, pole lights, and conduit routing in specific easements where EC cannot run conduit point to point. MISC:
- All excavations, ductbanks and/or trenches are assumed to be excavated after final grading completed.

##### • VE

	(\$40,000)
• Standard Steel Pole and Parking Lot Fixture:	1 LS
• LUMARK PFPRV-1-C25-T3-20	1 LS
• PREVAIL,SINGLE,C25,T3,80MPH,SSS4A20	1 LS

#### Fire Alarm - 28-3100

• Excluded per Architect direction	(\$36,794)
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#### Site Excavation - 31-1000

• Clear & Grub	8 AC
• Hand Clear & Grub- Bridge Crossing	1 LS
• Strip Topsoil	2,980 CY
• Excavation	8,525 CY
• Embankment	3,325 CY
• Select Fill Building Pad	4,100 TN



• Haul-Off Excess Material	590 LD
• Backfill Curb	4,520 LF
• Respread Topsoil- 4"	2,755 CY
• Temporary Construction Access	2,250 LF
• Traffic Control	1 LS

**Erosion Control - 31-2500**

• SW3P	1 LS
• Silt Fence	5,715 LF
• Tri-Dike	100 LF
• Tree Protection With Plank And Sign	2,000 LF
• Construction Entrance	1 EA
• Concrete Wash Pit	1 EA
• Vegetative Filter Strip	2,500 SY
• Native Seed Hydromulch	33,500 SY
• Bermuda Hydromulch- Septic	2,300 SY

**Paving - 32-1217**

• Subgrade Prep	13,700 SY
• 8" Flex Base	6,100 TN
• 4" Gravel	2,000 TN
• 2" HMA	6,475 SY
• Striping And Signage	1 LS
• 24" Ribbon Curb	2,550 LF

**Termite Control - 31-3116**

Termite Control Allowance	\$2,500
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**Fencing - 32-3100**

• Post & Cable Fence	1,045 LF
• Wood Rail Fence	425 LF
• Pipe Gate	1 EA
• 6' Chainlink Fence @ Maintenance Yard & Gates	565 LF
• Metal Beam Guardrail	245 LF

**Landscaping & Irrigation - 32-9300**

• Landscape	1 LS
• Irrigation	1 LS
• Picnic Table	4 EA
• Trash Receptacle	3 EA
• Site Bench	6 EA
• 6" Pavillion Concrete Paving	1,168 SF
• Masonry Signage	1 EA
• Kiosk Replacement With Masonry	1 EA
• Tree Well	50 LF
• Anti-Graffiti Painting Of Abutment	770 SF
• VE	(\$26,200)
• Deduct Picnic Tables	4 EA
• Deduct Trash Receptacle	3 EA
• Deduct Site Bench	6 EA

**Utilities - 33-0010**

• Water	1 LS
• Cut & Cap Waterline	3 EA
• Demo Water Assembly	1 EA
• 16X8 Tapping Sleeve And Valve	1 EA



• Tie To 2" WL	1 EA
• 8" PVC Waterline	1,275 LF
• 2" PVC Waterline	1,140 LF
• 6" Di Lead	15 LF
• 6" Sch 80 Sleeve	25 LF
• 8" Gate Valve	2 EA
• 2" Gate Valve	4 EA
• Fire Hydrant Assembly	1 EA
• 8" Domestic Meter W/ Vault	1 EA
• 8" Backflow Preventer W/ Vault	1 EA
• Test Waterline	2,430 LF
• Trench Protection	2,430 LF
• Repair Existing Trail	265 SF
• Patch Existing HMAc	60 SY
• Flow Fill Trench @ Patch	25 CY
• <b>Wastewater</b>	1 LS
• 4" PVC WWL- All Depths	705 LF
• 2" PVC Force Main	130 LF
• 4" Cleanout	12 EA
• Grinder Pump Station	1 EA
• Septic Drain Field	2,270 SY
• Relocate Existing Drain Field	1,460 SY
• Test WWL	835 LF
• Trench Safety	835 LF
• <b>Alternate</b>	
• Waterline Installation Allowance	\$143,100
• Demo HMAc Path	120 SF
• Clear & Grub WL	2 BOX
• Tie To Waterline	2 EA
• 8" C900 DR 14 PVC Waterline	1,100 LF
• 6" Class 350 DI Waterline	20 LF
• 8" Gate Valve	2 EA
• Fire Hydrant Assembly	1 EA
• 1" Meter Assembly	1 EA
• Repair Hiking Path- Concrete	120 SF
• Test And Chlorinate Waterline	1,100 LF
• Trench Safety	1,100 LF
• Fine Grade Work Area	3,000 SY
• Hydromulch Disturbed Area- Native	3,000 SY

**BIM / CAD Services & Drone Survey - 51-7100**

• BIM and CAD services for construction	1 LS
• Drone Survey	1 LS

**Remaining Work to be Procured - 51-8920**

• Scope of work items to be determined	\$280,796
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**Exclusions**

- The following items are not included in our Cost Estimate:
  - Architectural or Engineering Fees
  - Materials testing cost
  - Permit fees
  - Impact fees of any kind
  - Fire Pump
  - Utility connection fees of any kind
  - Assessment Fees to be paid by Owner



- Hazardous material assessment, removal, or abatement
- Engineer stamped steel shop drawings
- Landscape maintenance
- Window coverings/blinds/curtains
- The following items are to be provided and installed by the Owner
- Seating and Tables
- Audio and Video, Systems (apart from electrical infrastructure)
- Security and/or Intrusion Alarm Systems, CCTV System, IT and Data Systems, Communication systems, cabling or equipment
- All non-fixed furnishings
- Any Owner's Betterment Allowance
- Any items noted in this scope narrative as "not included" or "not included in price"

#### **Remaining Work to be Procured**

The 100% CD Estimate includes Remaining Work to be Procured in the amount of \$280,796 for Scope of work items to be determined

#### **General Materials Pricing – Applies to all Above Scopes of Work**

Due to the extreme volatility and uncertainty of materials pricing in the current market, If the price of any material increases over the amounts included in this proposal, the price shall be equitably adjusted by an amount necessary to cover any such documented increase.

#### **General Material Availability and Supply Chain – Applies to all Above Scopes of Work**

Due to ongoing supply chain issues, Contractor will exercise all reasonable diligence to deliver the Project as per the mutually agreed upon schedule but shall not be responsible for any damages for delays or liquidated damages due to any cause beyond Contractor's reasonable control, including but not limited to, pandemics, labor shortages, material shortages, material delays, shipping delays, acts of God, civil unrest, or action by any official act of government.

#### **Cost Estimate**

##### **Lump Sum Cost for Building and Site Work**

**\$5,950,619**

##### **Value Engineering Included (all values approximate)**

• To provide Daikin Split System ILO basis of design Trane Split System.	Included	(\$7,480)
• Standard factory finish (gray, tan or white) for the overhead doors in lieu of powder coat	Included	(\$5,073)
• Site Furnishings - Picnic Tables, Trash Receptacles, Site Benches	Included	(\$26,200)
• Remove full Fire Alarm Scope	Included	(\$36,794)
• Supply and installation of Simple Saver Liner System at the office and 2 bay garage in lieu of 26ga. exposed fastener ceiling liner panel	Included	(\$8,987)
• Complete Legacy VE with typical standard steel pole lights	Included	(\$40,000)

##### **Alternates Included (all values approximate)**

• Supply and installation of traditionally installed 4" WMP-VRR faced metal building insulation including thermal blocks at the covered storage area. This material is recommended to reduce the roof "rumble" created by weather and other natural events. Approval of this alternate will also eliminate the forementioned step in the roof panels at the transition from the conditioned office area to the storage.	Included	\$10,699
• Waterline Installation Allowance (Pending design and final direction)	Included	\$143,100



##### **Alternates NOT Included (Alternates do not include the GC Fee, bond, insurance etc. These amounts will be added if an alternate is selected)**

• Supply and installation of 26ga. exposed fastener ceiling liner panel at the covered storage area. (30' x 150' of total coverage.) Includes all required trims and flange brace clips.	Add	\$32,861
--	-----	----------

##### **Allowances Included**

• (Plumbing) Restroom Facility Toilet Allowance	Included	\$5,000
• Identification Devices & Graphics	Included	\$2,500
• Termite Control Allowance	Included	\$2,500

## **GMP Proposal Cost Breakdown**

	100% CD Budget Revision 2		Desktop Budget		 100% CD Budget 1/19/24
	1/19/2024		10/26/2023		
	8,290 SF 43 Weeks		8,290 SF 43 Weeks		
Scope	Costs	Per SF	Costs	Per SF	Variance
General Conditions	\$ 379,803	\$ 45.81	\$ 380,869	\$ 45.94	\$ (1,066)
Demolition	\$ 41,300	\$ 4.98	\$ 40,904	\$ 4.93	\$ 396
Site Concrete	\$ 376,150	\$ 45.37	\$ 365,780	\$ 44.12	\$ 10,370
Building Concrete	\$ 418,250	\$ 50.45	\$ 275,540	\$ 33.24	\$ 142,710
Masonry	\$ 69,243	\$ 8.35	\$ 27,000	\$ 3.26	\$ 42,243
Structural Steel	\$ 12,000	\$ 1.45	\$ 12,000	\$ 1.45	\$ -
Rough Carpentry	\$ 222,930	\$ 26.89	\$ 148,272	\$ 17.89	\$ 74,658
Finish Carpentry & Cabinets	\$ 44,150	\$ 5.33	\$ 33,745	\$ 4.07	\$ 10,405
Caulking, Flashing and Insulation	\$ 51,060	\$ 6.16	\$ 55,936	\$ 6.75	\$ (4,876)
Roofing	\$ 37,400	\$ 4.51	\$ 95,450	\$ 11.51	\$ (58,050)
Doors, Frames & Hardware	\$ 39,464	\$ 4.76	\$ 58,451	\$ 7.05	\$ (18,987)
Overhead Doors	\$ 22,744	\$ 2.74	\$ 20,000	\$ 2.41	\$ 2,744
Glass & Glazing & Storefronts	\$ -	\$ -	\$ 15,747	\$ 1.90	\$ (15,747)
Wood Windows	\$ 7,397	\$ 0.89	\$ -	\$ -	\$ 7,397
Louvers	\$ 2,523	\$ 0.30	\$ 1,250	\$ 0.15	\$ 1,273
Drywall & Acoustical	\$ 111,559	\$ 13.46	\$ 121,720	\$ 14.68	\$ (10,161)
Ceramic & Stone	\$ 35,050	\$ 4.23	\$ 29,245	\$ 3.53	\$ 5,805
Concrete Floor Sealer	\$ 3,700	\$ 0.45	\$ 14,177	\$ 1.71	\$ (10,477)
Carpet, VCT & Base	\$ -	\$ -	\$ 4,499	\$ 0.54	\$ (4,499)
Paint and Wallcovering	\$ 45,800	\$ 5.52	\$ 56,054	\$ 6.76	\$ (10,254)
Division 10 Specialties	\$ 14,571	\$ 1.76	\$ 19,500	\$ 2.35	\$ (4,929)
Identification Devices & Graphics	\$ 2,500	\$ 0.30	\$ 2,500	\$ 0.30	\$ -
Pre-Engineered Metal Building	\$ 386,143	\$ 46.58	\$ 389,115	\$ 46.94	\$ (2,972)
Plumbing	\$ 169,906	\$ 20.50	\$ 146,462	\$ 17.67	\$ 23,444
HVAC	\$ 97,379	\$ 11.75	\$ 142,180	\$ 17.15	\$ (44,801)
Electrical	\$ 526,800	\$ 63.55	\$ 636,480	\$ 76.78	\$ (109,680)
Fire Alarm	\$ -	\$ -	\$ -	\$ -	\$ -
Site Excavation	\$ 466,815	\$ 56.31	\$ 503,105	\$ 60.69	\$ (36,290)
Erosion Control	\$ 109,400	\$ 13.20	\$ 104,893	\$ 12.65	\$ 4,507
Termite Control	\$ 2,500	\$ 0.30	\$ -	\$ -	\$ 2,500
Paving	\$ 563,815	\$ 68.01	\$ 552,825	\$ 66.69	\$ 10,990
Fencing	\$ 144,120	\$ 17.38	\$ -	\$ -	\$ 144,120
Landscaping & Irrigation	\$ 228,505	\$ 27.56	\$ 812,860	\$ 98.05	\$ (584,355)
Utilities	\$ 704,180	\$ 84.94	\$ 584,009	\$ 70.45	\$ 120,171
BIM / CAD Services & Drone Survey	\$ 8,000	\$ 0.97	\$ -	\$ -	\$ 8,000
Work yet to be procured 5%	\$ 280,796	\$ 33.87	\$ 595,028	\$ 71.78	\$ (314,232)
Subtotal Cost	\$ 5,246,150	\$ 632.83	\$ 5,864,727	\$ 707.45	\$ (618,577)
Fee	\$ 704,469	\$ 84.98	\$ 739,061	\$ 89.15	\$ (34,592)
SubTotal	\$ 5,950,619	\$ 717.81	\$ 6,603,788	\$ 796.60	\$ (653,169)
Owner's Contingency 5%	\$ 297,531	\$ 35.89	\$ 330,189	\$ 39.83	\$ (32,658)
Total	\$ 6,248,150	\$ 753.70	\$ 6,933,977	\$ 836.43	\$ (685,827)

#### Value Engineering Included (all values approximate)

To provide Daikin Split System ILO basis of design Trane Split System.	Included	(\$7,480)
Standard factory finish (gray, tan or white) for the overhead doors in lieu of powder coat	Included	(\$5,073)
Site Furnishings - Picnic Tables, Trash Receptacles, Site Benches	Included	(\$26,200)
Remove full Fire Alarm Scope	Included	(\$36,794)
Supply and installation of Simple Saver Liner System at the office and 2 bay garage in lieu of 26ga. exposed	Included	(\$8,987)
Complete Legacy VE with typical standard steel pole lights	Included	(\$40,000)

#### Alternates Included (all values approximate)

Supply and installation of traditionally installed 4" WMP-VRR faced metal building insulation including thermal blocks at the covered storage area. This material is recommended to reduce the roof "rumble" created by weather and other natural events. Approval of this alternate will also eliminate the forementioned step in the roof panels at the transition from the conditioned office area to the storage.	Included	\$10,699.00
Waterline Installation Allowance (Pending design and final direction)	Included	\$143,100.00

#### Alternates Not Included (NOTE: Alternates do not include the GC Fee, bond, insurance etc. These amounts will be added if an alternate is selected)

Supply and installation of 26ga. exposed fastener ceiling liner panel at the covered storage area. (30' x 150' of total coverage.) Includes all required trims and flange brace clips.	Add	\$32,861.00
--	-----	-------------

#### Allowances Included

(Plumbing) Restroom Facility Toilet Allowance	Included	\$5,000.00
Identification Devices & Graphics	Included	\$2,500.00
Termite Control Allowance	Included	\$2,500.00



Project

**Berry Springs Park 100% CD GMP Budget**

Chasco Constructors

Estimator

Alex Paetznick

Bid Date

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
02-4180	<b>Demolition</b>	1	LS	0.00	0	0.00	0	41,300.00	41,300	41,300
	Sawcut	310	LF	0.00	0	0.00	0	0.00	0	0
	Demo Fence	315	LF	0.00	0	0.00	0	0.00	0	0
	Relocate Kiosk	1	EA	0.00	0	0.00	0	0.00	0	0
	Demo Curb	270	LF	0.00	0	0.00	0	0.00	0	0
	Demo 2" HMA	1475	SY	0.00	0	0.00	0	0.00	0	0
	Demo Decomposed Granite Path	11540	SF	0.00	0	0.00	0	0.00	0	0
	Remove & Recompact Base & Gravel	300	TN	0.00	0	0.00	0	0.00	0	0
	Demo Ranch House	990	SF	0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		41,300	41,300

Project

**Berry Springs Park 100% CD GMP Budget**

Chasco Constructors

Estimator

8,290 SF

Alex Paetznick

Bid Date

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
03-5100	<b>Site Concrete</b>									
		1 LS		0.00	0	0.00	0	376,150.00	376,150	376,150
	Sidewalk	10465 SF		0.00	0	0.00	0	0.00	0	0
	Sidewalk- Stamped And Colored	1325 SF		0.00	0	0.00	0	0.00	0	0
	Sidewalk- Maintenance Yard Stoop	80 SF		0.00	0	0.00	0	0.00	0	0
	Handicap Ramp	5 EA		0.00	0	0.00	0	0.00	0	0
	Concrete island Cap	160 SF		0.00	0	0.00	0	0.00	0	0
	Handicap Building Entry	1 EA		0.00	0	0.00	0	0.00	0	0
	Trickle Channel	435 SF		0.00	0	0.00	0	0.00	0	0
	Rock Retaining Wall	1996 SF		0.00	0	0.00	0	0.00	0	0
	Light Pole Base	8 EA		0.00	0	0.00	0	0.00	0	0
	Transformer Pad	2 EA		0.00	0	0.00	0	0.00	0	0
	Steel Bollard	17 EA		0.00	0	0.00	0	0.00	0	0
	Decomposed Granite Walk W/ Base	1170 SF		0.00	0	0.00	0	0.00	0	0
	Sidewalk-Offsite	1690 SF		0.00	0	0.00	0	0.00	0	0
	Decomposed Granite Walk-Offsite	50 SF		0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		376,150	376,150



