# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONERS COURT
# February 27, 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 – 39 )

**3.** Discuss, consider, and take appropriate action on a line item transfer for Constable 4.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| FROM | 0100.0554.003100 | OFFICE SUPPLIES | $1,070.58 |
| TO | 0100.0554.003005 | OFFICE FURNITURE < $5000 | $1,070.58 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| FROM | 0100-0409-004998 | Non-Departmental/Contingencies | $12,613 |
| TO | 0100-0440-005700 | DistAtty/Vehicle | $12,613 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0503.005740 | Computer Equipment > $5,000 | $26,100.00 |
| To | 0100.0503.003012 | Communication Equip < $5,000 | $26,100.00 |

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

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0509.003010 | Computer Equipment | $7,500.00 |
| To | 0100.0509.003102 | Safety Supplies | $7,500.00 |
| From | 0100.0509.004430 | Utilities | $40,000.00 |
| To | 0100.0509.004541 | Vehicle Maintenance/Repair | $40,000.00 |
| From | 0100.0509.004509 | Facility Enhancements | $4,000.00 |
| To | 0100.0509.004620 | Equipment Rentals | $4,000.00 |

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

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0509.004430 | Utilities | $150,000.00 |
| To | 0100.0509.004510 | Building Maint & Repair | $150,000.00 |

**8.** Discuss, consider and take appropriate action on a line item transfer for the Environmental Services Division.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0661.005700 | Vehicles > $5,000 | $2,000.00 |
| To | 0100.0661.004541 | Vehicle Repairs & Maint | $2,000.00 |

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

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0200-0210-005700 | Vehicles >$5000 | $9,900.00 |
| To | 0200-0210-005003 | Equipment >$5000 | $9,900.00 |

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

**11.** Discuss, consider, and take appropriate action on approving property tax collections for the month of January 2024 for the Williamson County Tax Assessor/Collector.

**12.** Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 02/15/2024 for the Williamson County Tax Assessor/Collector.

**13.** Discuss, consider and take action on approving the Investment Report for the Quarter ending December 31, 2023, which was approved by the investment committee on January 29, 2024.

**14.** Discuss, consider and take action on approving the Williamson County Investment Policy for 2024, which was approved by the Investment Committee on January 29, 2024.

**15.** Discuss, consider, and take appropriate action to approve the County Attorney December 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**16.** Discuss, consider, and take appropriate action to approve the County Attorney January 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**17.** Discuss, consider, and take appropriate action regarding the 2023 Racial Profiling Report for Williamson County Constable 4.

**18.** Discuss, consider and take appropriate action on appointing Stephen Balderas to ESD #3 board with the term to commence February 27th and continue until December 31st, 2025.

**19.** Discuss and take appropriate action on noting in the Minutes the County Clerk's CE hours from the County Investment Academy created by Texas Association of Counties.

**20.** Discuss, consider, and take appropriate action on a First Amended and Restated Farm Lease between Williamson County, Texas, and Weldon Copeland and Kevin Copeland, jointly and severally, for the lease of 149 acres of land situated near the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas for purposes of farming.

**21.** Discuss, consider, and take appropriate action on authorizing the non-renewal of the Falcon Complete License Subscription and termination of the Terms and Conditions with CrowdStrike, Inc., effective April 11, 2024, and that appropriate officials take necessary actions to provide notice of such termination.

**22.** Discuss, consider and take appropriate action regarding the engagement of BLX Group LLC to provide professional advice and counsel relating to cash flow analyses and bidding agent services in connection with Williamson County’s investment portfolio; 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).

**23.** Discuss, consider and take appropriate action on approving the uniform policy for the Elections Department.

**24.** Discuss, consider and take appropriate action on an investment from Maddie's Fund for the Williamson County Regional Animal Shelter.

**25.** Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to accept an investment from Best Friends Animal Society.

**26.** Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to accept a grant investment from Greater Good.

**27.** Discuss, consider, and take appropriate action on approving the purchase agreement for an additional Bonfire Pro Seat License with Bonfire Interactive Ltd., in the amount of $2,362.50, as per DIR contract #DIR-TSO-4363, and authorizing the execution of the purchase agreement.

**28.** Discuss, consider and take appropriate action on approving a contract extension with Accelerated Card Company, LLC dba Certified Payments in order to allow additional time to complete the solicitation process.

**29.** Discuss, consider, and take appropriate action on approving Funding Agreement #2024115 between Williamson County and Family Restoration Coaching for parent mentoring services for $40,000.00, exempting the purchase from competitive bidding requirements under Tex. Local Government Code 262.024 (a)(4) a personal or professional service, and authorizing the execution of the agreement.

**30.** Discuss, consider, and take appropriate action on approving Funding Agreement #2024116 between Williamson County and Simple Sparrow Care Farm for housing services for $30,000.00, exempting the purchase from competitive bidding requirements under Tex. Government Code 2254.002(2)(A)(v) Medicine, and authorizing the execution of the agreement.

**31.** Discuss, consider, and take appropriate action on approving Purchase #2024111 between Williamson County and Tyler Technologies, Inc. for CivilServe annual support and maintenance for the amount of $54,783.55, pursuant to Sourcewell contract #0903220-TTI.

**32.** Discuss, consider, and take appropriate action on approving Rental Agreement #2024127 between Williamson County and Pitney Bowes, Inc. for leasing a postage machine for the monthly charge of $713.53 for sixty (60) months pursuant to BuyBoard contract #656-21, and authorizing the execution of the agreement.

**33.** Discuss, consider, and take appropriate action on approving the Agreement for Construction Services #2024144 with The Brandt Companies, LLC for the Juvenile Justice Center Exhaust Fan Replacement - Phase I for Facilities Management in the amount of $25,212.00 pursuant to Choice Partners Cooperative Contract #CSP-22-049MF, and authorize execution of the agreement.

**34.** Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 providing continuing engineering services for the design of the Fleet Shop expansion at the Central Maintenance to MODE Design Company in the amount up to Forty-Eight Thousand and Nine Hundred Fifty Dollars ($48,950.00) and authorize execution of the agreement. The funding source is P608.

**35.** Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 providing continuing engineering services for the expansion of the existing Road and Bridge Personnel Building to MODE Design Company in the amount up to Sixty-One Thousand and Twenty-Five Dollars ($61,025.00) and authorize execution of the agreement. The funding source is P643.

**36.** Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $456,280.00 to expire March 31, 2025 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for Seven (7) HMAC Widening Projects. Funding source: 01.0200.0210.004100.

**37.** Discuss, consider and take appropriate action on Work Authorization No 7 in the amount of $365,722.00 to expire December 31, 2025 under Williamson County contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for CR 255 City of Georgetown Water Line Relocations. Funding source: 01.0200.0210.004100

**38.** Discuss, consider and take appropriate action on ratifying and approving the final plat for the Santa Rita Ranch Phase 7A Section 3 subdivision – Precinct 2.

**39.** Discuss, consider and take appropriate action on approval of the final plat for the Villa Torre subdivision – Precinct 3.

## REGULAR AGENDA

**40.** Discuss, consider and take appropriate action on a resolution acknowledging February 24, 2024, as Government Communicators Day in recognition of the Public Affairs staff and all government communicators who work to inform, educate and engage their communities.

**41.** Discuss, consider, and take appropriate action on a proclamation declaring March 6 and 7, 2024 as Amplify Wilco Days.

**42.** Discuss, consider, and take appropriate action regarding repairs to County vehicles damaged during the September 24, 2023 hail storm.

**43.** Discuss, consider, and take appropriate action to approve a Resolution Authorizing the County Judge to Execute Certificates Expressing Official Intent to reimburse costs of projects.

**44.** Discuss, consider and take appropriate action on authorizing the extension of Public Involvement for Infrastructure Projects contract RFP1812-284, renewal option period 4 (FINAL), with Rifeline, LLC, for the same pricing but with an amendment to the rate schedule to include three new job titles as listed in Attachment 1. The contract for the term shall be for March 26, 2024 - March 26, 2025, with Rifeline, LLC, in the not-to-exceed amount of $2,000,000.00 and authorize the execution of the agreement.

**45.** Discuss, consider, and take appropriate action on awarding RFP #23RFP97 for the Preservation, Imaging, and Indexing of District Clerk Files to Kofile Technologies, Inc. for an amount not to exceed $3,000,000.00, and authorizing the execution of the agreement.

**46.** Discuss, consider and take appropriate action on approving Quote #2024121 for Laserfiche Annual Support from MCCi, LLC in the amount of $121,266.10, pursuant to BuyBoard cooperative contract #716-23, and authorizing execution of the quote.

**47.** Discuss, consider, and take appropriate action on approving Purchase #2024131 between Williamson County and CMS Communications to replace current network switches to Cisco Catalyst 9200 switches for a total amount of $168,050.00, pursuant to TIPS contract #21050301, and authorize the execution of the purchase.