Estimator  
Bid Date

8,290 SF

Alex Paetznick  
11/30/2023

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Project

**Berry Springs Park 100% CD GMP Budget**

ATX

Estimator  
Bid Date

Alex Paetznick  
11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
04-2000	<b>Masonry</b>									
	<b>Pavilion Masonry</b>	1 LS		0.00	0	0.00	0	40,475.00	40,475	40,475
	8" and 6" Reg Gray CMU			0.00	0	0.00	0	0.00	0	0
	Grout & Rebar			0.00	0	0.00	0	0.00	0	0
	Dimensional Stone Veneer			0.00	0	0.00	0	0.00	0	0
	Wall Ties			0.00	0	0.00	0	0.00	0	0
	Mortar Net			0.00	0	0.00	0	0.00	0	0
	Cast Stone Bands			0.00	0	0.00	0	0.00	0	0
	<b>Directional Sign</b>	1 LS		0.00	0	0.00	0	20,243.00	20,243	20,243
	8x8x16 Reg Gray CMU			0.00	0	0.00	0	0.00	0	0
	Grout & Rebar			0.00	0	0.00	0	0.00	0	0
	Full Bed Stone Veneer - Cimaroon			0.00	0	0.00	0	0.00	0	0
	Cast Stone Sign Panels			0.00	0	0.00	0	0.00	0	0
	<b>Kiosk Masonry</b>	1 LS		0.00	0	0.00	0	4,500.00	4,500	4,500
	Stone Columns - 2ea			0.00	0	0.00	0	0.00	0	0
	Mobilization & Equipment	1 LS		0.00	0	0.00	0	2,750.00	2,750	2,750
	4'x4' Masonry Mockup Panel	1 LS		0.00	0	0.00	0	1,275.00	1,275	1,275
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		69,243	69,243

Project

8,290 SF

Chasco Constructors

Estimator

Alex Paetznick

Bid Date

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
05-1223	Structural Steel									
	Misc Steel	1	LS	0.00	0	0.00	0	12,000.00	12,000	12,000
			LS	0.00	0	0.00	0	0.00	0	0
			LS	0.00	0	0.00	0	0.00	0	0
			LS	0.00	0	0.00	0	0.00	0	0
			LS	0.00	0	0.00	0	0.00	0	0
			LS	0.00	0	0.00	0	0.00	0	0
			LS	0.00	0	0.00	0	0.00	0	0
			LS	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	TOTAL				0		0		12,000	12,000

Project

**Berry Springs Park 100% CD GMP Budget**

RKB

Estimator

8,290 SF

Bid Date

Alex Paetznick

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
06-1000	<b>Rough Carpentry</b>									
	<b>Furnish and install: Visitor Center</b>	1 LS		0.00	0	0.00	0	222,930.00	222,930	222,930
	Wood walls, headers, bracing, engineered roof trusses, doug fir timber trusses, doug fir post, beams, brackets and t&g decking at porches, 1x6 doug fir soffit, hardie soffit at two porches, , 15/32" cdx wall sheathing, tyvek commercial wrap, 5/16" x 8 1/4" hardie lap siding, 5/4" hardie trim, and 5/4" hardie fascia (all hardie to be factory primed), 5/8" cdx roof deck,	1 LS		0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>Restroom Facility</b>	1 LS		0.00	0	0.00	0	0.00	0	0
	wood walls, yp rafters, 15/32" wall sheathing, 5/8" cdx roof deck, tyvek commercial wrap, 5/16" x 8 1/4" hardie lap siding, hardie soffit, 5/4" hardie fascia, 5/4" hardie trim, (all hardie to be factory primed), and Simpson Hardware for wood to wood connections.			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>Maintenance Building</b>	1 LS		0.00	0	0.00	0	0.00	0	0
	tyvek commercial wrap where hardie is installed, 5/16" x 8 1/4" hardie lap siding, 5/4" hardie trim. Exterior sheathing must be plywood. Includes wage scale.			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Furnish all material, fasteners, hoisting, scaffolding, supervision, and personnel for this scope of work.	1 LS		0.00	0	0.00	0	0.00	0	0
	<b>Does not include:</b> window installation, dumpster for construction debris, interior t&g ceilings or trim, temporary power, caulk/paint/stain, steel, steel erection, drilling holes in steel, welding, insulation or drywall, waterproofing, flashing, roof dry-in, cast-in-place hardware or anchor bolts, or embedded post bases. Metal framed walls in maintenance building, stainless steel thruwall flashing, rainscreen behind siding, wall sheathing at maintenance building. Sales tax on material.	1 LS		0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
		LS		0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		222,930	222,930
06-1000 06	Subcontract \$ 222,930.00									

**Alternates**

Option for labor only to install t&g wood deck on pavilion Add:

\$5,400.00

Project

Estimator  
Bid Date

**Berry Springs Park 100% CD GMP Budget**  
8,290 SF  
Alex Paetznick  
11/30/2023

Euro-Tex Mfg.

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
06-2200	<b>Finish Carpentry &amp; Cabinets</b>									
	<b>WILSONART 5TH AVE. ELM 4966K-12</b>	1.0	LS	0.00	0	0.00	0	23,800.08	23,800	23,800
	Plastic Laminated Cabinets, White Melamine Cabinet Interiors			0.00	0	0.00	0	0.00	0	0
	Base 2 Doors 2 Drawers	12.5	LF	0.00	0	0.00	0	0.00	0	0
	Ada Sink Base Sloped Panel	9.6	LF	0.00	0	0.00	0	0.00	0	0
	Finished End Base Cabinets	3	QTY	0.00	0	0.00	0	0.00	0	0
	Upper Cabinets 2 Door 30"-36" Tall	9.1	LF	0.00	0	0.00	0	0.00	0	0
	Upper Cabinet Finished End	1	QTY	0.00	0	0.00	0	0.00	0	0
	Laminated Toe Base	16.5	LF	0.00	0	0.00	0	0.00	0	0
	<b>WILSONART ARTIC DRIFT 9246SS</b>			0.00	0	0.00	0	0.00	0	0
	Solid Surface 1			0.00	0	0.00	0	0.00	0	0
	Solid Surface , 4" Splash	39.65	SF	0.00	0	0.00	0	0.00	0	0
	Seam Kits	1	QTY	0.00	0	0.00	0	0.00	0	0
	Shipping Cost	1	QTY	0.00	0	0.00	0	0.00	0	0
	<b>QZ-1= 2CM WILSONART "VICENTIA" #Q4063 POLISHED</b>			0.00	0	0.00	0	0.00	0	0
	Front Attendant #C1103 (Qty: 1)	17.65	SF	0.00	0	0.00	0	0.00	0	0
	Lounge Rr #C1201 (Qty: 1)	16.84	SF	0.00	0	0.00	0	0.00	0	0
	Trim			0.00	0	0.00	0	0.00	0	0
	1X6 Paint Grade S4S Trim	171.8	LF	0.00	0	0.00	0	0.00	0	0
	4" Paint Grade Crown Molding	156.6	LF	0.00	0	0.00	0	0.00	0	0
	Wall Supports			0.00	0	0.00	0	0.00	0	0
	A&M 18 X 24 Surface Mounted Support	2	QTY	0.00	0	0.00	0	0.00	0	0
	A&M 1.0" Extended Concealed Brackets 18" X 24"	1	QTY	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>Installation of Pre-Finished 5-1/4" Face Plain Sawn Douglas Fir Random Lengths at Interior Ceiling of Lobby C1101 &amp; C1102 in the Visitors Center</b>	1	LS	0.00	0	0.00	0	20,350.00	20,350	20,350
				0.00	0	0.00	0	0.00	0	0
	Included in Scope			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	- Elevation 11 A1-401 "Lounge 3" (Visitor's Center): Plastic laminated ADA sink base, quartz top.			0.00	0	0.00	0	0.00	0	0
	- Elevation 3,4,5 A1-401 "Reception Desk Elevation" (Visitor's Center): Quartz top, surface mounted supports. (Sheet rock knee wall by others).			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	- Sheet A1-701 (Visitor's Center) 1x6 paint grade pine baseboard at RM #1101, 1102, 1103, 1104, 1105 (painted by others).			0.00	0	0.00	0	0.00	0	0
	- Sheet A1-102 (Visitor's Center) 8012 paint grade crown molding at RM #1101, 1102, 1103 (painted by others).			0.00	0	0.00	0	0.00	0	0
	- Elevation 2 A2-400 "Break / Meeting Room" (Maintenance Building): Plastic laminated cabinets, solid surface tops.			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>Millwork Qualifications</b>			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Cabinets will be built "AWI: Custom Grade" frameless construction.			0.00	0	0.00	0	0.00	0	0
	Unless noted otherwise, cabinet interior to be white melamine.			0.00	0	0.00	0	0.00	0	0
	Standard Wilsonart plastic laminate has been priced.			0.00	0	0.00	0	0.00	0	0
	Typically, PVC edge banding is manufactured by a different company than the plastic laminate. Therefore, some color discrepancies may occur.			0.00	0	0.00	0	0.00	0	0
	The failure to list specific exclusions does not imply that said items, including trim, are included by default.			0.00	0	0.00	0	0.00	0	0
	Any changes in material and/or color selection after bid date can affect cost.			0.00	0	0.00	0	0.00	0	0
	Any insurance requirement where we are charged an additional premium will be charged back to contractor.			0.00	0	0.00	0	0.00	0	0
	This proposal includes installation of millwork.			0.00	0	0.00	0	0.00	0	0
	This proposal is based on all work being completed in one phase.			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0

Exclusions

- Any additional insurance or bonding
- AWI certifications and/or labels are excluded
- All glass work performed by others
- Windows sills, casing, chair rail
- Sheet rock knee wall at reception desk in Visitor's Center
- Putty work, caulking, or painting of base trim in Visitor's Center
- Doors, frames, hardware, and glazing
- Any in-wall blocking
- Metal in-wall brackets, or sub-framing except as listed in this scope
- Sinks
- Ceilings
- Any items or tasks not listed in this scope.

0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0
0.00	0	0.00	0	0.00	0	0

TOTAL

0 0 44,150 44,150

06-2200 06 Subcontract Euro-Tex Mfg. \$ 44,150.08

ALTERNATE

INSTALLATION OF PRE-FINISHED 5" FACE VERTICAL GRAIN DOUGLAS FIR AT INTERIOR CEILING OF LOBBY C1101& C1102  
IN THE VISITORS CENTER ( Substrate for fastening trim supplied and installed by others)

\$27,148.00

INSTALLATION OF PRE-FINISHED 5-1/4" FACE PLAIN SAWN DOUGLAS FIR RANDOM LENGTHS AT INTERIOR CEILING OF LOBBY  
C1101& C1102 IN THE VISITORS  
CENTER ( Substrate for fastening trim supplied and installed by others) .

\$20,350.00

Project

**Berry Springs Park 100% CD GMP Budget**

Alpha Insulation

Estimator

8,290 SF

Alex Paetznick

Bid Date

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
07 1000	<b>Caulking, Flashing and Insulation</b>									
	<b>SECTION 072100 THERMAL INSULATION</b>	1 LS	0.00	0	0.00	0	20,000.00	20,000	20,000	
	Inclusions: R-20 Closed Cell Spray Foam Insulation applied to underside of roof deck. Includes 15min ignition barrier. Exclusions: Glass fiber insulation and all other work of this section, insulation at misc voids, cracks or crevices, Testing, patching of insulation damaged by others, thermal barrier, ignition barrier, protection of floor-stocked materials, electrical power for our application, temperature and humidity control of building, additional mobilizations, protection of MEP installed out of sequence and work in existing areas.									
	Note: - Concrete floors and roofing must be complete prior to installation of spray foam. - MEP ducts, conduit, piping, and equipment and interior walls to be installed after spray foam is complete. - Floors to be free of stocked materials. - Dumpster to be supplied by others free of charge. - Heat and enclosure that may be required to maintain 40 degree temperature by others free of charge.									
	<b>SECTION 072500 WEATHER BARRIERS</b>	1 LS	0.00	0	0.00	0	16,200.00	16,200	16,200	
	Inclusions: Building Wrap applied to exterior walls. Includes sealing of sheathing joints. Includes flexible flashings at base of wall and openings. Exclusions: Cleaning and patching of the substrates, flashing not directly associated with the air barrier, metal flashing and trim, and flashing associated with roofing, foam sealant at window and door frames, and protection of air barrier after installation.									
	<b>SECTION 076200 SHEET METAL FLASHING AND TRIM</b>	1 LS	0.00	0	0.00	0	9,457.00	9,457	9,457	
	Inclusions: 26G Stainless Steel Flashing applied to: Base of Wall Window Heads Door Heads  Exclusions: Metal flashings at jambs, sills, trim at fiber cement siding, and all other sheet metal not mentioned above.									
	<b>SECTION 079200 JOINT SEALANTS</b>	1 LS	0.00	0	0.00	0	5,403.00	5,403	5,403	
	Inclusions: Exterior Silicone Building Sealants applied to: hollow metal Door frames louver frames Site Polyurethane Sealants applied to: Concrete Paving CJs & EJs Sidewalk EJs Site Pavement to Base of Building EJ  Exclusions: Sealants within fiber cement panels, fiber cement trim, interior sealants, retaining wall sealants, custom colors, roofing, removal of zip strips or wood fillers and all other joint sealants not mentioned above.									
	<b>TOTAL</b>				0		0		51,060	51,060
07-1000 06	Subcontract Alpha Insulation \$ 51,060.00									

ALTERNATE

Project

**Berry Springs Park 100% CD GMP Budget**

PureSky

8,290 SF

Estimator

Alex Paetznick

Bid Date

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
07 4100	<b>Roofing</b>									
	<b>Visitors Center</b>	1 LS		0.00	0	0.00	0	35,000.00	35,000	35,000
	<b>Standing Seam Metal Roof Panels</b>			0.00	0	0.00	0	0.00	0	0
	2" x 16", 24 ga. vertical-rib, snap joint mechanically seamed standing seam metal roof panels over 30 mil self adhering underlayment. 20 year "Finish" and weathertightness warranties and 2 year workmanship warranty	24 SQS		0.00	0	0.00	0	0.00	0	0
	<b>Sheet Metal Flashing and Trim</b>			0.00	0	0.00	0	0.00	0	0
	24 ga prefinished metal box rake trim with drip edge at SSMR, wall/roof intersections, gutters and downspouts	525 LF		0.00	0	0.00	0	0.00	0	0
	<b>Restroom Facility</b>	1 LS		0.00	0	0.00	0	2,400.00	2,400	2,400
	<b>Standing Seam Metal Roof Panels</b>			0.00		0.00		0.00		
	2" x 16", 24 ga. vertical-rib, snap joint mechanically seamed standing seam metal roof panels over 30 mil selfadhering underlayment. 20 year "Finish" and weathertightness warranties and 2 year workmanship warranty	1 SQS		0.00		0.00		0.00		
	<b>Sheet Metal Flashing and Trim</b>			0.00	0	0.00	0	0.00	0	0
	24 ga prefinished metal box rake trim with drip edge at SSMR, wall/roof intersections, gutters and downspouts	50 LF		0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		37,400	37,400
07-4100 06	Subcontract PureSky \$ 37,400.00									

**ALTERNATE**

5.) Install Pavilion metal roof (LABOR ONLY)

12 SQS \$4,200

6.) Hoisting for Line Item 5 (if not done at the same time as other structures )

\$2,000





Project

**Berry Springs Park 100% CD GMP Budget**

Alamo Door Systems

Estimator  
Bid Date

Alex Paetznick  
11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT LABOR	LABOR	UNIT MATL.	MATERIAL	UNIT SUB.	SUB #	TOTALS
08-3623	<b>Overhead Doors</b>									
	12-0 x 10-0, Mark 208B, 209B	2 EA		0.00	0	0.00	0	13,908.50	27,817	27,817
				0.00	0	0.00	0	0.00	0	0
	Cornell Iron Works Model ESD20, insulated interior coil weathered Thermiser, face of wall mount, 22 gauge, powder coated (Choice of one 180 RAL standard factory finishes) galvanized steel curtain, hot dipped bottom bar steel angles, single guide weathering, lintel brush seal, bottom bar astragal, slide bolt coil side (padlock by others), 50K cycles, chain hoist operated, 30psf wind load rated.									
	VE			0.00	0	0.00	0	0.00	0	0
	Standard factory finish (gray, tan or white) for the overhead doors in lieu of powder coat	1 ls		0.00	0	0.00	0	-5,073.00	-5,073	-5,073
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		22,744	22,744
08-3623	Purchase Order Alamo Door Systems \$ 22,744.00									

**ALTERNATE**

VE Standard factory finish (gray, tan or white) for the overhead doors in lieu of powder coat Deduct \$ (5,073.00)