**48.** Discuss, consider, and take appropriate action on approving Purchase #2024133 between Williamson County and Presidio Networked Solutions, Inc. to replace C9500 routers for the total amount of $187,851.50, pursuant to DIR contract #DIR-TSO-4167, and authorizing the execution of the purchase.

**49.** Discuss, consider, and take appropriate action on approving annual purchase #2024137 between Williamson County and Presidio Networked Solutions Group, LLC, for maintenance of Cisco equipment, for the total amount of $175,540.22, pursuant to the Texas DIR-TSO 4167 contract, and authorizing the execution of the purchase.

**50.** Discuss, consider, and take appropriate action on awarding IFB #24IFB24, Animal Shelter Pharmaceuticals and Clinic Supplies, split on a per item basis, to three responsive bidders: Midwest Veterinary Supply, Inc.; Patterson Veterinary; and Rally, Inc.

**51.** Discuss, consider, and take appropriate action on approving Amendment #2024106 between Williamson County and Safeware, Inc. for the amount of $375,840.00, and authorizing the execution of the Amendment.

**52.** Discuss, consider and take appropriate action on approving Purchase #2024132 for 151,500 rounds of 9MM ammunition from USAVetAmmo in the amount of $56,000.00, pursuant to BuyBoard contract #698-23, and authorizing execution of the quote.

**53.** 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 Park Donations.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.367403 | Park Donations | $646.65 |

**54.** Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0510.003670 | Use of Donations | $646.65 |

**55.** Discuss, consider, and take appropriate action on approving a 2019 Park Bond Transfer to close P562 (Expo Center Support Amenities) and move the remaining funds of $1,855,977.26 to P635 (West Arena and Amenities).

**56.** Receive the February 2024 Construction Summary Report and PowerPoint Presentation.

**57.** Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities RFQ 1811-273.

**58.** 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 255 Project, a Road and Bridge Project in Commissioner Pct. 3. P546

**59.** Discuss, consider, and take appropriate action regarding prioritization of a potential congressional earmark project.

**60.** Discuss, consider, and take appropriate action regarding Change Order No. 9 in the amount of ($268,281.51) for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.

**61.** Discuss, consider, and take appropriate action regarding Change Order No. 11 in the amount of $271,902.72 for Project 22IFB139 FM3349 AT US79 (James Construction) P: 332 Funding Source: Road Bond.

**62.** Discuss, consider and take appropriate action on a purchase contract with Lucio Chaves and Maria Ugalde Hernandez for 0.1001 AC needed as right of way and 0.041 AC needed as a utility easement for the CR 314 project (Parcel 17/17E). Funding Source: Road Bonds P364

**63.** Discuss, consider and take appropriate action on a purchase contract with Susan Chavarria for 0.419 AC needed as right of way on the CR 314 project. (Parcel 25) Funding Source: Road Bonds P364

**64.** Discuss, consider and take appropriate action on a purchase contract with 313 Jarrell Properties, LLC. for 0.194 AC and 0.209 AC needed as right of way on the CR 314 project. (Parcels 27 & 28) Funding Source: Road Bonds P364

**65.** Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements CR 332 Roadway Construction Project with Sonterra Municipal Utility District. Funding Source: Road Bonds P366

**66.** Discuss, consider and take appropriate action on a purchase contract with FM 973 TRC1, LLC for 2.420 acres needed as right of way on the Corridor A-2 project. Funding Source: TANS P588

**67.** Discuss, consider and take appropriate action on a purchase contract with Taylor FM 973 LLC for 23.864 acres and 4.951 acres needed as right of way on the Corridor A-2 project. Funding Source: TANS P588

**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)."***

**68.** 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

**69.** 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

**70.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

**a. General:**

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

**b. Litigation:**

1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
8. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
9. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
10. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
11. 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
20. Cause No. 24-0219-C395; Debra Damman et al. v. Steve Armbruster et al.; In the 395th Judicial District Court of Williamson County, Texas
21. Cause No. 24-0115-C395; Williamson County Republican Party Executive Committee, John Gordon, Precinct Chair #123, Debra Damman, Precinct Chair #151 v. Williamson County Elections Department et al., In the 395th District Court of Williamson County, Texas

**c. Administrative Complaints:**

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

**d. Claims:**

**e. Other:**

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.

**71.** 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).

**72.** 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).

**73.** 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)

**74.** Discuss and take appropriate action concerning economic development.

**75.** Discuss and take appropriate action concerning real estate.

**76.** 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:**

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3. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
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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
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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
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**e. Other:**

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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.

**77.** 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.

**78.** Comments from Commissioners.

**79.** Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

_____

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 22nd day of February 2024 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session** **3.**

**Meeting Date:** 02/27/2024

Line Item Transfer

**Submitted By:** Brian Olson, Constable Pct. #4

**Department:** Constable Pct. #4

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Constable 4.

### Background

This transfer will cover the cost of two additional long tables needed in our training room and not previously budgeted.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| FROM | 0100.0554.003100 | OFFICE SUPPLIES | $1,070.58 |
| TO | 0100.0554.003005 | OFFICE FURNITURE < $5000 | $1,070.58 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 08:32 AM |
| Budget Office | Saira Hernandez | 02/22/2024 09:49 AM |
| Form Started By: Brian Olson | | Started On: 02/20/2024 11:37 AM |
| Final Approval Date: 02/22/2024 | | |

**Commissioners Court - Regular Session** **4.**

**Meeting Date:** 02/27/2024

Line Item Transfer

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

**Department:** Budget Office

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

During the FY24 budget process, a vehicle was approved for a new position in the District Attorney's Office. The vehicle pricing received is higher than what was requested in budget and, thus, created a variance. This transfer will facilitate the vehicle purchase.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| FROM | 0100-0409-004998 | Non-Departmental/Contingencies | $12,613 |
| TO | 0100-0440-005700 | DistAtty/Vehicle | $12,613 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:08 PM |
| Form Started By: Ashlie Holladay | | Started On: 02/21/2024 10:12 AM |
| Final Approval Date: 02/21/2024 | | |

**Commissioners Court - Regular Session** **5.**

**Meeting Date:** 02/27/2024

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

**Submitted For:** Richard Semple **Submitted By:** Tammy McCulley, Information Technology

**Department:** Information Technology

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

Technology Services is requesting to move funds to enhance the connectivity at the Sheriff's Office range and community center facility.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0503.005740 | Computer Equipment > $5,000 | $26,100.00 |
| To | 0100.0503.003012 | Communication Equip < $5,000 | $26,100.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 09:19 AM |
| Budget Office | Saira Hernandez | 02/22/2024 09:49 AM |
| Form Started By: Tammy McCulley | | Started On: 02/22/2024 08:08 AM |
| Final Approval Date: 02/22/2024 | | |

**Commissioners Court - Regular Session** **6.**

**Meeting Date:** 02/27/2024

Line Item Transfer

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

**Department:** Facilities Management

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

Need additional funds for the remainder of the FY for Safety Supplies, Vehicle Maintenance, and Equipment Rentals.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0509.003010 | Computer Equipment | $7,500.00 |
| To | 0100.0509.003102 | Safety Supplies | $7,500.00 |
| From | 0100.0509.004430 | Utilities | $40,000.00 |
| To | 0100.0509.004541 | Vehicle Maintenance/Repair | $40,000.00 |
| From | 0100.0509.004509 | Facility Enhancements | $4,000.00 |
| To | 0100.0509.004620 | Equipment Rentals | $4,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/16/2024 08:39 AM |
| Budget Office | Saira Hernandez | 02/22/2024 09:49 AM |
| Form Started By: Gina Wrehsnig | | Started On: 02/15/2024 08:31 AM |
| Final Approval Date: 02/22/2024 | | |

**Commissioners Court - Regular Session** **7.**

**Meeting Date:** 02/27/2024

Line Item Transfer

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

**Department:** Facilities Management

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

Need additional funds for the remainder of the FY for Building Maintenance & Repairs.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0509.004430 | Utilities | $150,000.00 |
| To | 0100.0509.004510 | Building Maint & Repair | $150,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 08:42 AM |
| Budget Office | Saira Hernandez | 02/22/2024 09:49 AM |
| Form Started By: Gina Wrehsnig | | Started On: 02/20/2024 04:13 PM |
| Final Approval Date: 02/22/2024 | | |

**Commissioners Court - Regular Session** **8.**

**Meeting Date:** 02/27/2024

Line item transfer for the Environmental Services Division

**Submitted For:** Robert Daigh **Submitted By:** Daribel Texidor, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

This transfer is necessary to continue repairs and maintenance on vehicles for the rest of the fiscal year.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0661.005700 | Vehicles > $5,000 | $2,000.00 |
| To | 0100.0661.004541 | Vehicle Repairs & Maint | $2,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/14/2024 10:25 AM |
| Budget Office | Saira Hernandez | 02/15/2024 11:02 AM |
| Form Started By: Daribel Texidor | | Started On: 02/08/2024 03:50 PM |
| Final Approval Date: 02/15/2024 | | |

**Commissioners Court - Regular Session** **9.**

**Meeting Date:** 02/27/2024

Line item transfer for the Road and Bridge Division

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

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

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

This transfer is necessary to complete the purchase of a non-nuclear asphalt density gauge to be used by inspectors and field staff for accurate and safe density measurements of asphalt pavement.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0200-0210-005700 | Vehicles >$5000 | $9,900.00 |
| To | 0200-0210-005003 | Equipment >$5000 | $9,900.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 10:12 AM |
| Budget Office | Saira Hernandez | 02/22/2024 10:18 AM |
| Form Started By: Jenifer Favreau | | Started On: 02/22/2024 10:02 AM |
| Final Approval Date: 02/22/2024 | | |

**Commissioners Court - Regular Session** **10.**

**Meeting Date:** 02/27/2024

Compensation Items

**Submitted By:** Kayla Marek, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

See attached documentation for details.