Project

**Berry Springs Park 100% CD GMP Budget**

Pella

Estimator

Alex Paetznick

Bid Date

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
08-5200	<b>Wood Windows</b>									
			LS	0.00	0	0.00	0.00	0.00	0.00	0.00
	Lifestyle, Double Hung, 23.5 X 47.5, Without HGP, Black	4	EA	0.00	0	427.36	1,709.44	0.00	0.00	1,709.44
	Lifestyle, 3-Wide Double Hung, 88.5 X 47.5, Without HGP, Black	2	EA	0.00	0	1,483.46	2,966.92	0.00	0.00	2,966.92
	Lifestyle, 2-Wide Double Hung, 59 X 47.5, Without HGP, Black	2	EA	0.00	0	975.94	1,951.88	0.00	0.00	1,951.88
	Lifestyle, Double Hung, 29.5 X 47.5, Without HGP, Black	1	EA	0.00	0	468.42	468.42	0.00	0.00	468.42
	Jobsite Delivery	1	EA	0.00	0	300.00	300.00	0.00	0.00	300.00
				0.00	0	0.00	0.00	0.00	0.00	0.00
				0.00	0	0.00	0.00	0.00	0.00	0.00
	<b>TOTAL</b>				0		7,396.66		0.00	7,396.66
08-5200	Subcontract Pella \$ 7,396.66									

Project

**Berry Springs Park 100% CD GMP Budget**

Aircraft

Estimator

Alex Paetznick

Bid Date

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
08-9100	<b>Louvers</b>									
	<b>Single Restroom Vents</b>	1	LS	0.00	0	0.00	0	2,523.00	2,523	2,523
	(x2) wall vents	2	EA	0.00	0	0.00	0	0.00	0	0
	(x2) Louvers	2	EA	0.00	0	0.00	0	0.00	0	0
		0	SF	0.00	0	0.00	0	0.00	0	0
		0	SF	0.00	0	0.00	0	0.00	0	0
		0	SF	0.00	0	0.00	0	0.00	0	0
		0	LF	0.00	0	0.00	0	0.00	0	0
		0	LS	0.00	0	0.00	0	0.00	0	0
		0	pls	0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		2,523	2,523

Project

**Berry Springs Park 100% CD GMP Budget**

Central Texas Drywall

8,290 SF

Estimator

Alex Paetznick

Bid Date

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
09-2000	<b>Drywall &amp; Acoustical</b>									
			LS	0.00	0	0.00	0	0.00	0.00	0.00
	Visitors Center	1	LS	0.00	0	0.00	0	25,696.06	25,696.06	25,696.06
	Garage	1	LS	0.00	0	0.00	0	83,007.07	83,007.07	83,007.07
	Restroom Facility	1	LS	0.00	0	0.00	0	356.26	356.26	356.26
			LS	0.00	0	0.00	0	0.00	0.00	0.00
	INCLUDES:		LS	0.00	0	0.00	0	0.00	0	0
	Drywall on wood framing by others		LS	0.00	0	0.00	0	0.00	0	0
	Thermal and sound batt insulation		LS	0.00	0	0.00	0	0.00	0	0
	Tile backer		LS	0.00	0	0.00	0	0.00	0	0
	ACT 1 and 2		LS	0.00	0	0.00	0	0.00	0	0
	Install only door frames, doors and hardware		LS	0.00	0	0.00	0	0.00	0	0
	Plywood to 8' AFF at Garage		LS	0.00	0	0.00	0	0.00	0	0
	Install door only at Restroom Facility		LS	0.00	0	0.00	0	0.00	0	0
	In wall blocking at garage		LS	0.00	0	0.00	0	0.00	0	0
	Frame between purlins at garage exterior walls		LS	0.00	0	0.00	0	0.00	0	0
	Exterior wood sheathing at garage		LS	0.00	0	0.00	0	0.00	0	0
	EXCLUDES:		LS	0.00	0	0.00	0	0.00	0	0
	Exterior sheathing at visitors		LS	0.00	0	0.00	0	0.00	0	0
	Shop drawings		LS	0.00	0	0.00	0	0.00	0	0
	Overtime		LS	0.00	0	0.00	0	0.00	0	0
	Dumpsters		LS	0.00	0	0.00	0	0.00	0	0
	Tax		LS	0.00	0	0.00	0	0.00	0	0
	Shop drawings		LS	0.00	0	0.00	0	0.00	0	0
			LS	0.00	0	0.00	0	0.00	0	0
	Additional plywood for garage	1	LS	0.00	0	0.00	0	2,500.00	2,500	2,500
	<b>TOTAL</b>				0		0		111,559.00	111,559.39
09-2000 06	Subcontract Central Texas Drywall \$	111,559.00								

**ALTERNATE**

Project

**Berry Springs Park 100% CD GMP Budget**  
8,290 SF  
Alex Paetznick  
11/30/2023

GQ Tile

Estimator  
Bid Date

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
09-3000	<b>Ceramic &amp; Stone</b>									
		1	LS	0.00	0	0.00	0	35,050.00	35,050	35,050
	<b>Porcelain Tile:</b>	1	LS	0.00	0	0.00	0	0.00	0	0
	CT-1 Daltile Rittenhouse Square Artic White 3" x 6" Bevel Matte - Full Height			0.00	0	0.00	0	0.00	0	0
	Wall Tile Located In: Women C1202, Men C1204, R.R./Shower 207			0.00	0	0.00	0	0.00	0	0
	CT-2 Daltile Rittenhouse Square Artic White 3" x 6" Bevel Matte - Half Height			0.00	0	0.00	0	0.00	0	0
	Wall Tile Located In: Lounge C1201			0.00	0	0.00	0	0.00	0	0
	<b>Luxury Vinyl Plank:</b>	1	LS	0.00	0	0.00	0	0.00	0	0
	LVP-1 Daltile Luxury Vinyl Plank Cyrose 6" x 48" - 5 Color Options			0.00	0	0.00	0	0.00	0	0
	<b>Rubber Base:</b>	1	LS	0.00	0	0.00	0	0.00	0	0
	RB-1 Roppe Standard Toe Black Brown			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Setting Material: Mapei + Uzin			0.00	0	0.00	0	0.00	0	0
	Keraflex Plus			0.00	0	0.00	0	0.00	0	0
	Mapelastic HPG – Waterproofing For Shower			0.00	0	0.00	0	0.00	0	0
	KE 2000 S Premium 3-Gal Universal Flooring Adhesive			0.00	0	0.00	0	0.00	0	0
	CB 2 Project Cove Base Adhesive 4 Gal			0.00	0	0.00	0	0.00	0	0
	Grout: Mapei			0.00	0	0.00	0	0.00	0	0
	Kerapoxy CQ – Epoxy Grout			0.00	0	0.00	0	0.00	0	0
	Keracaulk- Caulk For Inside Corners – Color Match Grout			0.00	0	0.00	0	0.00	0	0
	Transitions: Schluter			0.00	0	0.00	0	0.00	0	0
	Rondec-DB Satin Anodized Aluminum - Top of Wainscot & Outside Corners – DB 14 AE			0.00	0	0.00	0	0.00	0	0
	Rondec-DB Satin Anodized Aluminum - Outside Corners – EV/DB 14 AE			0.00	0	0.00	0	0.00	0	0
	3% Attic Stock Factor added to ALL Tile for requested storage.			0.00	0	0.00	0	0.00	0	0
	Shop Drawings			0.00	0	0.00	0	0.00	0	0
	Tile & Grout Samples required.			0.00	0	0.00	0	0.00	0	0
	Material & Labor for Mock-ups.			0.00	0	0.00	0	0.00	0	0
	Scaffolding For 9' Walls			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Exclusions from our Pricing are:			0.00	0	0.00	0	0.00	0	0
	Sales Tax			0.00	0	0.00	0	0.00	0	0
	Mud Beds			0.00	0	0.00	0	0.00	0	0
	Demolition			0.00	0	0.00	0	0.00	0	0
	Solid Surface Transitions			0.00	0	0.00	0	0.00	0	0
	Major Wall Preparation			0.00	0	0.00	0	0.00	0	0
	Allocation of Overtime Labor			0.00	0	0.00	0	0.00	0	0
	Bonds			0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		35,050	35,050
09-3000 06	Subcontract GQ Tile \$ 35,050.00									

Project

**Berry Springs Park 100% CD GMP Budget**

C&Z

Estimator  
Bid Date

Alex Paetznick  
11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
09-6100	<b>Concrete Floor Sealer</b>									
	<b>Prep and Seal Concrete Floors</b>	1 LS		0.00	0	0.00	0	3,700.00	3,700	3,700
		SF		0.00	0	0.00	0	0.00	0	0
		0 SF		0.00	0	0.00	0	0.00	0	0
		0 SF		0.00	0	0.00	0	0.00	0	0
		0 SF		0.00	0	0.00	0	0.00	0	0
		0 LF		0.00	0	0.00	0	0.00	0	0
		0 LS		0.00	0	0.00	0	0.00	0	0
		0 pls		0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		3,700	3,700
09-6100	06	Subcontract C&Z \$ 3,700.00								

C&amp;Z

Alex Paetznick  
11/30/2023

[illegible]



Project

**Berry Springs Park 100% CD GMP Budget**

Integrity One

Estimator

8,290 SF

Bid Date

Alex Paetznick

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
10-1000	<b>Division 10 Specialties</b>									
		1	LS	0.00	0	0.00	0	14,571.00	14,571	14,571
	Grab bar 18"	3	EA	0.00	0	0.00	0	0.00	0	0
	Locker Room Bench	1	EA	0.00	0	0.00	0	0.00	0	0
	Grab bar 36"	4	EA	0.00	0	0.00	0	0.00	0	0
	Grab bar 42"	4	EA	0.00	0	0.00	0	0.00	0	0
	Mirror 18x36	4	EA	0.00	0	0.00	0	0.00	0	0
	Baby Changing Station	2	EA	0.00	0	0.00	0	0.00	0	0
	Fire Extinguishers & Cabinets	3	EA	0.00	0	0.00	0	0.00	0	0
	Folding Shower Seat	1	EA	0.00	0	0.00	0	0.00	0	0
	Grab bar 18 1/2 x 33 1/2	1	EA	0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		14,571	14,571
10-1000 06	Subcontract La Force	\$	14,571.00							
10-4113 06	Purchase and install Knox Box									
	Total	\$	14,571.00							

Project

**Berry Springs Park 100% CD GMP Budget**

Allowance

8,290 SF

Estimator

Alex Paetznick

Bid Date

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
10-1400	<b>Identification Devices &amp; Graphics</b>									
	Chasco \$2500 Allowance	1	LS	0.00	0	0.00	0	2,500.00	2,500	2,500
			EA	0.00	0	0.00	0	0.00	0	0
			EA	0.00	0	0.00	0	0.00	0	0
			EA	0.00	0	0.00	0	0.00	0	0
			EA	0.00	0	0.00	0	0.00	0	0
			EA	0.00	0	0.00	0	0.00	0	0
			EA	0.00	0	0.00	0	0.00	0	0
			EA	0.00	0	0.00	0	0.00	0	0
			EA	0.00	0	0.00	0	0.00	0	0
			EA	0.00	0	0.00	0	0.00	0	0
			EA	0.00	0	0.00	0	0.00	0	0
			EA	0.00	0	0.00	0	0.00	0	0
			EA	0.00	0	0.00	0	0.00	0	0
			EA	0.00	0	0.00	0	0.00	0	0
			LS	0.00	0	0.00	0	0.00		0
<b>TOTAL</b>					0		0		2,500	2,500

Project

Berry Springs Park 100% CD GMP Budget

Big Johnson

Estimator  
Bid Date

Alex Paetznick  
11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
13-3419	Pre-Engineered Metal Building									
13-3419	Design & Engineering:	1	LS	0.00	0	0.00	0	12,583.00	12,583	12,583
13-3419	Material	1	LS	0.00	0	0.00	0	130,261.00	130,261	130,261
13-3420	Erection	1	LS	0.00	0	0.00	0	104,038.00	104,038	104,038
13-3419	Provide and Install Pavilion	1	LS	0.00	0	0.00	0	137,549.00	137,549	137,549
	<b>Maintance Building Clarifications and Exclusions</b>									
	Any applicable sales taxes have NOT been included.									
	Approximate project duration is 14 working days. Duration includes a single mobilization and is figured on a 6-day work week with no hour restrictions. (An accelerated schedule may be available for additional charges.)									
	The roof is to be sheeted with a 24-gauge 16" vertical rib standing seam panel in a Kynar painted finish.									
	The 30'-0" x 73'-7" shop/office area includes an R32 double layer (6" R19 in cavity w/ 4" R13 over the top) cavity liner insulation system with thermal blocks. PLEASE NOTE: Thermal blocks are not able to be installed in the open-air area. They will fall out over time with the weather. There will also be a 1-2" visible step at the roof where the panels transition from the insulated office area to the uninsulated covered storage.									
	All four walls of the office area are shown to be stud-framed and not included within this proposal. All materials and labor for these walls is to be supplied and installed by others.									
	The covered storage area (grid line 4-10 as shown on the bid drawings) is to be sheeted at the low sidewall only. The supplied sheeting to be vertically oriented 24-gauge exposed fastener R panel and is to be uninsulated.									
	Standard profile gutters compatible with the supplied and installed roof panel have been included.									
	This also includes the supply and installation of the standard corrugated downspouts. The final location/quantity of all downspouts is to be determined. Integration of downspouts with any underground drainage, including the special collectors, is not included in this proposal and to be completed by others.									
	Profiles manufacturer by an alternate source may be considered, however may be subject to additional material and/or labor charges.									
	Customer must select colors from manufacturer's standard available list. Custom colors have not been included.									
	All included trims are to be manufacturers standard profiles and supplied in 26-gauge with a painted Kynar finish.									
	<b>Special Construction and Design included:</b>									
	The bid drawings show a design to include a single portal frame in the office area. However, the building's length requires two bays to be braced. To eliminate interior finishing interference, both portal frames have been placed in the open-air covered storage portion of the building. Please see included proposal floor plan for further information on bracing placement.									
	NO additional secondary has been included at the office walls for conventional construction support. Due to the height of the structure, the conventional framing should be able to connect directly to the underside of the pre-engineered secondary.									

Supply and installation of 26-gauge exposed fastener roof liner at the office area (ONLY) has been included within the base bid proposal.

Verification of all building dimensions required prior to building order.

**STANDARD proposed procurement milestones.**

ORDER PRICING CUT OFF: December 22, 2023

MUST SHIP BY: April 12th, 2024.

The proposed building has been assumed with a standard PRODUCTION process. (No approval review is included with this option.)

Preliminary anchor bolts and reactions will be available 2-4 weeks from the date of order with the manufacturer.

Full permit drawings would be available 6-10 weeks from the date of order with the manufacturer.

Building delivery would be approximately 16-24 weeks from date of order with the manufacturer.

The above listed milestones are APPROXIMATE and may vary based on time of year, building complexity, and required components.

Due to market volatility all milestones listed are approximate. Delivery schedules will be extended due to any delays in approvals, order clarification, product or design changes, or purchaser or end customer design or fabrication holds. Any "must ship by dates" set forth in the sales documents is for the purpose of price protection only. If the products do not ship by the designated "must ship by date" due to delays beyond the sellers control, including without limitation, purchaser delays, (a) the price provided in the sales documents may be increased by the seller for any additional costs incurred by the seller, with such price increases shall be implemented by Changer Order issued by seller, which shall be binding on purchaser, and (b) seller shall invoice purchaser for the full amount of the purchase price of such products, which shall be paid in accordance with the terms of payment herein.

**ALTERNATE APPROVAL PROCUREMENT PROCESS:**

Should the project require an approval, design development process, the customer may enter into a design and engineering agreement with Big Johnson Construction, LLC using the listed design and engineering fee found within this proposal. Acceptance of the D&E portion of the contract would the following:

Preliminary anchor bolts and reactions will be available 3-6 weeks from the date of order with the manufacturer.

First round approval drawings would be available 8-10 weeks from the date of order with the manufacturer.

Process assumes a SINGLE revise and resubmission of supplied drawings. Additional R&R's MAY require additional costs.

Final pricing and material delivery will be set following design completion and fabrication release. Once materials are released, NO further design changes may be made. Should changes be required following release, additional costs and schedule impact MAY be applicable.

All materials are FOB jobsite.

A STANDARD building erection EXCLUDING winter conditions has been assumed.

STANDARD Erection assumes no interior interferences from installed equipment and a level working surface. Should there be equipment installed prior to building erection and/or there be an inadequate work perimeter; additional charges MAY be required for the use of specialty erection equipment or methods.

NON-crane installation has been estimated for both primary and secondary as based on the interior of the building. Should the interior not be useable, requiring specialty erection equipment, additional charges may be applicable.

**NO interior finishes have been included within this proposal.**

All use taxes required by county and/or city have NOT been included are to be paid in full BY OTHERS.

Any special safety requirements/training may be added to the contract via a change order. NO special training has for workers have been included.

All labor has been determined using standard wage rates. PREVAILING wages have not been accounted for.

Supply and installation of the ICON DS28.665x36.33-11TS-P52 Dual Slope Steel Shelter.

Supply includes the following: **(6) column design**, 2x6 tongue and groove roof deck, 24-gauge standing seam roof panels (Profile to be manufacturers standard), braces on all columns, twelve electrical cutouts in framing, anchor bolts, templates, powder coating, and sealed engineered drawings.

All colors are to be selected from the manufacturer's standard available list. Custom colors, including powder-coating, have not been included.

The tongue and groove roof base is to be installed natural and does not include any staining or weather proofing. This may be applied; however additional costs will be applicable.