## Fiscal Impact

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

## Attachments

Merit Report

Merit LIT

Position Changes

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Human Resources (Originator) | Laura Cervantes | 02/21/2024 04:44 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 09:17 AM |
| Form Started By: Kayla Marek | | Started On: 02/21/2024 04:31 PM |
| Final Approval Date: 02/22/2024 | | |

| Department | Position | Emp Num | Current Annual Salary | Merit Amt | Merit % | New Annual Salary | Lump-sum Merit | Pay Proposal Reason | Effective Date of Change |
|---|---|---|---|---|---|---|---|---|---|
| 911 Communications | TCO Specialist.0122.001100. | 15859 | $57,291.27 | $2,864.56 | 5.00 | $60,155.83 | - | MERIT | 1-Mar-24 |
| Benefits | Sr Benefits Specialist.2098.001100. | 16739 | $50,000.00 | $1,000.00 | 2.00 | $51,000.00 | - | MERIT | 1-Mar-24 |
| County Attorney | Legal Assistant II.0031.001100. | 16291 | $46,360.41 | $1,854.42 | 4.00 | $48,214.84 | - | MERIT | 1-Mar-24 |
| County Auditor | Internal Audit Director.0635.001100. | 16658 | $104,766.74 | $2,095.34 | 2.00 | $106,862.08 | - | MERIT | 1-Mar-24 |
| County Auditor | Asst Financial Director.0634.001100. | 11152 | $100,499.36 | $1,004.90 | 1.00 | $101,504.26 | - | MERIT | 1-Mar-24 |
| County Auditor | Accounts Payable Auditor.2032.001100. | 14527 | $48,172.30 | $481.73 | 1.00 | $48,654.03 | - | MERIT | 1-Mar-24 |
| County Auditor | Accounts Payable Auditor.0629.001100. | 15462 | $50,420.24 | $252.10 | 0.50 | $50,672.34 | - | MERIT | 1-Mar-24 |
| County Clerk Judicial | Collections Coordinator.0683.001100. | 16694 | $42,771.81 | $2,138.59 | 5.00 | $44,910.40 | - | MERIT | 1-Mar-24 |
| District Clerk | Deputy District Clerk.0747.001100. | 14560 | $43,874.92 | $1,755.00 | 4.00 | $45,629.92 | - | MERIT | 1-Mar-24 |
| Elections | Training Specialist.0764.001100. | 15664 | $45,362.93 | $1,360.88 | 3.00 | $46,723.81 | - | MERIT | 1-Mar-24 |
| Elections | Operations Supervisor.0769.001100. | 15447 | $58,623.76 | $1,758.64 | 3.00 | $60,382.40 | - | MERIT | 1-Mar-24 |
| Facilities Management | Asst Office Administrator.0242.001100. | 16680 | $46,769.22 | $3,273.84 | 7.00 | $50,043.05 | - | MERIT | 1-Mar-24 |
| Facilities Management | Project Manager I.0228.001100. | 16780 | $76,098.36 | $3,043.82 | 4.00 | $79,142.18 | - | MERIT | 1-Mar-24 |
| Information Systems | IT Engineer II.0966.001100. | 12415 | $93,469.22 | $934.70 | 1.00 | $94,403.92 | - | MERIT | 1-Mar-24 |
| Purchasing | Purchasing Agent.1215.001100. | 15604 | $128,645.66 | $5,145.92 | 4.00 | $133,791.58 | - | MERIT | 1-Mar-24 |
| Unified Road Systems | Operator I.1525.001100. | 16289 | $42,000.00 | $1,999.19 | 4.76 | $43,999.20 | - | MERIT | 29-Mar-24 |
| Unified Road Systems | Senior Foreman.1503.001100. | 11120 | $76,736.92 | $2,248.48 | 2.93 | $78,985.40 | - | MERIT | 15-Mar-24 |
| Wilco Pretrial Services | Pretrial Officer.1955.001100. | 16635 | $46,800.00 | $1,872.00 | 4.00 | $48,672.00 | - | MERIT | 1-Mar-24 |
| Wilco Pretrial Services | Pretrial Officer.1961.001100. | 16636 | $46,800.00 | $1,872.00 | 4.00 | $48,672.00 | - | MERIT | 1-Mar-24 |

| | | | | (TO) | (FROM) | |
|---|---|---|---|---|---|---|
| entity | fund | dept | object | dr | cr | |
| 01 | 0100 | 0581 | 001100 | 2,864.56 | | |
| 01 | 0100 | 0581 | 002010 | 219.14 | | |
| 01 | 0100 | 0581 | 002020 | 459.76 | | |
| 01 | 0100 | 8004 | 001130 | | 2,864.56 | |
| 01 | 0100 | 8004 | 002010 | | 219.14 | |
| 01 | 0100 | 8004 | 002020 | | 459.76 | |
| 01 | 0885 | 0886 | 001100 | 1,000.00 | | |
| 01 | 0885 | 0886 | 001130 | | 1,000.00 | |
| 01 | 0100 | 0475 | 001100 | 1,854.42 | | |
| 01 | 0100 | 0475 | 001130 | | 1,854.42 | |
| 01 | 0100 | 0495 | 001100 | 3,834.07 | | |
| 01 | 0100 | 0495 | 001130 | | 3,834.07 | |
| 01 | 0100 | 0404 | 001100 | 2,138.59 | | |
| 01 | 0100 | 0404 | 002010 | 163.60 | | |
| 01 | 0100 | 0404 | 002020 | 343.24 | | |
| 01 | 0100 | 8002 | 001130 | | 2,138.59 | |
| 01 | 0100 | 8002 | 002010 | | 163.60 | |
| 01 | 0100 | 8002 | 002020 | | 343.24 | |
| 01 | 0100 | 0450 | 001100 | 1,755.00 | | |
| 01 | 0100 | 0450 | 001130 | | 1,755.00 | |
| 01 | 0100 | 0450 | 001130 | 1,765.67 | | reversal of 0737 2/13/24 - dept did not award merit |
| 01 | 0100 | 0450 | 001100 | | 1,765.67 | reversal of 0737 2/13/24 - dept did not award merit |
| 01 | 0100 | 0492 | 001100 | 3,119.52 | | |
| 01 | 0100 | 0492 | 001130 | | 3,119.52 | |
| 01 | 0100 | 0509 | 001100 | 6,317.66 | | |
| 01 | 0100 | 0509 | 001130 | | 6,317.66 | |
| 01 | 0100 | 0503 | 001100 | 934.70 | | |
| 01 | 0100 | 0503 | 002010 | 71.50 | | |
| 01 | 0100 | 0503 | 002020 | 150.02 | | |
| 01 | 0100 | 8008 | 001130 | | 934.70 | |
| 01 | 0100 | 8008 | 002010 | | 71.50 | |
| 01 | 0100 | 8008 | 002020 | | 150.02 | |

| | | | | | |
|---|---|---|---|---|---|
| 01 | 0100 | 0494 | 001100 | 5,145.92 | |
| 01 | 0100 | 0494 | 002010 | 393.66 | |
| 01 | 0100 | 0494 | 002020 | 825.92 | |
| 01 | 0100 | 8001 | 001130 | | 5,145.92 |
| 01 | 0100 | 8001 | 002010 | | 393.66 |
| 01 | 0100 | 8001 | 002020 | | 825.92 |
| 01 | 0200 | 0210 | 001100 | 4,247.67 | |
| 01 | 0200 | 0210 | 001130 | | 4,247.67 |
| 01 | 0100 | 0591 | 001100 | 3,744.00 | |
| 01 | 0100 | 0591 | 001130 | | 3,744.00 |

| 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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 0545-Animal Shelter | 1884 | 16467 | N/A | N/A | N/A | N/A | N/A | N/A | 2/13/24 item #5 CORRECTION: Title change only, from Foster/Volunteer Coordinator to Volunteer Coordinator | 2/16/2024 |
| 0503-Information Systems | 0952 | Vacant | N/A | N/A | N/A | N/A | N/A | N/A | Conversion of PCN 0952 from IT Architect (B.41) to IT Engineer III (B.39). | 3/1/2024 |
| 0509-Facilities Management | 1725 | 14599 | N/A | N/A | $90,890.02 | $84,999.98 | $5,890.04 | N/A | Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1725, 0225, 0226 to PCN 1921 | 3/1/2024 |
| 0509-Facilities Management | 0225 | 14959 | N/A | N/A | $63,507.70 | $61,737.73 | $1,769.97 | N/A | Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1725, 0225, 0226 to PCN 1921 | 3/1/2024 |
| 0509-Facilities Management | 0226 | Vacant | N/A | N/A | $51,651.49 | $49,779.81 | $1,871.68 | N/A | Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1725, 0225, 0226 to PCN 1921 | 3/1/2024 |
| 0509-Facilities Management | 1921 | Vacant | N/A | N/A | $62,894.83 | $72,426.52 | N/A | $9,531.69 | Conversion of PCN 1921 from Senior Office Administrator (B.27) to Senior Contract Coordinator (B.29). Reallocation of position budget as allowed by policy. Surplus salary from PCNs 1725, 0225, 0226 to PCN 1921 | 3/1/2024 |

*Amount may vary slightly due to Oracle rounding

**Commissioners Court - Regular Session** **11.**

**Meeting Date:** 02/27/2024

Property Tax Collections – January 2024

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

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of January 2024 for the Williamson County Tax Assessor/Collector.

### Background

## Fiscal Impact

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

## Attachments

010124-013124 GWI-RFM

010124-013124 GWI-RFM graph

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/16/2024 08:40 AM |
| Form Started By: Renee Clark | | Started On: 02/15/2024 08:52 AM |
| Final Approval Date: 02/16/2024 | | |

# YEAR TO DATE - COLLECTION REPORT
## Williamson County - GWI/RFM Property Taxes
## January 31, 2024

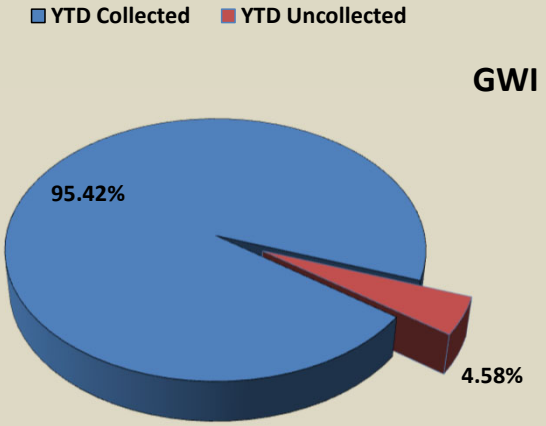
| Williamson County General Fund | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2023 | $403,525,495.47 | ($784,772.98) | $402,740,722.49 | $152,812,277.00 | $10.22 | ($7.49) | $18,446,444.36 | $384,294,278.13 | 95.42% | 95.42% | 95.54% |
| 2022 & Prior | $3,194,048.95 | ($948,254.49) | $2,245,794.46 | ($173,449.64) | $23,198.16 | $2,018.95 | $2,444,835.88 | ($199,041.42) | -8.86% | -2.85% | |
| Rollbacks | $181,596.33 | $477,260.95 | $658,857.28 | $339,586.72 | $0.00 | ($0.30) | $102,893.31 | $555,963.97 | 84.38% | 84.46% | |
| Total All | $406,901,140.75 | ($1,255,766.52) | $405,645,374.23 | $152,978,414.08 | $23,208.38 | $2,011.16 | $20,994,173.55 | $384,651,200.68 | 94.82% | 94.86% | |

| Williamson County RFM | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2023 | $54,524,654.28 | ($80,828.17) | $54,443,826.11 | $20,467,062.23 | $1.42 | ($1.19) | $2,436,631.66 | $52,007,194.45 | 95.52% | 95.52% | 95.63% |
| 2022 & Prior | $323,679.16 | ($93,728.29) | $229,950.87 | ($16,755.68) | $2,368.51 | $213.87 | $244,044.29 | ($14,093.42) | -6.13% | -0.16% | |
| Rollbacks | $18,172.81 | $47,475.51 | $65,648.32 | $33,880.56 | $0.00 | ($0.03) | $10,276.23 | $55,372.09 | 84.35% | 84.42% | |
| Total All | $54,866,506.25 | ($127,080.95) | $54,739,425.30 | $20,484,187.11 | $2,369.93 | $212.65 | $2,690,952.18 | $52,048,473.12 | 95.08% | 95.11% | |

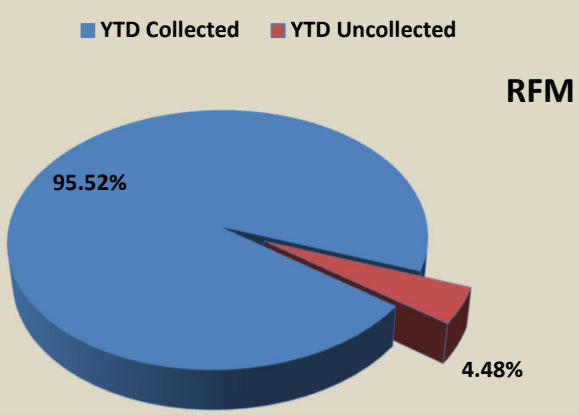
2023 COMBINED MONTHLY BREAKDOWN

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Oct-23 | $461,767,647.00 | $241,640.03 | $462,009,287.03 | $6,172,280.07 | $62,789.21 | $870.55 | $455,836,136.41 | $6,173,150.62 |
| Nov-23 | $462,009,287.03 | ($446,296.74) | $461,562,990.29 | $19,998,907.39 | $29,954.25 | $3,454.10 | $435,387,478.18 | $26,175,512.11 |
| Dec-23 | $461,562,990.29 | ($748,752.80) | $460,814,237.49 | $237,059,106.00 | $31,084.46 | $230.69 | $197,579,388.69 | $263,234,848.80 |
| Jan-24 | $460,814,237.49 | ($429,437.96) | $460,384,799.53 | $173,462,601.19 | $25,578.31 | $2,223.81 | $23,685,125.73 | $436,699,673.80 |

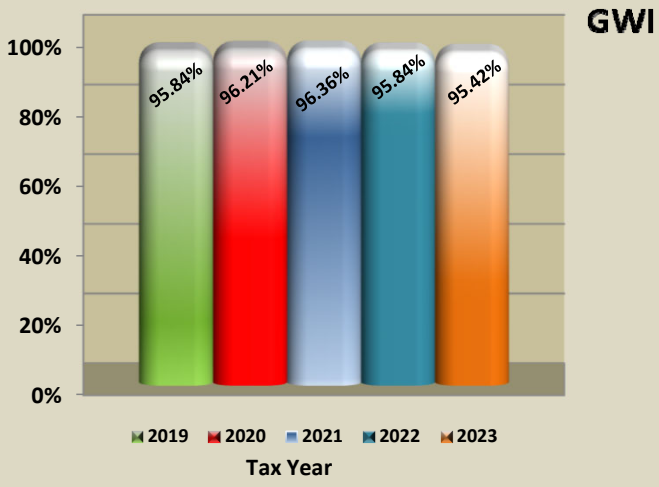
## Year to Date Collection Report
## Thru January 2024




## Year to Date Collection Report
## Thru January 2024




## Percent of Roll Collected Comparison
## 2019-2023




## Percent of Roll Collected Comparison
## 2019-2023

**Commissioners Court - Regular Session** **12.**

**Meeting Date:** 02/27/2024

Property Tax Refunds – Over 2500 – Thru 02/15/2024

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

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 thru 02/15/2024 for the Williamson County Tax Assessor/Collector.

### Background

## Fiscal Impact

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

## Attachments

020124-021524 Refunds Over 2500

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/16/2024 08:40 AM |
| Form Started By: Renee Clark | | Started On: 02/15/2024 08:57 AM |
| Final Approval Date: 02/16/2024 | | |

**MISSION STATEMENT**

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

Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: February 15, 2024

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

---

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

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

Thank you.

# Property Tax
# Account QuickReport
## As of February 15, 2024

| Type | Date | Num | Name | Memo | Amount |
|---|---|---|---|---|---|
| **Refunds Payable - Taxpayers** | | | | | |
| Check | 02/15/2024 | 102059 | PAUL LONG | P493603 - Overpayment | -20,446.63 |
| Check | 02/15/2024 | 102058 | CORELOGIC | R576468 - Overpayment | -3,355.85 |
| Total Refunds Payable - Taxpayers | | | | | -23,802.48 |
| **TOTAL** | | | | | **-23,802.48** |

**Commissioners Court - Regular Session** **13.**

**Meeting Date:** 02/27/2024

Investment Report 1st Qtr FY 2024

**Submitted For:** David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

**Department:** County Treasurer

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take action on approving the Investment Report for the Quarter ending December 31, 2023, which was approved by the investment committee on January 29, 2024.