Lead time for engineered drawings is 4-6 weeks from the date of order with the manufacturer.

Production time is 12-16 weeks as calculated from the date of returned approval drawings.

Approvals returned with changes may impact the fabrication time stated due to complexity of the changes required.

Please note ALL masonry shown on the bid drawings for this structure is to be BY OTHERS and not included.

All related foundation work/engineering, including the placement of the provided anchor bolts, is also NOT included and to be BY OTHERS.

Should this alternative be approved, 50% of the material cost shown will be due at the time of contract execution.

The remaining material balance due will be invoiced upon delivery.

All associated labor will be billed in conjunction with the construction schedule and associated pay application process.

Supply and installation of traditionally installed 4" WMP-VRR faced metal building insulation including thermal blocks at the covered storage area. This material is recommended to reduce the roof "rumble" created by weather and other natural events. Approval of this alternate will also eliminate the forementioned step in the roof panels at the transition from the conditioned office area to the storage.

Supply and installation of Simple Saver Liner System at the office and 2 bay garage in lieu of 26ga. exposed fastener ceiling liner panel

	1 LS	0	0	10,699.00	10,699	10,699
1 LS	0.00	0	0	-8,987.00	-8,987	-8,987
		0	0		386,143	386,143

**Per phone call they will include the anchor bolts at no costs for the PEMB**

Project

**Berry Springs Park 100% CD GMP Budget**  
8,290 SF  
Alex Paetznick  
11/30/2023

Accent Plumbing

Estimator  
Bid Date

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
22-1300	<b>Plumbing</b>									
	<b><u>VISITORS CENTER</u></b>	1	LS	0.00	0	0.00	0	82,255.00	82,255	82,255
	WC-1	2	EA	0.00	0	0.00	0	0.00	0	0
	WC-2	2	EA	0.00	0	0.00	0	0.00	0	0
	U-1	1	EA	0.00	0	0.00	0	0.00	0	0
	U-2	1	EA	0.00	0	0.00	0	0.00	0	0
	L-1	2	EA	0.00	0	0.00	0	0.00	0	0
	L-2	2	EA	0.00	0	0.00	0	0.00	0	0
	MS-1	1	EA	0.00	0	0.00	0	0.00	0	0
	EWC-1	1	EA	0.00	0	0.00	0	0.00	0	0
	FC-1	2	EA	0.00	0	0.00	0	0.00	0	0
	DCV-1	1	EA	0.00	0	0.00	0	0.00	0	0
	DWH-1V	1	EA	0.00	0	0.00	0	0.00	0	0
	CP-1V	1	EA	0.00	0	0.00	0	0.00	0	0
	TMV-1V	1	EA	0.00	0	0.00	0	0.00	0	0
	TMV-2	4	EA	0.00	0	0.00	0	0.00	0	0
	HB-1	2	EA	0.00	0	0.00	0	0.00	0	0
	WHB-1	1	EA	0.00	0	0.00	0	0.00	0	0
	YCO	1	EA	0.00	0	0.00	0	0.00	0	0
	2 WAY YCO	2	EA	0.00	0	0.00	0	0.00	0	0
	WHA	1	EA	0.00	0	0.00	0	0.00	0	0
	<b><u>Maintenance Center</u></b>	1	LS	0.00	0	0.00	0	82,651.00	82,651	82,651
	WC-1	1	EA	0.00	0	0.00	0	0.00	0	0
	L-3	1	EA	0.00	0	0.00	0	0.00	0	0
	SH-1	1	EA	0.00	0	0.00	0	0.00	0	0
	HS-1	1	EA	0.00	0	0.00	0	0.00	0	0
	EWC-1	1	EA	0.00	0	0.00	0	0.00	0	0
	MS-1	1	EA	0.00	0	0.00	0	0.00	0	0
	FS-1	2	EA	0.00	0	0.00	0	0.00	0	0
	SK-1	1	EA	0.00	0	0.00	0	0.00	0	0
	FD-1	1	EA	0.00	0	0.00	0	0.00	0	0
	3" FCO	1	EA	0.00	0	0.00	0	0.00	0	0
	4" FCO	1	EA	0.00	0	0.00	0	0.00	0	0
	YCO	1	EA	0.00	0	0.00	0	0.00	0	0

2 WAY YCO	1	EA	0.00	0	0.00	0	0.00	0	0
DWH-1M	1	EA	0.00	0	0.00	0	0.00	0	0
TMV-1M	1	EA	0.00	0	0.00	0	0.00	0	0
CP-1M	1	EA	0.00	0	0.00	0	0.00	0	0
BV-1	1	EA	0.00	0	0.00	0	0.00	0	0
TCB-1	2	EA	0.00	0	0.00	0	0.00	0	0
RPZ-1	1	EA	0.00	0	0.00	0	0.00	0	0
TMV-2	2	EA	0.00	0	0.00	0	0.00	0	0
DCV-1	10	EA	0.00	0	0.00	0	0.00	0	0
WHB-1	2	EA	0.00	0	0.00	0	0.00	0	0
WHA	1	EA	0.00	0	0.00	0	0.00	0	0
<b>Single Restroom Building</b>									
Toilet	1	EA	0.00	0	0.00	0	5,000.00	5,000	5,000
<b>TOTAL</b>				0		0		169,906	169,906
22-1300 06	Subcontract Accent Plumbing			\$ 169,906.00					

Project

### Berry Springs Park 100% CD GMP Budget

## Air Craft

Estimator

8,290 SF

Alex Paetznick

11/30/2023

Bid Date

[illegible]



Project

**Berry Springs Park 100% CD GMP Budget**  
8,290 SF  
Alex Paetznick  
11/30/2023

Precision

Estimator  
Bid Date

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
26-1000	<b>Electrical</b>									
				0.00	0	0.00	0	0.00	0	0
	Maintenance	1	LS	0.00	0	0.00	0	226,500.00	226,500	226,500
	Visitor Center	1	LS	0.00	0	0.00	0	138,600.00	138,600	138,600
	Pavillion	1	LS	0.00	0	0.00	0	45,300.00	45,300	45,300
	Chem Toilet	1	LS	0.00	0	0.00	0	2,400.00	2,400	2,400
	Parking Lot	1	LS	0.00	0	0.00	0	62,400.00	62,400	62,400
	Section 4	1	LS	0.00	0	0.00	0	8,500.00	8,500	8,500
	TELCO	1	LS	0.00	0	0.00	0	66,100.00	66,100	66,100
	Chasco - Repair Decomposed Path & Revegitation	1	LS	0.00	0	0.00	0	17,000.00	17,000	17,000
	Lighting, Controls, and Gear Qualifications:			0.00	0	0.00	0	0.00	0	0
	Including:			0.00	0	0.00	0	0.00	0	0
	All fixtures, controls, and gear per electrical plans	1	LS	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Excluding:			0.00	0	0.00	0	0.00	0	0
	Attic stock UNO			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Misc:			0.00	0	0.00	0	0.00	0	0
	Twelve to forty week lead times apply to fixture and gear package, additional charges may apply to ship fixtures, anchor bolts, or patterns early.			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Building Qualifications:			0.00	0	0.00	0	0.00	0	0
	Including:			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	All panels, transformers, boxes, conduit, wiring, and devices to provide a complete and functional electrical system as designed and specified per plan.			0.00	0	0.00	0	0.00	0	0
	Temp power with spider box (SOFT from T-Pole) and egress lighting per OSHA standard, task lighting in enclosed spaces by others.			0.00	0	0.00	0	0.00	0	0
	One point electrical connections to mechanical and plumbing equipment.			0.00	0	0.00	0	0.00	0	0
	Electrical make safe for demo - 2-Hrs 2-man crew - all additional demo will be billed hourly.			0.00	0	0.00	0	0.00	0	0
	The use of MC Cable where concealed within walls and ceiling spaces for lighting and receptacle branch wiring.			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	Excluding:			0.00	0	0.00	0	0.00	0	0
	Plywood backboard.			0.00	0	0.00	0	0.00	0	0
	Slab, sheetrock, and similar surfaces saw cutting, patching, coring, boring, or X-ray.			0.00	0	0.00	0	0.00	0	0
	Fire alarm, duct detector, and low voltage systems conduit and wiring - back boxes and conduit stub up to accessible ceiling, if shown, included per plan.			0.00	0	0.00	0	0.00	0	0
	Wall / roof penetrations, fire caulking, and sealing.			0.00	0	0.00	0	0.00	0	0
	All furniture wiring and specialty connections or devices.			0.00	0	0.00	0	0.00	0	0
	All waste bins, recycling, and haul away fee's of discarded materials - job area cleanup included - trash bins assumed adjacent to space on same level.			0.00	0	0.00	0	0.00	0	0
	Patching and repair of sprayed on fire proofing.			0.00	0	0.00	0	0.00	0	0
	Costs for removal/abatement of hazardous or toxic materials.			0.00	0	0.00	0	0.00	0	0
	Lightning protection system, counterpoise, and ground ring.			0.00	0	0.00	0	0.00	0	0
	Any 3rd party or NETA testing.			0.00	0	0.00	0	0.00	0	0
	Piping for generator fuel and exhaust systems.			0.00	0	0.00	0	0.00	0	0
	Any/ all existing non-code compliant wiring above ceiling to include high and low voltage conduit and cabling as well as non-working fixtures and devices.			0.00	0	0.00	0	0.00	0	0
	Stand alone racking supports for HY AC - assuming all disconnects mounted direct to unit if not already integral. MISC:			0.00	0	0.00	0	0.00	0	0
	Adequate storage, staging area, and parking to be made available on site.			0.00	0	0.00	0	0.00	0	0
	Proposal assumes all conduit and boxes will be installed prior to drywall.			0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0

Item Description	Quantity	Unit	Rate	Amount	Subtotal	Total
Site Qualifications						
Including:						
All boxes, conduit, wiring, and devices to provide a complete and functional electrical system as designed and specified per plan.						
Primary electrical power conduit and trenching 2-4" PVC SCH 40 - not shown but needed allowance of 75FT provided in this estimate.						
Secondary power conduit, wiring, and trenching - SCH 40 QTY per plan - allowance of footage provided per electrical plans.						
Low voltage conduit and trenching 2-2" SCH 40 and 2-4" SCH 40 - allowance of 75FT for the 2-4" to COMM hub not shown per plan.						
Site lighting and monument sign conduit and wire - monument sign to be installed to nearest pole lighting and share raceway to panel.						
All HV pull-boxes shown per plan and spec and quazite per spec in ground boxes for TELCO.						
I-200A/240V/single phase O/H T-Pole with receptacles below pole within <i>SOFT</i> of utility line pole and I-50A job trailer connection within <i>SOFT</i> of T-Pole.						
**All other temp power excluded and billed on an as needed basis per T&M rate listed**						
Including routing of site conduit at EC digression in lieu of plan documents where easements are not specified.						
Excluding:						
Concrete, pavement, and similar surt-aces saw cutting, patching, coring, boring, or X-ray.						
Concrete encasement of underground electrical service conductors.						
Any solid rock that has to be demolished for conduits.						
Construction of all site concrete bases to include: all pole lighting, monument signage, bollards, and XFMR Pad's.						
Repair or replacement of landscaping.						
Any select fill requirements.						
Soil back fill compaction in excess of 90% and lift in increments of more than 12".						
Excavation below new and existing utilities.						
Surveying of transformers, sectionalizers, pull-boxes, pole lights, and conduit routing in specific easements where EC cannot run conduit point to point. MISC:						
All excavations, ductbanks and/or trenches are assumed to be excavated after final grading completed.						
<b>VE</b>	1					
<b>Standard Steel Pole and Parking Lot Fixture:</b>						
LUMARK PFPRV-1-C25-T3-20						
PREVAIL,SINGLE,C25,T3,80MPH,SSS4A20						
Decorative Fixture:						
USARCH DEZINER SERIES LED W/STEEL POLE						
<b>TOTAL</b>						

Project

Estimator

Bid Date

Berry Springs Park 100% CD GMP Budget

8,290 SF

Alex Paetznick

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
28-3100	Fire Alarm			0.00	0	0.00	0	0.00	0	0
	Excluded	0	LS	0.00	0	0.00	0	0.00	0	0
TOTAL					0		0		0	0
28-3100 06	Subcontract \$			-						

Chasco Constructors

11/30/2023

Subcontract Chasco Constructors	\$ 466,815.00
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Project **Berry Springs Park 100% CD GMP Budget** Chasco Constructors  
8,290 SF  
Estimator Alex Paetznick  
Bid Date 11/30/2023

DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
			LABOR		MATL.		SUB.		
<b>Erosion Control</b>									
	1 LS		0.00	0	0.00	0	109,400.00	109,400	109,400
SW3P	1 LS		0.00	0	0.00	0	0.00		
Silt Fence	5715 LF		0.00	0	0.00	0	0.00		
Tri-Dike	100 LF		0.00	0	0.00	0	0.00		
Tree Protection With Plank And Sign	2000 LF		0.00	0	0.00	0	0.00	0	0
Construction Entrance	1 EA		0.00	0	0.00	0	0.00	0	0
Concrete Wash Pit	1 EA		0.00	0	0.00	0	0.00	0	0
Vegetative Filter Strip	2500 SY		0.00	0	0.00	0	0.00	0	0
Native Seed Hydromulch	33500 SY		0.00	0	0.00	0	0.00	0	0
Bermuda Hydromulch- Septic	2300 SY		0.00	0	0.00	0	0.00	0	0
<b>TOTAL</b>				0		0		109,400	109,400
Subcontract Chasco Constructors \$ 109,400.00									

Chasco

11/30/2023

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Project **Berry Springs Park 100% CD GMP Budget**

Chasco Constructors

Estimator Alex Paetznick  
Bid Date 11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
32-1217	<b>Paving</b>									
		1	LS	0.00	0	0.00	0	563,815.00	563,815	563,815
	Subgrade Prep	13700	SY	0.00	0	0.00	0	0.00	0	0
	8" Flex Base	6100	TN	0.00	0	0.00	0	0.00	0	0
	4" Gravel	2000	TN	0.00	0	0.00	0	0.00	0	0
	2" HMAC	6475	SY	0.00	0	0.00	0	0.00	0	0
	Striping And Signage	1	LS	0.00	0	0.00	0	0.00	0	0
	24" Ribbon Curb	2550	LF	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>			0	0	0	0	563,815	563,815	563,815
32-1217	Subcontract									\$ 563,815.00

Project

**Berry Springs Park 100% CD GMP Budget**

Chasco Constructors

Estimator

Alex Paetznick

Bid Date

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
32-3100	<b>Fencing</b>									
		1 LS	0.00		0	0.00	0	144,120.00	144,120	144,120
	Post & Cable Fence	1045 LF	0.00		0	0.00	0	0.00	0	0
	Wood Rail Fence	425 LF	0.00		0	0.00	0	0.00	0	0
	Pipe Gate	1 EA	0.00		0	0.00	0	0.00	0	0
	6' Chainlink Fence @ Maintenance Yard & Gates	565 LF	0.00		0	0.00	0	0.00	0	0
	Metal Beam Guardrail	245 LF	0.00		0	0.00	0	0.00	0	0
			0.00		0	0.00	0	0.00	0	0
			0.00		0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		144,120	144,120



Project

**Berry Springs Park 100% CD GMP Budget**

Chasco Const

8,290 SF

Estimator

Alex Paetznick

Bid Date

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
32-9300	<b>Landscaping &amp; Irrigation</b>									
		1 LS	0.00		0	0.00	0	254,705.00	254,705	254,705
	Landscape	1 LS	0.00		0	0.00	0	0.00	0	0
	Irrigation	1 LS	0.00		0	0.00	0	0.00	0	0
	Picnic Table	4 EA	0.00		0	0.00	0	0.00	0	0
	Trash Receptacle	3 EA	0.00		0	0.00	0	0.00	0	0
	Site Bench	6 EA	0.00		0	0.00	0	0.00	0	0
	6" Pavillion Concrete Paving	1168 SF	0.00		0	0.00	0	0.00	0	0
	Masonry Signage	1 EA	0.00		0	0.00	0	0.00	0	0
	Kiosk Replacement With Masonry	1 EA	0.00		0	0.00	0	0.00	0	0
	Tree Well	50 LF	0.00		0	0.00	0	0.00	0	0
	Anti-Graffiti Painting Of Abutment	770 SF	0.00		0	0.00	0	0.00	0	0
	<b>VE</b>									
	Deduct Picnic Tables	4 EA	0.00		0	0.00	0	-2,200.00	-8,800	-8,800
	Deduct Trash Receptacle	3 EA	0.00		0	0.00	0	-2,800.00	-8,400	-8,400
	Deduct Site Bench	6 EA	0.00		0	0.00	0	-1,500.00	-9,000	-9,000
	<b>TOTAL</b>				0		0		228,505	228,505
32-9300 06	Subcontract Chasco Constructors	\$	228,505.00							