### Background

## Fiscal Impact

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

## Attachments

Q1FY24 Inv Report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 09:25 AM |
| Form Started By: David Heselmeyer | | Started On: 02/22/2024 08:36 AM |
| Final Approval Date: 02/22/2024 | | |

# INVESTMENT REPORT

## Williamson County

October 1 to December 31, 2023

HilltopSecurities

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## Investment Management Team


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*Jodi.Jones@HilltopSecurities.com*

# Market Recap

The November bond market rally (the strongest since 1985) continued in December, driving the 12-month Treasury-bill yield to its lowest level since May. Whereas in November, the rally primarily resulted from an intangible shift in investor sentiment, December gains were fueled by encouraging progress on inflation and a growing sense that the Fed had not only completed its tightening campaign but would soon begin to cut rates.

There were plenty of economy releases to sift through in December, and although most of the data suggested growth was moderating in the final quarter of the year, the overriding theme was that inflation was retreating faster than expected. Fed officials had indicated all year that unemployment would have to rise, and GDP would have to weaken significantly in order to wrangle inflation down to their +2.0% target, but the idea that positive growth could coexist with lower prices became more of a reality as the year drew to a close.

The November CPI numbers were mostly on target. Falling prices at the gas pump contributed to a benign +0.1% rise in the overall number, while persistent housing costs pushed the core rate up +0.3% for the month. On a year-over basis, overall CPI retreated from +3.2% to +3.1%, while core CPI remained at +4.0%. But it was the second-tier inflation data that drew the attention of investors . . . and likely Fed officials. The November personal consumption expenditures (PCE) index fell -0.1% and core PCE rose just +0.1%, while the previous month's core reading was revised downward from +0.2% to +0.1%. On a year-over-year basis, the overall PCE price index was increasing at a +2.6% pace, and core PCE at a +3.2% rate. More importantly, over the last six months core PCE was up by just +1.9% on an annualized basis, indicating that the inflation measure preferred by Fed officials seemed to be on target through November. Adding to the positive inflation news was a downward revision to third quarter core PCE from +2.3% to +2.0%.

The FOMC meeting on December 21st turned out to be the most important news event of the month, (possibly the year). Fed officials, as expected, held the overnight target rate steady for the third straight meeting, while the updated dot plot (also no surprise) showed a lower funds rate at the end of next year. At the post-meeting press conference, Chairman Jay Powell began his prepared comments by declaring inflation was still too high and added that the committee was proceeding carefully, which should have signaled a continuation of the Fed's patient, wait-and-see approach. In the Q&A that followed, Powell even mentioned that it was premature to declare victory on inflation, which hinted it was too early to dismiss the idea of rate hikes. But what the markets actually heard, loud and clear, was Powell's admission that the FOMC had discussed the timing of rate cuts. Until this point, rate cuts had not been mentioned at all by policymakers. In fact, the September dot plot had actually indicated one more 25 basis point hike this year, followed by two cuts in 2024. The December dot plot showed (just) three rates cuts next year. If sentiment wasn't so firmly established, investors might have recognized that the rally had already moved beyond Fed forecasts and sold off, but the buying frenzy just accelerated further. By the end of the December, the futures market had priced-in more than six rate cuts for next year, starting at the March FOMC meeting.

Whether Fed officials "proceed carefully" with just three cuts beginning in the second half of the year or follow the market's more aggressive lead, remains to be seen. The next move by committee members will most certainly be a rate cut, the questions are now *when will the rate cuts begin?* and *how low will the Fed go?*

# Investment Officers' Certification

This report is prepared for the Williamson County (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period. "This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

**Investment Officers**

Scott Heselmeyer
*County Treasurer*

Julie Kiley
*County Auditor*

# Portfolio Overview

## Portfolio Summary

| | Prior 30 Sep-23 | Current 31 Dec-23 |
|---|---|---|
| Par Value | 1,125,318,252.55 | 1,248,580,194.50 |
| Original Cost | 1,121,847,505.89 | 1,246,325,809.08 |
| Book Value | 1,120,971,909.94 | 1,245,496,642.93 |
| Market Value | 1,110,084,031.91 | 1,239,807,792.86 |
| Accrued Interest | 4,084,678.02 | 3,947,422.61 |
| Book Value Plus Accrued | 1,125,056,587.96 | 1,249,444,065.54 |
| Market Value Plus Accrued | 1,114,168,709.93 | 1,243,755,215.47 |
| Net Unrealized Gain/(Loss) | (10,887,878.03) | (5,688,850.07) |

## Income Summary

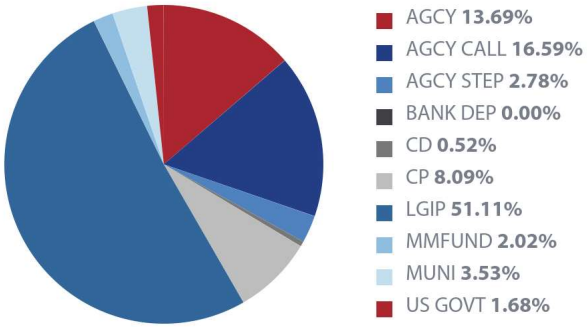
| Current Period | 1 Oct-23 to 31 Dec-23 |
|---|---|
| Interest Income | 9,960,061.46 |
| Net Amortization/Accretion | 2,036,272.48 |
| Realized Gain/(Loss) | 0.00 |
| Net Income | 11,996,333.94 |

| Fiscal Year-to-Date | 1 Oct-23 to 31 Dec-23 |
|---|---|
| Net Income | 11,996,333.94 |

## Portfolio Characteristics

| | Prior 30 Sep-23 | Current 31 Dec-23 |
|---|---|---|
| Yield to Maturity | 4.342% | 4.722% |
| Yield to Worst | 4.325% | 4.707% |
| Days to Final Maturity | 212 | 159 |
| Days to Effective Maturity | 212 | 144 |
| Duration | 0.89 | 0.81 |

## Asset Allocation

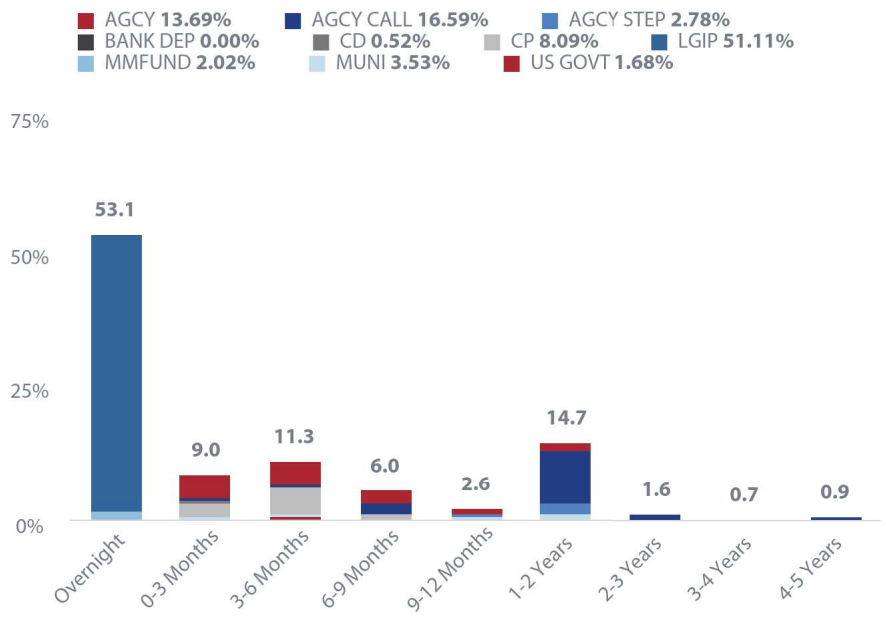



## Transaction Summary

| Transaction Type | Quantity | Principal | Interest | Total Amount | Realized Gain/Loss |
|---|---|---|---|---|---|
| Buy | 34,709,296.03 | (33,935,814.59) | (79,466.14) | (34,015,280.73) | 0.00 |
| Maturity | (163,080,000.00) | 163,080,000.00 | 0.00 | 163,080,000.00 | 0.00 |
| Coupon | 0.00 | 0.00 | 4,425,703.04 | 4,425,703.04 | 0.00 |

# Portfolio Overview

## Maturity Distribution by Security Type




## Top Ten Holdings

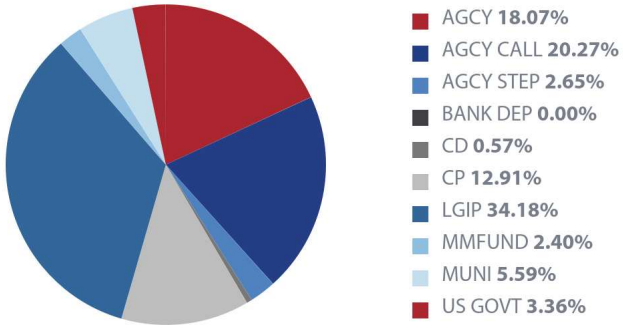
| Issuer | Allocation |
|---|---|
| Federal Home Loan Banks | 17.47% |
| LOGIC | 15.45% |
| TEXPOOL | 13.03% |
| TEX PRIME | 11.39% |
| TXCLASS | 10.82% |
| Federal Home Loan Mortgage Corporation | 6.85% |
| Federal Farm Credit Banks Funding Corporation | 6.57% |
| Toyota Motor Credit Corporation | 4.10% |
| Royal Bank of Canada | 2.37% |
| Allspring Funds Trust - Allspring Government Money Market Fund | 2.02% |

## Maturity Distribution by Security Type

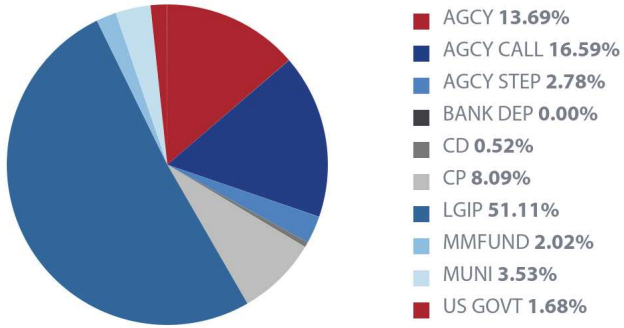
| Security Type | Overnight | 0-3 Months | 3-6 Months | 6-9 Months | 9-12 Months | 1-2 Years | 2-3 Years | 3-4 Years | 4-5 Years | Portfolio Total |
|---|---|---|---|---|---|---|---|---|---|---|
| AGCY | -- | 57,901,914.73 | 52,468,672.72 | 29,983,516.93 | 15,190,883.78 | 15,002,177.03 | -- | -- | -- | **170,547,165.18** |
| AGCY CALL | -- | 5,000,000.00 | 10,000,000.00 | 28,233,648.35 | -- | 128,392,559.48 | 14,935,932.52 | 9,146,138.20 | 10,949,370.96 | **206,657,649.51** |
| AGCY STEP | -- | -- | -- | -- | 4,906,204.96 | 24,745,829.38 | 5,000,000.00 | -- | -- | **34,652,034.34** |
| BANK DEP | 21,638.00 | -- | -- | -- | -- | -- | -- | -- | -- | **21,638.00** |
| CD | -- | 6,443,989.58 | -- | -- | -- | -- | -- | -- | -- | **6,443,989.58** |
| CP | -- | 29,775,547.22 | 61,277,262.22 | 9,699,777.78 | -- | -- | -- | -- | -- | **100,752,587.22** |
| LGIP | 636,538,502.16 | -- | -- | -- | -- | -- | -- | -- | -- | **636,538,502.16** |
| MMFUND | 25,101,064.76 | -- | -- | -- | -- | -- | -- | -- | -- | **25,101,064.76** |
| MUNI | -- | 6,903,007.45 | 2,305,490.17 | 7,232,900.08 | 11,923,711.97 | *15,546,340.51* | -- | -- | -- | **43,911,450.19** |
| US GOVT | -- | 5,991,192.83 | 14,879,369.17 | -- | -- | -- | -- | -- | -- | **20,870,561.99** |
| **Total** | **661,661,204.92** | **112,015,651.80** | **140,930,794.27** | **75,149,843.15** | **32,020,800.71** | **183,686,906.40** | **19,935,932.52** | **9,146,138.20** | **10,949,370.96** | **1,245,496,642.93** |

# Asset Allocation

Asset Allocation by Security Type as of 30-Sep-2023




Asset Allocation by Security Type as of 31-Dec-2023




## Book Value Basis Security Distribution

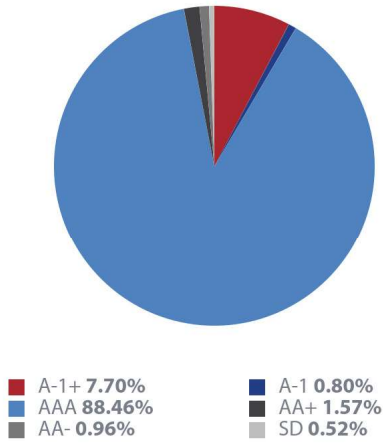
| Security Type | Prior Balance 30-Sep-23 | Prior Allocation 30-Sep-23 | Change in Allocation | Current Balance 31-Dec-23 | Current Allocation 31-Dec-23 | Yield to Maturity |
|---|---|---|---|---|---|---|
| AGCY | 202,574,553.78 | 18.07% | (4.38%) | 170,547,165.18 | 13.69% | 3.642% |
| AGCY CALL | 227,219,403.18 | 20.27% | (3.68%) | 206,657,649.51 | 16.59% | 3.831% |
| AGCY STEP | 29,696,925.16 | 2.65% | 0.13% | 34,652,034.34 | 2.78% | 3.211% |
| BANK DEP | 10,832.00 | 0.00% | 0.00% | 21,638.00 | 0.00% | 0.000% |
| CD | 6,374,693.55 | 0.57% | (0.05%) | 6,443,989.58 | 0.52% | 4.338% |
| CP | 144,720,269.72 | 12.91% | (4.82%) | 100,752,587.22 | 8.09% | 5.770% |
| LGIP | 383,142,059.46 | 34.18% | 16.93% | 636,538,502.16 | 51.11% | 5.514% |
| MMFUND | 26,875,667.54 | 2.40% | (0.38%) | 25,101,064.76 | 2.02% | 5.222% |
| MUNI | 62,647,644.80 | 5.59% | (2.06%) | 43,911,450.19 | 3.53% | 0.590% |
| US GOVT | 37,709,860.76 | 3.36% | (1.69%) | 20,870,561.99 | 1.68% | 3.907% |
| **Portfolio Total** | **1,120,971,909.94** | **100.00%** | | **1,245,496,642.93** | **100.00%** | **4.722%** |

# Credit Rating Summary

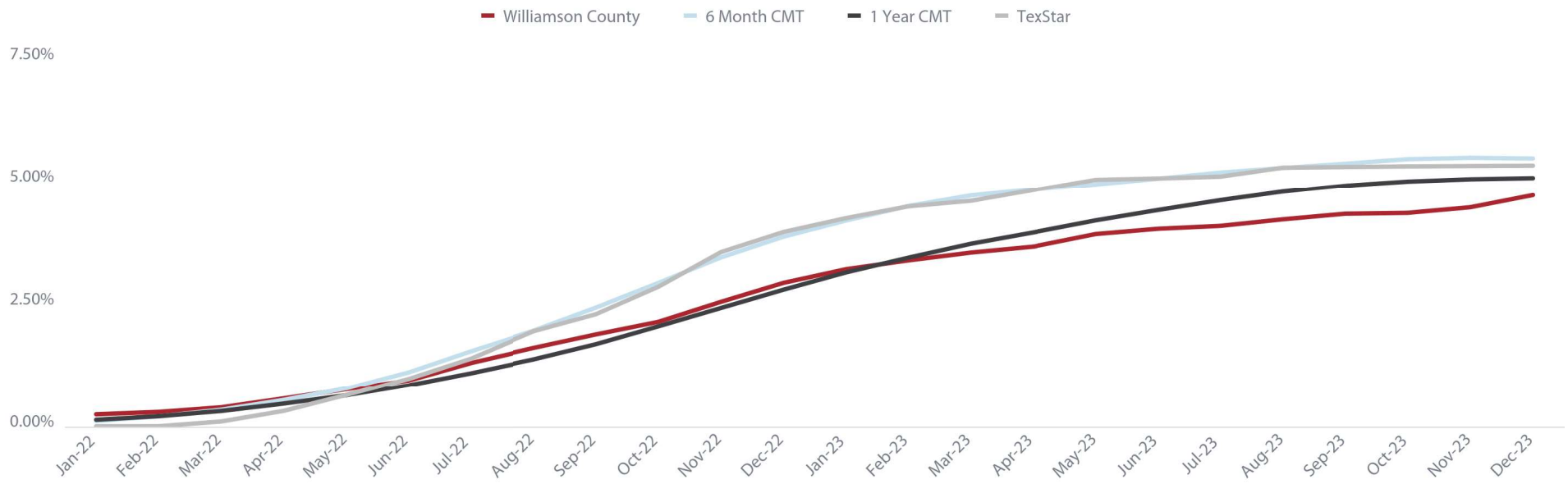
## Rating Distribution

| | Book Value | Portfolio Allocation |
|---|---|---|
| **Secured Deposits (Insured or Collateralized)** | | |
| Certificates of Deposit | 6,443,989.58 | 0.52% |
| Demand Deposits | 21,638.00 | 0.00% |
| **Total Secured Deposits** | **6,465,627.58** | **0.52%** |
| **Local Government Investment Pools & Money Market Funds** | | |
| AAA | 661,639,566.92 | 53.12% |
| **Total Local Government Investment Pools & Money Market Funds** | **661,639,566.92** | **53.12%** |
| **Short Term Rating Distribution** | | |
| A-1+ | 95,842,431.95 | 7.70% |
| A-1 | 9,910,166.67 | 0.80% |
| **Total Short Term Rating Distribution** | **105,752,598.62** | **8.49%** |
| **Long Term Rating Distribution** | | |
| AAA | 440,147,330.96 | 35.34% |
| AA+ | 19,567,806.88 | 1.57% |
| AA- | 11,923,711.97 | 0.96% |
| **Total Long Term Rating Distribution** | **471,638,849.82** | **37.87%** |
| **Portfolio Total** | **1,245,496,642.93** | **100.00%** |