Project

**Berry Springs Park 100% CD GMP Budget**

Chasco Constructors

8,290 SF

Estimator

Alex Paetznick

Bid Date

11/30/2023

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
33-0010	<b>Utilities</b>									
	<b>Water</b>									
	Cut & Cap Waterline	1	LS	0.00	0	0.00	0	346,905.00	346,905	346,905
	Demo Water Assembly	3	EA	0.00	0	0.00	0	0.00	0	0
	16X8 Tapping Sleeve And Valve	1	EA	0.00	0	0.00	0	0.00	0	0
	Tie To 2" WL	1	EA	0.00	0	0.00	0	0.00	0	0
	8" PVC Waterline	1275	LF	0.00	0	0.00	0	0.00	0	0
	2" PVC Waterline	1140	LF	0.00	0	0.00	0	0.00	0	0
	6" Di Lead	15	LF	0.00	0	0.00	0	0.00	0	0
	6" Sch 80 Sleeve	25	LF	0.00	0	0.00	0	0.00	0	0
	8" Gate Valve	2	EA	0.00	0	0.00	0	0.00	0	0
	2" Gate Valve	4	EA	0.00	0	0.00	0	0.00	0	0
	Fire Hydrant Assembly	1	EA	0.00	0	0.00	0	0.00	0	0
	8" Domestic Meter W/ Vault	1	EA	0.00	0	0.00	0	0.00	0	0
	8" Backflow Preventer W/ Vault	1	EA	0.00	0	0.00	0	0.00	0	0
	Test Waterline	2430	LF	0.00	0	0.00	0	0.00	0	0
	Trench Protection	2430	LF	0.00	0	0.00	0	0.00	0	0
	Repair Existing Trail	265	SF	0.00	0	0.00	0	0.00	0	0
	Patch Existing HMA	60	SY	0.00	0	0.00	0	0.00	0	0
	Flow Fill Trench @ Patch	25	CY	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>Wastewater</b>									
	4" PVC WWL- All Depths	1	LS	0.00	0	0.00	0	214,175.00	214,175	214,175
	2" PVC Force Main	705	LF	0.00	0	0.00	0	0.00	0	0
	4" Cleanout	130	LF	0.00	0	0.00	0	0.00	0	0
	Grinder Pump Station	12	EA	0.00	0	0.00	0	0.00	0	0
	Septic Drain Field	1	EA	0.00	0	0.00	0	0.00	0	0
	Relocate Existing Drain Field	2270	SY	0.00	0	0.00	0	0.00	0	0
	Test WWL	1460	SY	0.00	0	0.00	0	0.00	0	0
	Trench Safety	835	LF	0.00	0	0.00	0	0.00	0	0
	<b>Alternate</b>									
	Waterline Installation Allowance	1	LS	0.00	0	0.00	0	143,100.00	143,100	143,100
	Demo HMA Path	120	SF	0.00	0	0.00	0	0.00	0	0
	Clear & Grub WL	2	BOX	0.00	0	0.00	0	0.00	0	0
	Tie To Waterline	2	EA	0.00	0	0.00	0	0.00	0	0
	8" C900 DR 14 PVC Waterline	1100	LF	0.00	0	0.00	0	0.00	0	0
	6" Class 350 DI Waterline	20	LF	0.00	0	0.00	0	0.00	0	0
	8" Gate Valve	2	EA	0.00	0	0.00	0	0.00	0	0
	Fire Hydrant Assembly	1	EA	0.00	0	0.00	0	0.00	0	0
	1" Meter Assembly	1	EA	0.00	0	0.00	0	0.00	0	0
	Repair Hiking Path- Concrete	120	SF	0.00	0	0.00	0	0.00	0	0
	Test And Chlorinate Waterline	1100	LF	0.00	0	0.00	0	0.00	0	0
	Trench Safety	1100	LF	0.00	0	0.00	0	0.00	0	0
	Fine Grade Work Area	3000	SY	0.00	0	0.00	0	0.00	0	0
	Hydromulch Disturbed Area- Native	3000	SY	0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0	704,180	704,180	704,180
33-0010 06	Subcontract Chasco Constructors \$ 704,180.00									

Chasco Constructors

Alex Paetznick  
11/30/2023

[illegible]

## Berry Springs Park 100% CD GMP Budget

Alex Paetznick  
11/30/2023

1/19/2024  
3:00 PM

## **Master Project Schedule**

23081- BERRY SPRINGS PRELIMINARY SCHEDULE		300/330																																															
		FEBRUARY				MARCH				APRIL				MAY				JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER				JANUARY			
START DATE- February 12th, 2024		WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4	WK1	WK2	WK3	WK4				
SUBSTANTIAL COMPLETION- December 9th, 2024																																																	
FINAL COMPLETION- January 12th, 2025																																																	
CONTRACTS, CITY PRE-CON, NTP- START February 12th																																																	
EROSION CONTROL																																																	
DEMOLITION AND ROUGH CUT/ PADS																																																	
ROUGH CUT SITE AND PARKING LOTS																																																	
VISITORS BUILDING SLAB																																																	
MAINTENANCE SLAB																																																	
PAVILION AND OFFSITE RESTROOM CONCRETE																																																	
OFFSITE WATERLINE																																																	
WASTEWATER LINE																																																	
WATERLINE																																																	
SEPTIC ADJUSTMENT, INSTALL																																																	
FINE GRADE SITE, PAVING PREP																																																	
ROCK WALLS																																																	
SUBGRADE PREP- PARKING AND MAINTENANCE																																																	
FIRST COURSE BASE PARKING AND MAINTENANCE																																																	
CURB PARKING AND MAINTENANCE																																																	
SIDEWALKS/FURNISHINGS/ MISCELLANEOUS																																																	
SECOND COURSE BASE- PARKING AND MAINTENANCE																																																	
INTERSECTION FINAL GRADING AND PAVING																																																	
ASPHALT PAVING & STRIPING																																																	
SITE ELECTRICAL																																																	
LANDSCAPING AND IRRIGATION																																																	
TOPSOIL, FINISH GRADE, REVEG																																																	

# 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 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.**

Chasco Constructors  
ROUND ROCK, TX United States

**Certificate Number:**  
2023-1061319

**Date Filed:**  
08/17/2023

**Date Acknowledged:**  
01/22/2024

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

Williamson County Texas

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

P559  
Berry Springs Park Improvements, Parks Bond B

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Glance Jr., Charles	Round Rock, TX United States	X	
	King, Charles	Round Rock, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
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Chasco Constructors  
ROUND ROCK, TX United States

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Williamson County Texas

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P559  
Berry Springs Park Improvements, Parks Bond B

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Glance Jr., Charles	Round Rock, TX United States	X	
	King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is Craig R Hunter, and my date of birth is                     .

My address is 40 Interstate 35, Apt 6D3, Austin, TX, 78701, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 17th day of August, 20 23.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



**Commissioners Court - Regular Session****41.****Meeting Date:** 02/06/2024

Approval of Ratification and Exemption of VAV and Duct Heater Replacement at Jail with Brandt Companies, LLC for Facilities Management

**Submitted For:** Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action ratifying the emergency agreement for the Williamson County Jail's VAV (variable air volume) and duct heater replacement with Brandt Companies, LLC in the amount of \$301,447.00 and exempting the purchase from competitive bidding requirements as per Texas Local Government Code § 262.024 (2) [an item necessary to preserve and protect the public health or safety or the residents of the county] and in accordance with cooperative contract Choice Partners #CSP-22-049MF.

**Background**

This agreement is for the emergency replacement of the Williamson County Jail's VAV and duct heater which is due to Health and Safety issues involving the need to maintain Jail Standards compliance by getting the system online immediately. Funding source is 01.0100.1008.004509. Point of Contact is Dale Butler.

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**Fiscal Impact**

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

**Attachments**

Agreement

Form 1295 - Brandt Companies

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 02/01/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

02/01/2024 09:56 AM

02/01/2024 10:59 AM

Started On: 01/31/2024 09:42 AM



Estimate: #24-00039931

Choice Partners# CSP-22-049MF

January 25, 2024

Williamson County  
Williamson County Jail  
508 Rock Street  
Georgetown Texas

Attn: Joe Piefer

**SUBJECT: VAV and Duct Heater Replacements**

Thank you for the opportunity to offer our proposal for the above subject project. Our bid includes the following items related to the installation of the HVAC:

**I. BID DOCUMENTS:**

- RFP/Bid Instructions: Verbal
- Drawings: Jail Expansion\_M Sheets\_2005, JCEXpan019\_M0.10\_Mechanical Cover Sheet, JCEXpan023\_MJ1.12\_Jail Addition Second Level Plan

**II. MECHANICAL SCOPE OF WORK:**

1. Labor, material, and equipment for the replacement of the following CVAV Listed below:

- |             |              |              |
|-------------|--------------|--------------|
| a. CVAV 1.1 | f. CVAV 1.10 | k. CVAV 2.7  |
| b. CVAV 1.4 | g. CVAV 1.13 | l. CVAV 2.10 |
| c. CVAV 1.6 | h. CVAV 2.1  | m. CVAV 2.12 |
| d. CVAV 1.8 | i. CVAV 2.2  | n. CVAV 2.15 |
| e. CVAV 1.9 | j. CVAV 2.3  | o. CVAV 2.16 |

2. CVAV Equipment listed above including the following:

- |   |                                 |
|---|---------------------------------|
| • (15) Price Series Fan Powered Terminal Unit (4-5 week lead time)                      | • Disconnect                    |
| • CVAV 1.9, 1.10, 1.13, 2.1, 2.2, 2.3, 2.10, 2.15, and 2.16 includes 5 Day Quick Build. | • Single point power connection |
| • 277V/1 - PSC motor  | • 1" Fiberglass liner           |
| • Electric heater   | • Hanger brackets               |
| • Controls enclosure  | • Screw access panel            |
| • Airflow switch  | • 1" MERV 3 filter              |
|   | • (1) Set spring hangers        |

AUSTIN	DALLAS	FORT WORTH	HOUSTON	SAN ANTONIO	WACO
19001 N. Heatherwilde Blyd, Ste. 120 Pflugerville, TX 78660 512.491.9100 TACLA 30430C TECL 20109 M 41312	1728 Briercroft Court Carrollton, TX 75006 972.395.6000 TACLA 19981C TECL 20109 M 40211	2502 Gravel Drive Fort Worth, TX 76118 817.626.0033 TACLA 00060298C TECL 20109 M 40211	13810 Hollister Drive, Ste. 100 Houston, TX 77086 832.714.3200 TACLA 15221C TECL 20109 M 40245	6023 Corridor Parkway, Ste. 100 Schertz, TX 78154 210.599.6120 TACLA 18441C TECL 20109 M 41312	205 Schroeder Dr. Waco, TX 76710 254.772.1693 TACLA 26979C TECL 20109 M 40211



## BRANDT

3. Labor, material, and equipment for the replacement of the following CAVAV Listed below:
  - a. CAVAV 1.3
  - b. CAVAV 2.4
  - c. CAVAV 2.5
  - d. CAVAV 2.6
  - e. CAVAV 2.8
  - f. CAVAV 2.9
  - g. CAVAV 2.11
  - h. CAVAV 2.14
  - i. CAVAV 2.18
4. CAVAV Equipment listed above including the following:
  - (9) Greenheck Model IDHB insert type duct heater (4-5 week lead time)
  - CAVAV 2.6 and 2.9 includes 5 Day Quick Build
  - 15"x15" Open coil slip in heater
  - 480V/3
  - 3-Stage
  - 24 VAC Control voltage
  - Adjustable airflow switch
  - Unfused controls transformer
  - Disconnect
  - Fan interlock relay
  - Right configuration option
5. The following work will be performed on regular time.
6. Brandt to remove ceiling tiles and grid prior to work being performed.
7. Disconnect and remove Ductwork from VAV boxes being replaced.
8. Demo and scrap VAV/FPB boxes associated with this work.
9. Demo and scrap VAV external duct heater associated with this work.
10. Install new VAV/FPB in same location as existing. Provide new spring isolators. Hangers and supports to match existing.
11. Provide and install new Duct Heater in down stream ductwork.
12. Rework and modifications to Ductwork only as required.
13. Electrical to VAV and Duct Heater as follows:
  - Disconnect and remove Electrical from VAV boxes being replaced.
  - Extend electrical cabling for VAV boxes where heating enclosure will be moved down stream in the duct work.
  - Reconnect electrical cabling to new VAV boxes and heaters.
  - Verify voltage and rotation at termination points.
14. HVAC equipment start-up, Commissioning, Warranty and Owner-training.
15. Provide insulation for newly installed ductwork. Insulation to match existing fiberglass insulation.
16. Reinstall previously removed ceiling grid and tiles. Replace any broken tiles as needed.
17. Payment and Performance Bonds.
18. Permit and License Fees if required.



#### **IV. EXCLUSIONS:**

1. Sales or Remodel Taxes.
2. Pre and Post HVAC Test & Balance.
3. HVAC-DDC Building Automation Controls.
4. Replacement of electrical disconnects or breakers
5. Removal or disconnect of any piping.
6. Removal or installation of sheetrock.
7. Provide or installation of any access panels.
8. Fire or Fire/Smoke Dampers, except where shown on Mechanical Drawings.
9. Smoke detectors, sensors, strobes, wiring or interface with Fire Alarm system.
10. Relocation of furniture, equipment, or personnel for access to work areas.
11. Temporary utilities or spot cooling/heating during construction.
12. Liquidated or consequential damages.
13. Medical Testing or Training, Badging, Security, Background Checks or Parking Fees.
14. Cleaning existing air devices.
15. Protecting existing air devices during construction.
16. Mechanical, Electrical or Structural Engineering services.
17. Maintenance, Warranty, or repairs to existing equipment.
18. Repairs due to existing Code violations.
19. Installation of barricades or plastic sheeting for safety, noise, or dust control.
20. Saw-cutting, core drilling or block-outs for piping and duct penetrations.
21. Concrete patching, pour-back or grouting of cored holes or saw-cut trenches.
22. Patching, painting or touch-up of any floors, walls, or ceilings.
23. Architectural caulking of floor, wall, or ceiling penetrations.
24. Any added Structural support required for new HVAC equipment.
25. Cleaning of existing ductwork.
26. Painting or priming of equipment, fixtures, ductwork, or piping.
27. Installation of heat tracing for exposed piping.
28. Architectural louvers or access panels.
29. Fire Protection piping, smoke or heat detectors, and alarms.
30. Sterilization or chlorination of domestic water systems.
31. Asbestos and mold testing, removal, or remediation.

#### **V. CLARIFICATIONS:**

1. Brandt will not perform any work due to any inaccessible areas due to hard ceilings or obstructions.
2. Brandt is not responsible for repairing preexisting issues on VAV boxes which only require duct heaters replacement.
3. This proposal does *not* include TAB and is based on existing conditions per site survey; any mechanical changes could impact existing building HVAC systems including balance. Brandt recommends a pre-construction and post-construction TAB profile to proactively identify potential issues.
4. VAV fan enable /disable BAS programming must be altered for continuous fan while occupied prior to start up.
5. All new equipment will have three stages of electric heat capabilities.
6. Brandt based equipment replacement selection on customer provided existing equipment schedule.



7. Brandt assumes the customer has a valid existing asbestos survey, and there are no VOC elements related to this scope of work.
8. Any lead times shown start from time of approved submittals and are subject to change.
9. Due to the current volatility in commodity material costs that underlies our pricing, Brandt's proposal will expire 30 days from the date above. After that period, Brandt's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance.
10. Brandt's proposal is conditioned upon prompt award of the project contract, in sufficient time to allow approval of submittals and procurement of materials and equipment in order to meet the project schedule.
11. Brandt reserves the right to review and approve all contract conditions as a condition of this proposal offer. Brandt's proposal is an offer expressly conditioned upon the parties reaching mutually agreeable contract terms, including but not limited to a waiver of or reasonable cap on liability for any consequential damages from any source. Any language in the contract documents that purports to exclude or supersede the conditions of this proposal is expressly rejected.
12. Brandt will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this proposal. Brandt will not be required to proceed with any changed/additional/modified work until it receives a signed change order at a mutually agreed upon price. If Brandt is directed to proceed and time is of the essence, Brandt will only be required to perform the changed/additional/modified work upon receiving a signed "time and materials" work order. The cost and Brandt's fee for this T&M work may be billed during the billing period in which the work is performed and will be due and paid within 30 days. Brandt's proposal is expressly conditioned up on the acceptance of this provision and this provision is incorporated by reference into any applicable contract documents and supersedes any provision to the contrary in those contract documents.

#### VI. SUMMARY PRICING:

• RS Means Total:	\$	348,243
• Total W/Coefficient (0.85 RS Means):	\$	296,007
• Payment & Performance Bond:	\$	5,440
• Total Sale Price (less Tax):	\$	301,447

Please do not hesitate to call if you need clarification or have any questions. This Estimate is valid for 30 days.