## Allocation by Rating



# Benchmark Comparison




## Yield Overview

| | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 | Jul-22 | Aug-22 | Sep-22 | Oct-22 | Nov-22 | Dec-22 | Jan-23 | Feb-23 | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 | Dec-23 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Williamson County** | **0.25** | **0.30** | **0.39** | **0.58** | **0.76** | **0.95** | **1.31** | **1.61** | **1.88** | **2.14** | **2.55** | **2.93** | **3.21** | **3.39** | **3.55** | **3.67** | **3.93** | **4.03** | **4.09** | **4.23** | **4.34** | **4.36** | **4.47** | **4.72** |
| 6 Month CMT | 0.12 | 0.21 | 0.34 | 0.54 | 0.78 | 1.12 | 1.55 | 1.96 | 2.43 | 2.93 | 3.45 | 3.87 | 4.20 | 4.50 | 4.72 | 4.84 | 4.95 | 5.07 | 5.20 | 5.29 | 5.38 | 5.47 | 5.50 | 5.48 |
| 1 Year CMT | 0.14 | 0.21 | 0.32 | 0.47 | 0.64 | 0.85 | 1.10 | 1.37 | 1.68 | 2.05 | 2.42 | 2.79 | 3.15 | 3.45 | 3.73 | 3.96 | 4.21 | 4.42 | 4.62 | 4.80 | 4.93 | 5.01 | 5.06 | 5.08 |
| TexStar | 0.01 | 0.01 | 0.11 | 0.32 | 0.65 | 0.98 | 1.40 | 1.95 | 2.29 | 2.85 | 3.56 | 3.97 | 4.25 | 4.49 | 4.61 | 4.83 | 5.05 | 5.08 | 5.11 | 5.30 | 5.31 | 5.32 | 5.33 | 5.34 |

# Fund Overview

| Fund Name | Prior Book Value | Prior Market Value | Changes to Market Value | Current Book Value | Current Market Value | Net Income | Days to Final Mty | YTM | YTW |
|---|---|---|---|---|---|---|---|---|---|
| 2013 Park Bond | 3,976,483.01 | 3,976,483.01 | 55,863.07 | 4,032,346.08 | 4,032,346.08 | 55,863.07 | 1 | 5.541% | 5.541% |
| 2013 Road Bond | 7,196,634.65 | 7,196,634.65 | (921,743.99) | 6,274,890.66 | 6,274,890.66 | 92,498.49 | 1 | 5.541% | 5.541% |
| 2015 CO Bonds | 1,631,542.34 | 1,631,542.34 | 22,920.45 | 1,654,462.79 | 1,654,462.79 | 22,920.45 | 1 | 5.541% | 5.541% |
| 2019 Park Bond | 27,412,888.38 | 26,448,445.19 | 415,559.70 | 27,491,622.85 | 26,864,004.89 | 122,411.98 | 214 | 1.781% | 1.781% |
| 2019 Road Bond | 204,390,601.42 | 199,628,514.36 | (27,110,823.28) | 175,413,769.58 | 172,517,691.08 | 1,437,996.56 | 317 | 3.094% | 3.056% |
| 2021 TAN | 151,222,156.06 | 150,191,463.65 | 658,860.85 | 151,189,367.95 | 150,850,324.50 | 1,678,294.12 | 159 | 4.730% | 4.665% |
| 2023 TAN | 139,369,776.15 | 138,850,309.51 | (14,965,719.16) | 123,849,785.84 | 123,884,590.35 | 1,757,197.44 | 281 | 5.236% | 5.236% |
| ARP Fund | 104,850,660.36 | 104,850,660.36 | (2,163,906.33) | 102,686,754.03 | 102,686,754.03 | 1,406,750.79 | 1 | 5.369% | 5.369% |
| Conservation Fund | 13,586,374.73 | 13,546,081.89 | 7,316,016.30 | 20,875,834.26 | 20,862,098.19 | 264,972.02 | 59 | 5.358% | 5.358% |
| County Benefits Program | 19,528,945.87 | 19,528,945.87 | 770,200.72 | 20,277,486.55 | 20,299,146.59 | 281,874.01 | 70 | 5.570% | 5.574% |
| Cty Clerk Rcrd Mgmt&Prsrvation | 7,267,096.44 | 7,224,420.86 | 90,501.63 | 7,333,007.91 | 7,314,922.49 | 75,143.38 | 34 | 4.615% | 4.615% |
| Cty Clerk Records Archive | 4,204,767.95 | 4,204,767.95 | 57,136.28 | 4,261,904.23 | 4,261,904.23 | 57,136.28 | 1 | 5.369% | 5.369% |
| Debt Service Fund | 10,419,869.04 | 10,419,869.04 | 29,418,908.23 | 39,838,777.27 | 39,838,777.27 | 233,261.48 | 1 | 5.595% | 5.595% |
| Future Environmental Liability | 4,922,402.37 | 4,876,553.91 | 72,338.33 | 4,972,058.62 | 4,948,892.24 | 46,859.12 | 64 | 3.774% | 3.774% |
| General Fund-Core Investmnts | 77,301,319.10 | 74,447,213.55 | 276,069.07 | 76,350,790.22 | 74,723,282.62 | 451,060.80 | 753 | 2.767% | 2.731% |
| General Fund-Liquid Investmnts | 182,353,792.26 | 182,303,886.51 | 129,859,291.08 | 312,144,716.48 | 312,163,177.60 | 2,012,850.56 | 17 | 5.545% | 5.545% |
| Health District | 6,880,889.72 | 6,878,690.00 | (1,930,664.00) | 4,947,748.38 | 4,948,026.00 | 85,608.66 | 81 | 5.546% | 5.546% |
| LPPF | 5,850,078.85 | 5,850,078.85 | (3,378,910.36) | 2,471,168.49 | 2,471,168.49 | 59,982.59 | 1 | 5.595% | 5.595% |
| Passthrough Toll Reimb | 50,055,994.48 | 49,592,805.20 | 624,422.81 | 50,403,165.05 | 50,217,228.00 | 473,879.90 | 155 | 4.187% | 4.187% |
| Pooled Funds | 39,435,454.99 | 39,435,454.99 | 7,996,060.82 | 47,431,515.81 | 47,431,515.81 | 573,973.77 | 1 | 5.444% | 5.444% |
| Road Districts | 2,041,473.21 | 2,041,473.21 | 612,412.21 | 2,653,885.42 | 2,653,885.42 | 30,634.36 | 1 | 5.519% | 5.519% |
| Road and Bridge General | 47,158,859.74 | 47,078,650.42 | 1,769,035.72 | 48,866,156.61 | 48,847,686.14 | 651,967.00 | 60 | 5.441% | 5.441% |
| Tobacco Funds | 9,913,848.81 | 9,881,086.59 | 179,930.80 | 10,075,427.87 | 10,061,017.39 | 123,197.11 | 34 | 5.204% | 5.204% |
| **Total** | **1,120,971,909.94** | **1,110,084,031.91** | **129,723,760.95** | **1,245,496,642.93** | **1,239,807,792.86** | **11,996,333.94** | **159** | **4.722%** | **4.707%** |