Sincerely,

**JAMES KING | SERVICE ACCOUNT MANAGER**

THE BRANDT COMPANIES, LLC

D 512.491.9100 | M 512.470.1391

[james.king@brandt.us](mailto:james.king@brandt.us) | [www.brandt.us](http://www.brandt.us)



**Brandt's Proposal is conditioned upon the following terms and conditions, which are incorporated by reference and, together with the Proposal, form the Contract between the parties:**

1. **Warranty.** Brandt shall furnish to Customer all manufacturers' parts and equipment warranties received by Brandt. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in parts or materials supplied by Brandt that are not covered under a manufacturer's warranty and that are adversely affecting the performance of the equipment installed by Brandt, if any. Brandt warrants to Customer that all labor performed or provided shall be performed by licensed personnel, if required by applicable law, and will be performed in a good workman like manner. For a period of one (1) year from the date of the respective work, repair or installation performed by Brandt, Brandt agrees to repair, replace or otherwise make good to the satisfaction of Customer, any defects in workmanship that is adversely affecting the performance of the equipment installed by Brandt, if any.
2. **Insurance.** So long as any of the Work remains to be completed, Brandt shall, at Brandt's sole cost and expense, carry and maintain in full force and effect, the following insurance coverages:  
(A) Workers' compensation insurance coverage on all individuals employed upon or about the Property according to the requirements of the laws of the State of Texas;  
  
(B) General liability insurance coverage with the limits maintained by Brandt at the time of this Proposal (which are: \$1M each occurrence; \$1M personal/advertising injury; \$10M general aggregate; \$2M products/completed operations aggregate; \$10,000 medical expense (any one person)).  
  
The policies will be issued by companies reasonably acceptable to Customer. In the event of any covered loss, or upon Customer's reasonable request, Brandt shall deliver to Customer copies of the insurance policies. Brandt and Customer mutually agree to a waiver by their respective insurer(s) of any and all rights to subrogation.
3. **Hoisting/Rigging Operations.** Prior to the use of heavy commercial hoisting or rigging equipment that could potentially cause damage to the Property or injury, Brandt will notify Customer in writing and shall not proceed without Customer's prior written consent. While all precautions will be exercised to protect Customer's Property, Brandt will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, except to the extent that the damage is caused by Brandt's gross negligence or willful misconduct.
4. **Work Hours.** Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 7:00 am to 3.30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, Customer agrees to pay the Brandt's standard overtime charge rates.



## BRANDT

5. **Cancellation.** This Contract may be cancelled by either party upon thirty (30) day written notice. In the event of cancellation by the Customer, Brandt reserves the right to invoice and be paid for work performed through cancellation date.
6. **No Liability from System Design or Existing Equipment Installation.** Unless Brandt was the engineer of record for the existing system design under a prior and separate construction/design-build contract or system design is expressly included within the scope of the Proposal (and, in either case, to the extent of that design), Customer acknowledges and stipulates that Brandt did not select, advise Customer regarding, engineer, design or install the system, equipment or any component part thereof to be maintained under this Contract. Accordingly, Brandt shall not be liable in any capacity, under any theory of recovery for any claims or damages related to or originating from prior or existing defects, deficiencies, injuries, or damage (whether to the system, equipment or Property) associated therewith or as a result of prior ineffective maintenance. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery in accordance with the terms of the Contract.
7. **No Liability for Incidental Microbiological Growth/Mold.** Customer acknowledges that the Heating, Ventilation, and Air-Conditioning equipment and systems repaired or serviced as a part of this Contract may, under certain conditions, become conducive to or incidentally support microbiological growth. Brandt assumes no liability for nor warrants its work to protect against, eliminate or inhibit any type of incidental microbiological growth including, but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas. Brandt agrees, however, to advise the Customer about the existence of such conditions upon discovery and to take measures to discourage such growth as required and in accordance with the terms of the Contract.
8. **Mutual Waiver of Consequential and Punitive Damages.** Notwithstanding any provision to the contrary herein, Customer and Brandt mutually and expressly waive all claims (including, but not limited to, pass-through claims by Owner or Brandt) against one another for consequential damages regardless of the basis of the claim or the theory of recovery upon which such claim may be based. These damages include, but are not limited to lost revenue and profit, loss of goodwill, loss of use or opportunity, cost of substitute goods, services or facilities and cost of capital, regardless of the foreseeability of such damages. If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to waive claims for and recovery of such damages on behalf of the property owner as well as for itself.
9. **Indemnity.** To the fullest extent permitted by law, to the PROPORTIONATE extent OF CUSTOMER'S AND Brandt's RESPECTIVE negligence and except as otherwise limited herein, CUSTOMER AND BRANDT agree to indemnify, defend, and hold ONE ANOTHER AND THEIR RESPECTIVE officers,



directors, agents, assigns, successors and employees HARMLESS against all claims and damages, losses and expenses (including, but not limited to, REASONABLE attorney's fees) arising out of OR RELATED TO the performance of this contract. NOTWITHSTANDING THE FOREGOING PROVISION, THIS INDEMNITY IS SUBJECT TO THE LIMITATIONS OF LIABILITY IN SECTIONS 7-10 ABOVE.

10. **Hazardous Materials.** Brandt shall bear no responsibility or liability for the identification or removal of hazardous waste, chemical or substances existing on or at the job site (including, but not limited to, asbestos) which were not created or brought onto the site by Brandt. Should Brandt discover such hazardous waste, chemicals or substances on or at the site, Brandt shall (without any penalty for associated delay) immediately stop work and notify Customer, who shall have sole and exclusive responsibility for rectifying or remediating the hazardous waste, chemical or substance. Brandt shall not return to work until Customer has provided written confirmation that the hazardous waste, chemical or substance has been removed or remediated and it is safe for Brandt to resume the Work. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY LAW, CUSTOMER EXPRESSLY AGREES TO INDEMNIFY AND HOLD BRANDT HARMLESS FROM ANY AND ALL CLAIMS INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PERSONAL OR BODILY INJURY OR DEATH THAT MAY BE BROUGHT AGAINST BRANDT IN CONNECTION WITH THE EXISTENCE OF OR EXPOSURE TO HAZARDOUS WASTE, CHEMICALS OR SUBSTANCES EXISTING AT OR ON THE SITE. THIS INDEMNITY APPLIES REGARDLESS OF THE BASIS FOR THE CLAIM, REGARDLESS OF WHO EMPLOYS THE CLAIMANT AND REGARDLESS OF THE TYPE OF DAMAGES SOUGHT OR BY WHOM SUCH DAMAGES ARE SOUGHT.**
11. **Dispute Resolution and Governing Law.** This Contract shall be interpreted and construed according to the laws of the State of Texas. Any disputes arising out of or related to this Contract will be resolved by agreement through a meeting of executive representatives of each party. If no resolution can be reached, the dispute will be resolved through binding arbitration before an arbitrator experienced in construction law and according to the rules promulgated by the American Arbitration Association. The parties agree that the arbitration will be commenced within sixty (60) days of occurrence of the meeting of executive representatives. This Contract shall be governed by the laws of the State of Texas without regard to conflicts of laws principles.
12. **Property Manager.** If Customer is a property manager or other legal agent or representative of the property owner, Customer represents and warrants that it has the express requisite authority to enter into all of the terms of this Contract including, without limitation, the authority to waive claims for and recovery of consequential (special/indirect/incidental) and punitive damages on behalf of the property owner as well as for itself.
13. **Entire Agreement.** This Contract constitutes the entire agreement and is not assignable by either party without the express written consent of the other party. This Contract may be modified or amended only by written agreement of both parties.





14. **Force Majeure.** Brandt and Customer agree that an extension of time is appropriate if Brandt's work is impacted or delayed under a Force Majeure Event. A Force Majeure Event means an unforeseen event or circumstances beyond the control of an affected Party, and which is not caused by an act or omission of a Party, which results in a delay in, or total or partial failure of, performance of the affected Party (other than in the obligation to make payments) after that Party has taken every reasonable step, including reasonable expenditures of money, to remedy, avoid or limit the impact of the event.
15. **Force Majeure-Definition.** Force Majeure Events include Acts of God, severe and unforeseeable weather conditions, earthquakes that cause material damages to the structure requiring an engineering assessment of the damages prior to continued use of the facility or continuation of the Work, war and fire or explosions other than from construction equipment or supplies under control of Brandt. Public health emergencies (including, but not limited to, epidemics and pandemics), declared by a governmental agency shall be treated as Force Majeure Events. Force Majeure Events do not include (i) shortage of, inability to obtain, or increased cost of labor, equipment, materials or transportation, (ii) local strikes, lock-outs, or other industrial disputes or actions between either party and its or their employees, (iii) insolvency or change in economic circumstances, (iv) change in market conditions, (v) changes in laws or regulations affecting the performance of the work that should have been foreseeable or anticipated or that are part of the ordinary cost of doing business, or (vi) events involving a previous or existing condition at or before the Effective Date.
16. **Prompt Payment Act.** 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.
17. **Sovereign Immunity.** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.
18. **Right to Audit.** Brandt agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Brandt which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Brandt agrees that the County shall have access during normal working hours to all necessary Brandt facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Brandt reasonable advance notice of intended audits.



**BRANDT**

**CUSTOMER ACCEPTANCE:**

WILLIAMSON COUNTY, TEXAS

Accepted By: Bill Gravell  
Bill Gravell (Jan 26, 2024 14:00 CST)

Name: Bill Gravell

Title: County Judge

Date: Jan 26, 2024

**CONTRACTOR:**

The Brandt Companies, LLC

Accepted By: [Signature]

Name: James Marek

Title: SVP & GM

Date: 1/26/2024

# 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 ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1118444

Date Filed:  
01/31/2024

Date Acknowledged:

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

The Brandt Companies LLC  
Pflugerville, TX United States

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

Williamson County

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

24-00039931

VAV and Duct Heater Replacements, Estimate# 24-00039931 via Choice Partners# CSP-22-049MF

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



## 6 UNSWORN DECLARATION

My name is Jordan Green, and my date of birth is \_\_\_\_\_.

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

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

Executed in Texas County, State of Texas, on the 31<sup>st</sup> day of January, 2024.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# 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 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.**

The Brandt Companies LLC  
Pflugerville, TX United States

**Certificate Number:**  
2024-1118444

**Date Filed:**  
01/31/2024

**Date Acknowledged:**  
02/01/2024

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

Williamson County

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

24-00039931  
VAV and Duct Heater Replacements, Estimate# 24-00039931 via Choice Partners# CSP-22-049MF

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**Commissioners Court - Regular Session****42.****Meeting Date:** 02/06/2024

NACO BA Rev 02.06.24

**Submitted For:** Ganae Hempe**Submitted By:** Ganae Hempe, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the NACo Prescription Discount Card Program.

**Background**

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0000.370500	Miscellaneous Revenue	\$94.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 01/30/2024

**Reviewed By**

Becky Pruitt

**Date**

01/30/2024 02:08 PM

Started On: 01/29/2024 01:57 PM

**Commissioners Court - Regular Session****43.****Meeting Date:** 02/06/2024

NACO BA Exp 02.06.24

**Submitted For:** Ganae Hempe**Submitted By:** Ganae Hempe, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the NACo Prescription Discount Card Program.

**Background**

Williamson County has participated in the free medication discount card program made available through NACo since July 2008. This program provides to consumers an average discount of 24% on medications not available through insurance programs, and may be made available to any County resident, without regard to income. There is no cost to participating counties. The contracted pharmacy benefits manager recoups cost through manufacturer rebate programs. Williamson County and Cities Health District (WCCHD) acts as the County's agent to administer the program, receive the bulk delivery of cards, and manage distribution. The NACo Board of Directors has approved a proposal which will allow counties to receive revenue through the NACo Prescription Discount Card Program. On April 24, 2012, Williamson County Commissioners approved a revised contract allowing revenue sharing, and approved for program revenues to be paid to WCCHD as reimbursement for locally administering the program.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount
	0100.0630.004921	Co Wide RX Disc Card Program	\$94.00

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Ganae Hempe

Final Approval Date: 01/30/2024

**Reviewed By**

Becky Pruitt

**Date**

01/30/2024 02:09 PM

Started On: 01/29/2024 02:00 PM

**Commissioners Court - Regular Session****44.****Meeting Date:** 02/06/2024

Approval of Agreement for Construction Services for Fence Repairs with J.T, Vaughn Construction LLC for Road and Bridge Department

**Submitted For:** Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider, and take appropriate action on approving the Agreement for Construction Services #2024122 with J.T. Vaughn Construction, LLC for fence repairs at Road and Bridge department in the amount of \$273,475.75 pursuant to Omnia Contract #R200107, and authorize execution of the agreement.

**Background**

This Agreement for Construction Services attached between Williamson County and J.T. Vaughn Construction, LLC relates to fence and gate repairs and replacements at the Road and Bridge department located at 3151 SE Inner Loop, Georgetown, TX. Funding Source is 01.0200.0210.004509. Point of contact is Jennifer Favreau.

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**Fiscal Impact**

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

Agreement

Form 1295 - J.T. Vaughn Construction

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 01/31/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

01/31/2024 12:51 PM

01/31/2024 02:13 PM

Started On: 01/30/2024 10:25 AM



## **Agreement for Construction Services**

**(Cooperative Contract #OMNIA R200107)**

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and J.T. Vaughn 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 for the construction of Road and Bridge Fence Repairs (hereinafter called the "Project"). 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 Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of Two Hundred Seventy-Three Thousand Four Hundred Seventy-Five and 75/100 Dollars (\$273,475.75) 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 plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

### **ARTICLE 4 CONTRACT TIME:**

**4.1** Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within One Hundred Twenty (120) calendar days from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within Thirty (30) calendar days of Substantial Completion. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

### **4.2 Liquidated Damages.**

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial



Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

- 4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars (\$500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.
- 4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1<sup>st</sup>) business day** after such amounts are demanded.
- 4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

## **ARTICLE 5 PAYMENT:**

- 5.1 Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

## **ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:**

- 6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.
- 6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of

such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

**6.5 Insurance.** 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. 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. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

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

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
.3	Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
	COVERAGE	PER OCCURRENCE
	Commercial	

General Liability (including premises, completed operations and contractual)	\$1,000,000
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Aggregate policy limits:	\$2,000,000
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- .4 Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000

Aggregate policy limits	No aggregate limit
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- .5 Damage to Rented Property/Premises (Ea. Occurrence): \$100,000

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

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
- b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

#### **6.5.2 Workers' Compensation Insurance Coverage:**

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

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

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

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

- (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- 7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- 8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
  - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
  - (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
  - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
    - i. a certificate of coverage, prior to the other person beginning work on the Project; and
    - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
  - (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
  - (f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially

affects the provision of coverage of any person providing services on the Project;  
and

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

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
  11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- 6.5.3 If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
  - 6.5.4 Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.
  - 6.5.5 **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
  - 6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
  - 6.5.7 Owner reserves the right to review the insurance requirements set forth herein during 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.
  - 6.5.8 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 policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

## **ARTICLE 7 INDEMNITY:**

**7.1** INDEMNIFICATION - 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") 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 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 PROJECT 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 OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, 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.

**7.2** 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 claiming through or under Contractor by reason of the execution or performance of this Agreement.

## **ARTICLE 8 WARRANTY:**

**8.1** 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.

**8.2** Contractor shall provide warranty services for the Work for a **full twelve (12) months** 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 9 PREVAILING WAGE RATE:**

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

**9.1.2** For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the



worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

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

**9.2 Prevailing Wage Schedule.** Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

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

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

**9.5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15<sup>th</sup>) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11<sup>th</sup>) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

**9.6 Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

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

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

## **ARTICLE 10 BONDS:**

**10.1 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 and the requirements set forth in the Agreement.

**10.2 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 and the requirements set forth in the Agreement.

**10.3 Warranty Bond.** Upon Final Completion, 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 the Agreement.

## **ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT**

### **11.1 Termination by Contractor**

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

- 11.1.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 11.1.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- 11.1.3** If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

### **11.2 Termination by the Owner for Cause**

**11.2.1** The Owner may terminate the Agreement if the Contractor:

- 11.2.1.1** Fails to commence the Work in accordance with the provisions of the Agreement;
- 11.2.1.2** Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
- 11.2.1.3** Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
- 11.2.1.4** Fails to perform any of its obligations under the Agreement;
- 11.2.1.5** Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
- 11.2.1.6** Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
- 11.2.1.7** Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
- 11.2.1.8** Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

**11.2.2** When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude

the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**11.2.3** When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

**11.2.4** If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

### **11.3 Suspension by the Owner for Convenience**

**11.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**11.3.2** The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

- 11.3.2.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- 11.3.2.2** that an equitable adjustment is made or denied under another provision of the Agreement.

### **11.4 Termination by the Owner for Convenience**

**11.4.1** The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

**11.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- 11.4.2.1** Cease operations as directed by the Owner in the notice;
- 11.4.2.2** Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 11.4.2.3** Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**11.4.3** Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

## **ARTICLE 12 MISCELLANEOUS PROVISIONS:**

**12.1 Interest and Late Payments.** 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.

**12.2 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.

**12.3 Assignment.** 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.

**12.4 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 Project 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.

**12.5 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**12.6 Notices.** All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

**12.7 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.

**12.8 Relationship of the Parties.** Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**12.9 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.

**12.10 No Waiver of Sovereign Immunity.** Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

**12.11 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.

**12.12 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.

**12.13 Entire Agreement & Incorporated Documents; Conflicting Terms.** This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #OMNIA R200107; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract # OMNIA R200107; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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.

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR:**

J.T. Vaughn Construction, LLC

By:  \_\_\_\_\_

Printed Name: Danny Thompson  
Chief Executive Officer

Title: \_\_\_\_\_

Date: DECEMBER 20, 2023

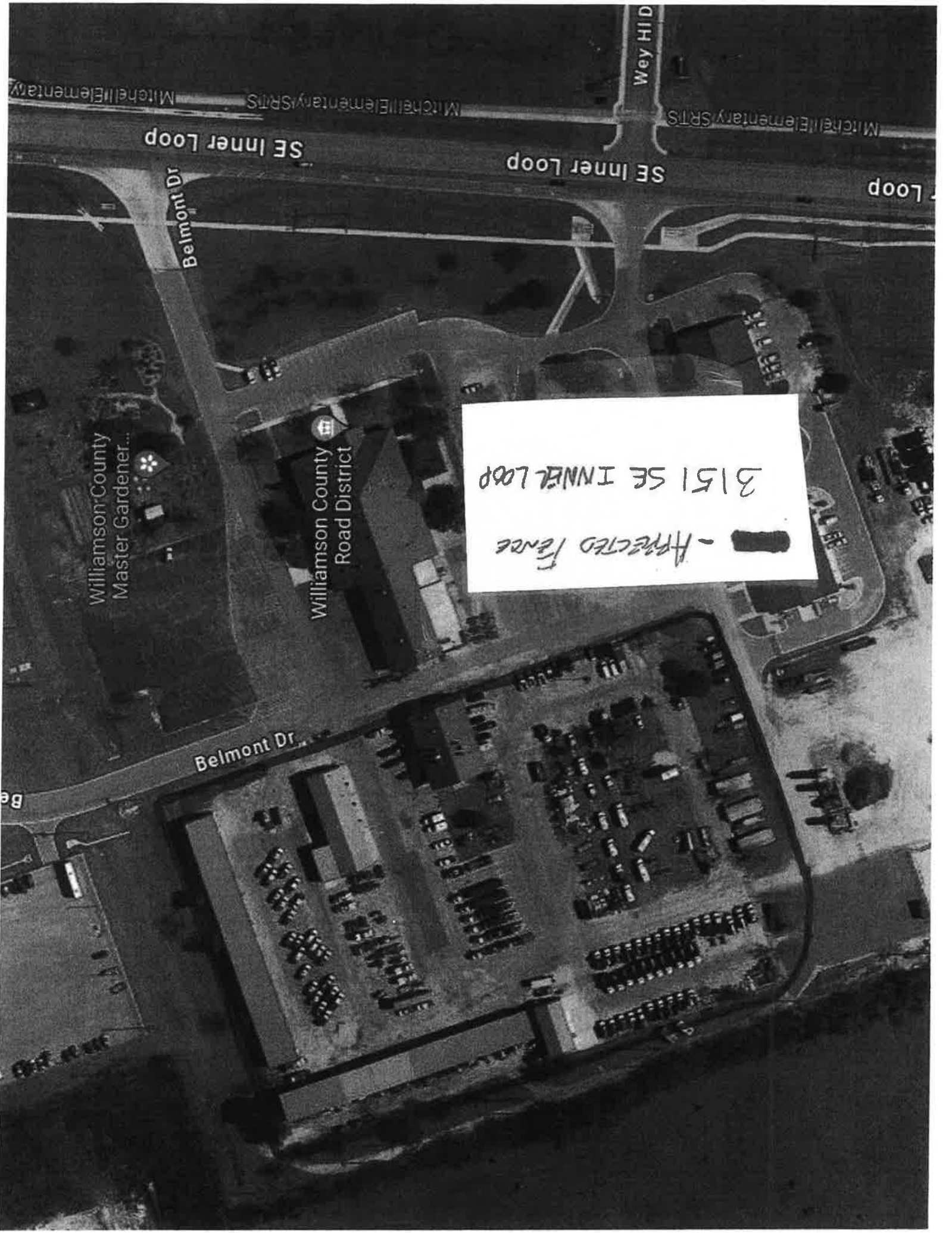


## **Exhibit "A"**

### **Plans and Specifications**

#### **Scope of Work:**

1. On site supervision & safety measures
2. Payment and Performance Bonds
3. East Fence and Gate: Remove and replace approximately 200LF of fence including one 30LF wide cantilever gate complete with gate operator and keypad.
4. North Fence Line: Approximately 490LF reset and plumb fence posts, replace damaged chain link, top rail, and posts as needed.
5. Northwest Fence Corner: Remove existing double swing gate and install a new manually operated 30LF wide cantilever sliding gate complete with new posts and hardware.
6. West Fence Line/Tractor Storage Area: Replace 3 damaged line post, 5 damaged barbwire arms, 330LF new barbwire.
7. West Fence Line/Sign Shop Area: Remove existing 400LF and replace with new, remove and replace gate posts.
8. South Fence Line: Remove and replace approximately 100LF of existing fence including one 30LF cantilever gate complete with gate operator and keypad.
9. East Fence Line: Remove and replace entire fence
10. Remove and replace two existing gate operators with new Liftmaster CSL Operators with battery backup.
11. Gate operator package to includes: New gate operators, UL325 Safety Devices, New Keypad compatible with existing system, and Wiegand Wireless Bridge.
12. Provide and install 8 bollards for motorized gates
13. Provide and install privacy fence slats on the east fence line.



3151 SE INNER LOOP

- Affected Fence



Date: December 11, 2023

Attention: Williamson County, Texas  
Mr. Daryl Mutz  
3151 SE Inner Loop  
Georgetown, TX 78626

6604 N. Lamar  
Austin, TX 78752  
Telephone:  
(512) 318-1332

Reference: OMNIA R200107 - Williamson County Road and Bridge Fence  
Repairs

Facsimile:  
(512) 681-9752

Mr. Mutz,

We respectfully submit our Proposal for the Williamson County Road and Bridge Fence Repairs project in the amount of Two Hundred Seventy-Three Thousand Four Hundred Seventy-Five and 75/100 (\$273,475.75) dollars.

Our Pricing includes the following scopes of work:

1. On site supervision & safety measures
2. Payment and Performance Bonds
3. East Fence and Gate: Remove and replace approximately 200LF of fence including one 30LF wide cantilever gate complete with gate operator and keypad.
4. North Fence Line: Approximately 490LF reset and plumb fence posts, replace damaged chain link, top rail, and posts as needed.
5. Northwest Fence Corner: Remove existing double swing gate and install a new manually operated 30LF wide cantilever sliding gate complete with new posts and hardware.
6. West Fence Line/Tractor Storage Area: Replace 3 damaged line post, 5 damaged barbwire arms, 330LF new barbwire.
7. West Fence Line/Sign Shop Area: Remove existing 400LF and replace with new, remove and replace gate posts.
8. South Fence Line: Remove and replace approximately 100LF of existing fence including one 30LF cantilever gate complete with gate operator and keypad.
9. East Fence Line: Remove and replace entire fence
10. Remove and replace two existing gate operators with new Liftmaster CSL Operators with battery backup.
11. Gate operator package to includes: New gate operators, UL325 Safety Devices, New Keypad compatible with existing system, and Wiegand Wireless Bridge.
12. Provide and install 8 bollards for motorized gates
13. Provide and install privacy fence slats on the east fence line.

Our Pricing Excludes

1. Emergency vehicle detection devices
2. Temporary fencing or gates during construction
3. Patching back of roads after underground electrical
4. Identifying and repairs to damaged unmarked underground utilities
5. Data/Communications wiring
6. Modifications to the existing access control system
7. Moving or relocating of existing stored materials in the area of work.
8. New drives or roadways
9. Removal of concrete post bases of demoed fence post
10. Grading or leveling of existing surfaces
11. Stormwater Pollution Prevention Plan
12. Contingency
13. Temporary toilets. Workers will utilize the existing facilities
14. Sales Tax
15. After hours work
16. Permits
17. Badging and Background Check fees



Pricing is valid for Thirty (30) Days only.  
Thank you for the opportunity and please call me with any questions.

Very truly yours,  
J.T. Vaughn Construction, LLC

A handwritten signature in blue ink, appearing to read "Doug Boram", written over the printed name.

Doug Boram  
512-663-7461  
[dougboram@vaughnconstruction.com](mailto:dougboram@vaughnconstruction.com)

VAUGHN

C O N S T R U C T I O N

Wilco Road and Bridge Fencing

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
013113200280	Field personnel, superintendent, maximum		4.00	Week	\$2,650.00	\$0.00	\$0.00	\$10,600.00	
024113620520	Selective demolition, chain link fences & gates, gates, cantilever, to 40' width		2,938.00	L.F.	\$15.02	\$0.00	\$3.58	\$54,646.80	
024113620530	Selective demolition, chain link fences & gates, gates, motor operators		4.00	Ea.	\$955.50	\$0.00	\$0.00	\$3,822.00	
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost		4.00	Week	\$0.00	\$775.00	\$0.00	\$3,100.00	
033053403800	Structural concrete, in place, spread footing (3000 psi), under 1 C.Y., includes forms(4 uses), Grade 60 rebar, concrete (Portland cement Type I), placing and finishing		10.00	C.Y.	\$163.52	\$275.76	\$1.12	\$4,404.00	
083456101030	Security gate, driveway, opener 24 VDC, wireless		2.00	Ea.	\$0.00	\$2,095.80	\$0.00	\$4,191.60	
083456101030	Security gate, driveway, opener 24 VDC, wireless		2.00	Ea.	\$0.00	\$2,095.80	\$0.00	\$4,191.60	
260505100170	Conduit, PVC #40, 1/2" to 1" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers		200.00	L.F.	\$0.76	\$0.00	\$0.00	\$152.00	
260505101241	Panelboards, 3 wire, 120/240 V, 225 amp, to 42 circuits, electrical demolition, remove, including removal of all breakers, conduit terminations & wire connections		1.00	Ea.	\$262.35	\$0.00	\$0.00	\$262.35	
260519900120	Wire, copper, stranded, 600 volt, #10, type THW, normal installation conditions in wireway, conduit, cable tray		20.00	C.L.F.	\$31.48	\$33.09	\$0.00	\$1,291.40	
260533139225	PVC conduit elbows, 3/4" diameter, to 15' H		10.00	Ea.	\$7.49	\$1.09	\$0.00	\$85.80	
260533139314	PVC conduit couplings, 3/4" diameter, to 15' H		20.00	Ea.	\$7.49	\$0.32	\$0.00	\$156.20	
260590101220	Service & panel, residential, w/18 branch breakers, w/PVC conduit & wire, 200 amp, incl 24' SE-AL cable, service eye, meter socket		1.00	Ea.	\$431.42	\$1,654.28	\$0.00	\$2,085.70	
275313500100	Clock equipments, time system components,6 channel, 450-470 MHZ, wireless master controller, excl. wires & conduits		2.00	Ea.	\$947.38	\$1,462.48	\$0.00	\$4,819.72	
281511130340	Keypad access, digital keypad, interior/exterior, basic, excludes striker/power/wiring		4.00	Ea.	\$150.66	\$260.23	\$0.00	\$1,643.56	
316329130500	Uncased drilled concrete piers, thin wall shell pile, straight sided, 16 ga., 16" diameter, 11.6 lb/LF, priced using 200 piles, 60' long, unless specified otherwise, excludes pile caps, mobilization, or reinforcing		32.00	V.L.F.	\$8.11	\$23.74	\$4.67	\$1,168.64	

VAUGHN

C O N S T R U C T I O N

Wilco Road and Bridge Fencing

Line Number	Long Description	Notes	Quantity	Unit Of Measure	Labor	Material	Equipment	Extended Total	Total
321713131300	Metal parking bumpers, pipe bollards, concrete filled/painted, 8' L x 4' D hole, 6" diam.		8.00	Ea.	\$53.75	\$510.09	\$14.31	\$4,625.20	
323111107810	Chain link fence gates and posts, motor operators for gates, 3' wide swing, excludes electric wiring & excavation		2.00	Ea.	\$2,024.10	\$764.03	\$0.00	\$5,576.26	
323111107820	Chain link fence gates and posts, motor operators for gates, up to 45' sliding, excludes electric wiring & excavation		2.00	Ea.	\$2,024.10	\$2,562.00	\$0.00	\$9,172.20	
323113200200	Fence, chain link industrial, galvanized steel, 3 strands barb wire, 2" posts @ 10' OC, 9 ga. wire, 6' high, schedule 40, includes excavation, & concrete		2,938.00	L.F.	\$5.10	\$20.59	\$1.79	\$80,736.24	
337119151080	Electrical underground ducts and manholes, PVC, conduit with coupling, 5" diameter, schedule 40, installed by direct burial in slab or duct bank, excludes excavation, backfill and cast in place concrete		200.00	L.F.	\$5.25	\$13.14	\$0.00	\$3,678.00	
337119170600	Electrical underground ducts and manholes, hand holes, precast concrete, with concrete cover, 2' x 2' x 3' deep, excludes excavation, backfill and cast in place concrete		2.00	Ea.	\$326.48	\$628.15	\$83.16	\$2,075.58	
337119179990	Electrical underground ducts and manholes, minimum labor/equipment charge		1.00	Job	\$89.78	\$0.00	\$0.00	\$89.78	
								\$202,574.63	
								SubTotal (ExtendedTotal)	\$202,574.63
								Coefficient (Omnia JOC Standard Hour 35% on Extended Total)	\$70,901.12
								Grand Total	\$273,475.75

# 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 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.**

J. T. Vaughn Construction, LLC  
Houston, TX United States

**Certificate Number:**  
2023-1105894

**Date Filed:**  
12/19/2023

**Date Acknowledged:**

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

Williamson County, Texas

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

Contract #OMNIA R200107  
Construction Services for Road and Bridge Fence Repairs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Vaughn, J. Thomas	Houston, TX United States	X	
	Vaughn, William F.	Houston, TX United States	X	
	Vaughn, Michael W.	Houston, TX United States	X	
	Simpson, Michael W.	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is Danny Thompson, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 19th day of December, 2023  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

# 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 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.**

J. T. Vaughn Construction, LLC  
Houston, TX United States

**Certificate Number:**  
2023-1105894

**Date Filed:**  
12/19/2023

**Date Acknowledged:**  
01/30/2024

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

Williamson County, Texas

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

Contract #OMNIA R200107  
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			Controlling	Intermediary
	Vaughn, J. Thomas	Houston, TX United States	X	
	Vaughn, William F.	Houston, TX United States	X	
	Vaughn, Michael W.	Houston, TX United States	X	
	Simpson, Michael W.	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**Commissioners Court - Regular Session****45.****Meeting Date:** 02/06/2024

CR 258 CAR Letter of Transfer

**Submitted By:** Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 258 Project, a Road Bond Project in Commissioner Pct. 2. Project Number: P277

**Background**

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the CAR. A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

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**Fiscal Impact**

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

**Attachments**

CR258-CAR\_ENV-Transfer

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 11:07 AM

Started On: 02/01/2024 10:11 AM

Acc CAR \_\_\_\_\_

**CENTER FOR ARCHAEOLOGICAL RESEARCH  
GOVERNMENTAL AGENCY CURATION AGREEMENT**

This letter documents the transfer of archaeological collections and records from

Williamson County

*name of governmental agency and/or subdivision*

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project CR 258 from U.S. Highway 183 to Sunset Ridge Roadway Improvement Project

Project No. SWCA # 59147.21

County(ies) Williamson County, Texas

Site No(s) None

Permitting Agency THC Permit # 9353

Description of Materials Records and photographs generated during intensive archaeological survey.

The transfer of the above described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

\_\_\_\_\_  
Signature - Authorized Agent of Sub. Gov. Agency

Judge Bill Gravell, Jr.

\_\_\_\_\_  
Authorized Agent of Sponsor (type or print)

Williamson County Judge

\_\_\_\_\_  
Title/Position

\_\_\_\_\_  
Date

Address:

710 South Main St., Suite 101

Georgetown, TX 78626



\_\_\_\_\_  
Signature - Authorized Agent of Sub. Arch.

Ken Lawrence

\_\_\_\_\_  
Authorized Agent of Sub. Arch. (type or print)

Principal Investigator

\_\_\_\_\_  
Title/Position

January 18, 2024

\_\_\_\_\_  
Date

Address:

SWCA Environmental Consultants

4407 Monterey Oaks Blvd

Building 1, Suite 110

Austin, Texas 78749

**Commissioners Court - Regular Session****46.****Meeting Date:** 02/06/2024

Ronald Reagan Widening COGT Waterline Easement 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 Reagan CR 258 Real Estate LLC for a City of Georgetown Waterline Easement needed on the Ronald Reagan Widening project. Funding Source: Road Bonds P336.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Agreement

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 11:00 AM

Started On: 01/31/2024 06:10 PM

# Sheets & Crossfield, PLLC

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ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

[don@scrrlaw.com](mailto:don@scrrlaw.com)

November 16, 2023

**Via e-mail tomg@tg-eng.com and samirsmaredia@gmail.com**

Reagan CR 258 Real Estate LLC

c/o Samir Maredia

5522 Jenolan Ridge Lane

Sugar Land, Texas 77479

Re: Ronald Reagan Widening  
COGT Waterline Easement

Dear Mr. Groll:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement by Williamson County and the City of Georgetown (collectively the "County") in and across portions of the property owned by Reagan CR 258 Real Estate LLC ("Owner") as part of the County's proposed Ronald Reagan Widening 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 waterline easement ("Easement") in and to a 1,873 square foot tract of land, such rights to be granted in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **\$2,150** in cash or other good funds ("Purchase Price").

2. If requested by County, 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 or to the Easement Grantee 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 December 15, 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 have this letter executed by the appropriate person 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]*

**AGREED:**

REAGAN CR 258 REAL ESTATE LLC,  
a Texas limited liability company

By: 

Name: Samir Maxedia

Title: Owner

Date: 01/23/2024

**ACCEPTED AND AGREED:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Bill Gravell, Jr.  
County Judge

Date: \_\_\_\_\_

**EXHIBIT “A” FORM OF EASEMENT FOLLOWS**

**WATER LINE EASEMENT**

STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

This Water Line Easement Agreement (this "Agreement") is made on the \_\_\_\_ day of \_\_\_\_\_, 2023, at Georgetown, Texas, between **REAGAN CR 258 REAL ESTATE LLC**, a Texas limited liability company whose address is 1613 Bellini Lane, Leander, Texas 78641 (hereinafter referred to as "Grantor"), and the **City of Georgetown, a Texas home-rule municipal corporation**, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Property; and (3) the right to remove from the Property all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities.
4. The duration of the Easement is perpetual.
5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.



6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant.
7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

*[signature pages follow]*

GRANTOR:

REAGAN CR 258 REAL ESTATE, LLC,  
a Texas limited liability company

By: [Signature]

Name: Samir Maxedia

Title: Owner

STATE OF TEXAS

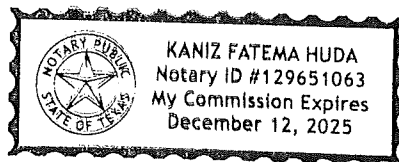
§

COUNTY OF Fort Bend

§

§

~~2023~~ <sup>2024</sup> This instrument was acknowledged before me on this the 23rd day of Jan,  
~~2023~~ by Samir Maxedia the Owner of Reagan CR 258 Real Estate,  
LLC, in the capacity and for the purposes and consideration recited herein.



[Signature]  
Notary Public, State of Texas

GRANTEE:

City of Georgetown, Texas, a Texas  
home-rule municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, the \_\_\_\_\_ of City of Georgetown, Texas, a Texas  
home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:

City of Georgetown  
Attn: Real Estate Services  
P.O. Box 409  
Georgetown, Texas 78627

1,873 SQUARE FEET  
B. MANLOVE SURV., A-417  
LIBERTY HILL, WILLIAMSON COUNTY, TX

FILE NO: 2023.089  
PROJECT: 617.116001 (EX1)  
DATE: 11/07/2023

**DESCRIPTION**

1,873 SQUARE FEET SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 12, BLOCK C, RIO RANCH PHASE 2A, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2023005938, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1,873 SQUARE FOOT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at a 1/2-inch iron rod found at the intersection of the west right-of-way line of Ronald Reagan Blvd. (r.o.w. varies) and the north right-of-way line of County Road 258 (120' r.o.w.), being the southeast corner of said Lot 12 and hereof;

**THENCE**, S39°52'14"W, along said north right-of-way line of County Road 258, being the south line of said Lot 12, a distance of 23.43 feet to a calculated point, for the southwesterly corner hereof, from which a 1/2-inch iron rod found in said north right-of-way line bears S39°52'14"W, a distance of 22.73 feet;

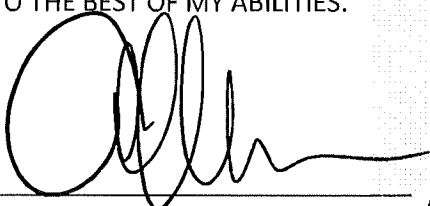
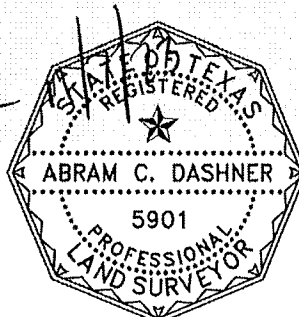
**THENCE**, N18°44'35"W, leaving said north right-of-way line, over and across said Lot 12, a distance of 99.95 feet to a calculated point, for the northwesterly corner hereof;

**THENCE**, N72°28'17"E, continuing over and across said Lot 12, passing at a distance of 5.31 feet a 1/2-inch iron rod found at an angle point in the east line of said Lot 12, being an angle point in said west right-of-way line, continuing with the east line of said Lot 12 and said west right-of-way line, for a total distance of 20.00 feet to a 1/2-inch iron rod found at an angle point in said west right-of-way line, being an angle point in the east line of said Lot 12, for the northeasterly corner hereof;

**THENCE**, S18°44'35"E, continuing along said west right-of-way line, being the east line of said Lot 12, a distance of 87.33 feet to the **POINT OF BEGINNING**, containing 1,873 square feet (0.043 acre) of land.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83 (2011), CENTRAL ZONE, UTILIZING THE LEICA CONTINUALLY OPERATING REFERENCE NETWORK.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BASED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF APRIL, 2023, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

  
ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754

## BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (NAD 83), UTILIZING THE LEICA CONTINUALLY OPERATING REFERENCE NETWORK.

## EXHIBIT "B"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S39°52'14"W	23.43'
L2	N72°28'17"E	20.00'

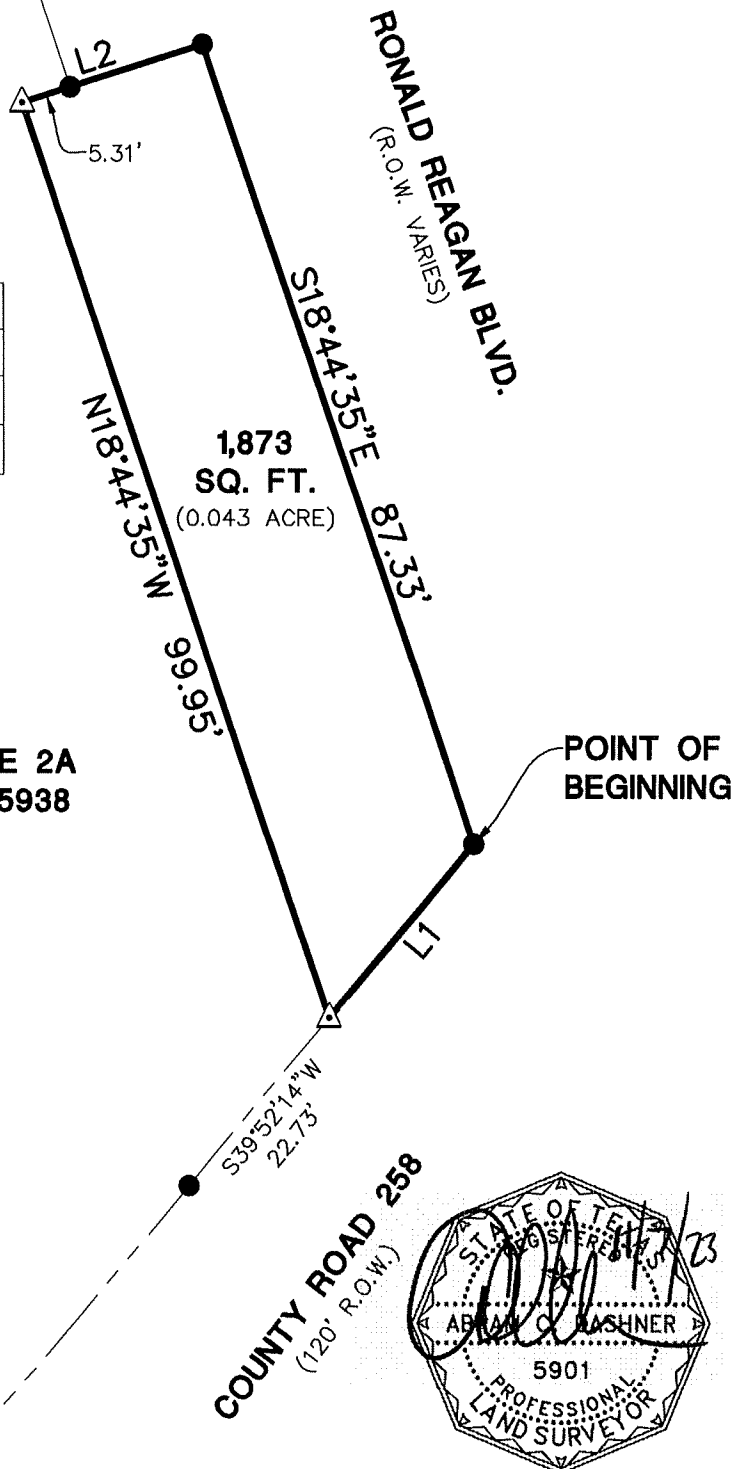


SCALE: 1"=20'

LOT 12  
BLOCK C  
RIO RANCH PHASE 2A  
DOC. NO. 2023005938

## LEGEND

- = FOUND 1/2-INCH IRON ROD
- △ = CALCULATED POINT



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6448 E Highway 290, Ste. B-105, Austin, TX 78723 ph: 512.244.3395 manhard.com  
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers  
Construction Managers | Environmental Scientists | Landscape Architects | Planners  
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-21732 (Eng)

LOT 12, BLOCK C, RIO RANCH PHASE 2A

3065 CR 258, LIBERTY HILL, TX 78642

WATERLINE EASEMENT

DATE:

11/07/23

DRAWN BY:

PWP/MA

SCALE:

1"=20'

CODE:

2023.089

1,873 SQUARE FEET  
B. MANLOVE SURV., A-417  
LIBERTY HILL, WILLIAMSON COUNTY, TX

FILE NO:2023.089  
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**BEGINNING**, at a 1/2-inch iron rod found at the intersection of the west right-of-way line of Ronald Reagan Blvd. (r.o.w. varies) and the north right-of-way line of County Road 258 (120' r.o.w.), being the southeast corner of said Lot 12 and hereof;

**THENCE**, S39°52'14"W, along said north right-of-way line of County Road 258, being the south line of said Lot 12, a distance of 23.43 feet to a calculated point, for the southwesterly corner hereof, from which a 1/2-inch iron rod found in said north right-of-way line bears S39°52'14"W, a distance of 22.73 feet;

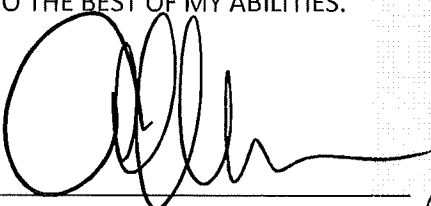
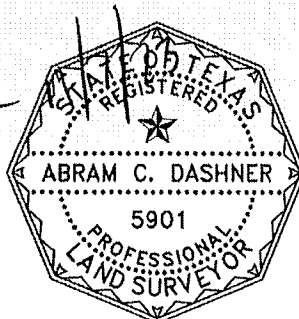
**THENCE**, N18°44'35"W, leaving said north right-of-way line, over and across said Lot 12, a distance of 99.95 feet to a calculated point, for the northwesterly corner hereof;

**THENCE**, N72°28'17"E, continuing over and across said Lot 12, passing at a distance of 5.31 feet a 1/2-inch iron rod found at an angle point in the east line of said Lot 12, being an angle point in said west right-of-way line, continuing with the east line of said Lot 12 and said west right-of-way line, for a total distance of 20.00 feet to a 1/2-inch iron rod found at an angle point in said west right-of-way line, being an angle point in the east line of said Lot 12, for the northeasterly corner hereof;

**THENCE**, S18°44'35"E, continuing along said west right-of-way line, being the east line of said Lot 12, a distance of 87.33 feet to the **POINT OF BEGINNING**, containing 1,873 square feet (0.043 acre) of land.

BEARING BASIS: TEXAS COORDINATE SYSTEM, NAD 83 (2011), CENTRAL ZONE, UTILIZING THE LEICA CONTINUALLY OPERATING REFERENCE NETWORK.

I HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BASED UPON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF APRIL, 2023, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

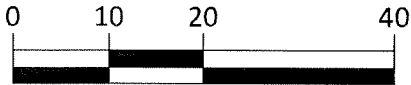
  
ABRAM C. DASHNER  
TEXAS RPLS 5901  
MANHARD CONSULTING  
TBPLS FIRM NO. 10194754

## BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (NAD 83), UTILIZING THE LEICA CONTINUALLY OPERATING REFERENCE NETWORK.

## EXHIBIT "B"

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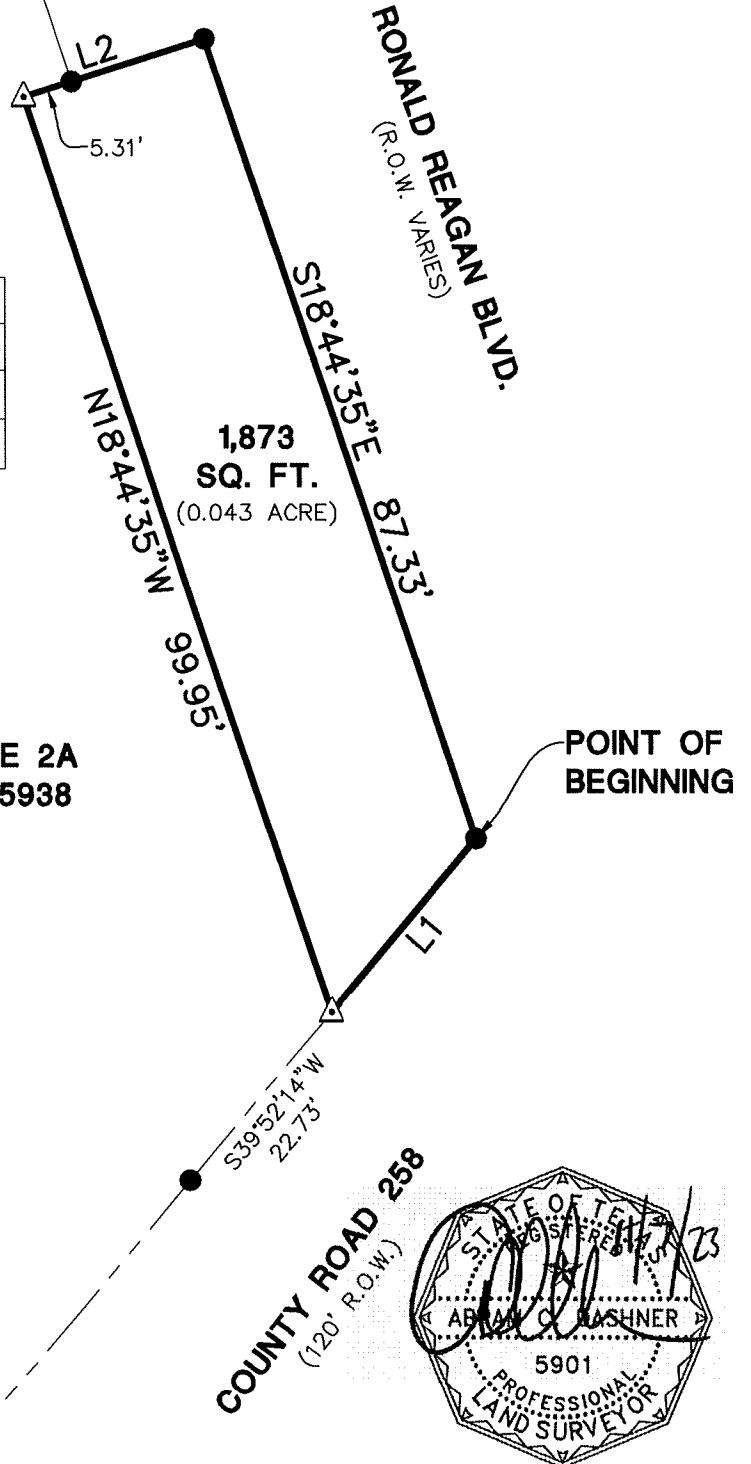


SCALE: 1"=20'

LOT 12  
BLOCK C  
RIO RANCH PHASE 2A  
DOC. NO. 2023005938

## LEGEND

- = FOUND 1/2-INCH IRON ROD
- △ = CALCULATED POINT



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Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers  
Construction Managers | Environmental Scientists | Landscape Architects | Planners  
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-21732 (Eng)

LOT 12, BLOCK C, RIO RANCH PHASE 2A

3065 CR 258, LIBERTY HILL, TX 78642

WATERLINE EASEMENT

DATE:

11/07/23

DRAWN BY:

PWP/MA

SCALE:

1"=20'

CODE:

2023.089

## Commissioners Court - Regular Session

47.

**Meeting Date:** 02/06/2024

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

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### Information

#### Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

#### A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property: CR 332
- b) Discuss the acquisition of real property for County Facilities.
- c) Discuss the acquisition of real property for CR 255.
- d) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- e) Discuss the acquisition of real property for Corridor H
- f) Discuss the acquisition of real property for future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for Corridor C.
- i) Discuss the acquisition of right-of-way for Corridor F.
- j) Discuss the acquisition of right-of-way for Corridor D.
- k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- l) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile

#### Detention Center

- n) Discuss acquisition of right of way for Corridor E.
- o) Discuss 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

#### Background

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### Fiscal Impact

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

*No file(s) attached.*

#### Form Review

##### Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/01/2024

##### Reviewed By

Becky Pruitt

##### Date

02/01/2024 11:00 AM

Started On: 01/31/2024 06:15 PM

**Commissioners Court - Regular Session****48.****Meeting Date:** 02/06/2024

Economic Development

**Submitted For:** Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**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**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 02/01/2024

**Reviewed By**

Becky Pruitt

**Date**

02/01/2024 11:00 AM

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