# Detail of Security Holdings

| CUSIP | Settle Date | Security Type | Security Description | CPN | Maturity Date | Next Call Date | Call Type | Par Value | Purch Price | Original Cost | Book Value | Mkt Price | Market Value | Days to Mty | Days to Call | YTM | YTW | Rating |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2013 Park Bond** | | | | | | | | | | | | | | | | | | |
| LOGIC | | LGIP | LOGIC | | 12/31/23 | | | 4,032,346.08 | 100.000 | 4,032,346.08 | 4,032,346.08 | 100.000 | 4,032,346.08 | 1 | | 5.541 | 5.541 | AAA |
| **Total 2013 Park Bond** | | | | | | | | **4,032,346.08** | | **4,032,346.08** | **4,032,346.08** | | **4,032,346.08** | **1** | | **5.541** | **5.541** | |
| **2013 Road Bond** | | | | | | | | | | | | | | | | | | |
| LOGIC | | LGIP | LOGIC | | 12/31/23 | | | 6,274,890.66 | 100.000 | 6,274,890.66 | 6,274,890.66 | 100.000 | 6,274,890.66 | 1 | | 5.541 | 5.541 | AAA |
| **Total 2013 Road Bond** | | | | | | | | **6,274,890.66** | | **6,274,890.66** | **6,274,890.66** | | **6,274,890.66** | **1** | | **5.541** | **5.541** | |
| **2015 CO Bonds** | | | | | | | | | | | | | | | | | | |
| LOGIC | | LGIP | LOGIC | | 12/31/23 | | | 1,654,462.79 | 100.000 | 1,654,462.79 | 1,654,462.79 | 100.000 | 1,654,462.79 | 1 | | 5.541 | 5.541 | AAA |
| **Total 2015 CO Bonds** | | | | | | | | **1,654,462.79** | | **1,654,462.79** | **1,654,462.79** | | **1,654,462.79** | **1** | | **5.541** | **5.541** | |
| **2019 Park Bond** | | | | | | | | | | | | | | | | | | |
| LOGIC | | LGIP | LOGIC | | 12/31/23 | | | 118,653.03 | 100.000 | 118,653.03 | 118,653.03 | 100.000 | 118,653.03 | 1 | | 5.541 | 5.541 | AAA |
| TXCLASS | | LGIP | Texas CLASS | | 12/31/23 | | | 6,465,916.86 | 100.000 | 6,465,916.86 | 6,465,916.86 | 100.000 | 6,465,916.86 | 1 | | 5.574 | 5.574 | AAA |
| 3133ELNE0 | 03/06/20 | AGCY | FFCB | 1.430 | 02/14/24 | | | 5,000,000.00 | 102.631 | 5,131,550.00 | 5,004,045.52 | 99.525 | 4,976,260.00 | 45 | | 0.751 | 0.751 | AAA |
| 283822TH7 | 03/26/21 | MUNI | EL PASO TEX WTR & SWR REV | 0.690 | 03/01/24 | | | 5,900,000.00 | 100.902 | 5,953,218.00 | 5,903,007.45 | 99.255 | 5,856,045.00 | 61 | | 0.380 | 0.380 | AA+ |
| 3130ANP61 | 08/26/21 | AGCY CALL | FHLB | 0.680 | 02/26/25 | 02/26/24 | Quarterly | 5,000,000.00 | 100.000 | 5,000,000.00 | 5,000,000.00 | 95.442 | 4,772,105.00 | 423 | 57 | 0.680 | 0.680 | AAA |
| 3134GWUG9 | 09/24/20 | AGCY CALL | FHLMC | 0.570 | 09/24/25 | 03/24/24 | Quarterly | 5,000,000.00 | 100.000 | 5,000,000.00 | 5,000,000.00 | 93.500 | 4,675,025.00 | 633 | 84 | 0.570 | 0.570 | AAA |
| **Total 2019 Park Bond** | | | | | | | | **27,484,569.89** | | **27,669,337.89** | **27,491,622.85** | | **26,864,004.89** | **214** | **70** | **1.781** | **1.781** | |
| **2019 Road Bond** | | | | | | | | | | | | | | | | | | |
| LOGIC | | LGIP | LOGIC | | 12/31/23 | | | 2,396,848.13 | 100.000 | 2,396,848.13 | 2,396,848.13 | 100.000 | 2,396,848.13 | 1 | | 5.541 | 5.541 | AAA |
| TEXPOOL | | LGIP | TexPool | | 12/31/23 | | | 1,165,650.69 | 100.000 | 1,165,650.69 | 1,165,650.69 | 100.000 | 1,165,650.69 | 1 | | 5.369 | 5.369 | AAA |
| TXCLASS | | LGIP | Texas CLASS | | 12/31/23 | | | 13,966,875.77 | 100.000 | 13,966,875.77 | 13,966,875.77 | 100.000 | 13,966,875.77 | 1 | | 5.574 | 5.574 | AAA |
| TXCLGOV | | LGIP | Texas CLASS Govt | | 12/31/23 | | | 1,291,022.96 | 100.000 | 1,291,022.96 | 1,291,022.96 | 100.000 | 1,291,022.96 | 1 | | 5.235 | 5.235 | AAA |
| 742651DT6 | 03/09/20 | AGCY | PRIVATE EXPORT FUNDING CORP | 3.550 | 01/15/24 | | | 10,000,000.00 | 110.405 | 11,040,500.00 | 10,010,420.81 | 99.953 | 9,995,270.00 | 15 | | 0.800 | 0.800 | AAA |
| CD-1423 | | CD | Round Top State Bank | 5.000 | 01/31/24 | | | 5,401,145.34 | 100.000 | 5,401,145.34 | 5,401,145.34 | 100.000 | 5,401,145.34 | 31 | | 5.000 | 5.000 | SD |

# Detail of Security Holdings

| CUSIP | Settle Date | Security Type | Security Description | CPN | Maturity Date | Next Call Date | Call Type | Par Value | Purch Price | Original Cost | Book Value | Mkt Price | Market Value | Days to Mty | Days to Call | YTM | YTW | Rating |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CD-4704-1 | | CD | R Bank | 0.910 | 02/27/24 | | | 1,042,844.24 | 100.000 | 1,042,844.24 | 1,042,844.24 | 100.000 | 1,042,844.24 | 58 | | 0.910 | 0.910 | SD |
| 3130A0XE5 | 08/04/22 | AGCY | FHLB | 3.250 | 03/08/24 | | | 10,000,000.00 | 100.091 | 10,009,100.00 | 10,001,091.94 | 99.588 | 9,958,760.00 | 68 | | 3.190 | 3.190 | AAA |
| 89233GEX0 | 09/08/23 | CP | Toyota Motor Credit Corp | 0.000 | 05/31/24 | | | 10,000,000.00 | 95.855 | 9,585,483.33 | 9,764,691.66 | 97.719 | 9,771,900.00 | 152 | | 5.853 | 5.853 | A-1+ |
| 3130AWSB7 | 08/14/23 | AGCY | FHLB | 5.470 | 06/10/24 | | | 5,000,000.00 | 100.000 | 5,000,021.30 | 5,000,011.39 | 100.037 | 5,001,845.00 | 162 | | 5.459 | 5.459 | A-1+ |
| 3133ENA91 | 07/22/22 | AGCY | FFCB | 3.150 | 07/15/24 | | | 10,000,000.00 | 99.953 | 9,995,253.83 | 9,998,694.73 | 98.929 | 9,892,870.00 | 197 | | 3.175 | 3.175 | AAA |
| 882724SM0 | 07/02/20 | MUNI | TEXAS ST | 3.000 | 08/01/24 | | | 4,395,000.00 | 109.659 | 4,819,513.05 | 4,456,411.63 | 99.985 | 4,394,340.75 | 214 | | 0.600 | 0.600 | AAA |
| 052414RQ4 | 10/26/20 | MUNI | AUSTIN TEX ELEC UTIL SYS REV | 2.574 | 11/15/24 | | | 11,720,000.00 | 108.017 | 12,659,592.40 | 11,923,711.97 | 97.881 | 11,471,653.20 | 320 | | 0.570 | 0.570 | AA- |
| 3130A3GE8 | 03/06/20 | AGCY | FHLB | 2.750 | 12/13/24 | | | 10,000,000.00 | 109.102 | 10,910,200.00 | 10,183,709.65 | 98.073 | 9,807,330.00 | 348 | | 0.801 | 0.801 | AAA |
| 882669BT0 | 12/23/20 | MUNI | TEXAS PUBLIC FINANCE AUTHORITY | 0.663 | 02/01/25 | | | 4,000,000.00 | 100.000 | 4,000,000.00 | 4,000,000.00 | 95.529 | 3,821,160.00 | 398 | | 0.663 | 0.663 | AA+ |
| 3130ANP61 | 08/26/21 | AGCY CALL | FHLB | 0.680 | 02/26/25 | 02/26/24 | Quarterly | 5,000,000.00 | 100.000 | 5,000,000.00 | 5,000,000.00 | 95.442 | 4,772,105.00 | 423 | 57 | 0.680 | 0.680 | AAA |
| 3130AQX57 | 02/28/22 | AGCY STEP | FHLB | 2.250 | 02/28/25 | | Expired | 10,000,000.00 | 100.000 | 10,000,000.00 | 10,000,000.00 | 97.246 | 9,724,640.00 | 425 | | 1.910 | 1.250 | AAA |
| 3130ARP96 | 04/28/22 | AGCY CALL | FHLB | 3.000 | 04/28/25 | 04/28/24 | Quarterly | 10,000,000.00 | 100.000 | 10,000,000.00 | 10,000,000.00 | 97.807 | 9,780,660.00 | 484 | 119 | 3.000 | 3.000 | AAA |
| 3134GXP73 | 08/30/22 | AGCY CALL | FHLMC | 4.000 | 05/28/25 | 02/28/24 | Quarterly | 10,000,000.00 | 100.000 | 10,000,000.00 | 10,000,000.00 | 98.814 | 9,881,350.00 | 514 | 59 | 4.002 | 4.002 | AAA |
| 3130AS6N4 | 08/08/22 | AGCY CALL | FHLB | 3.250 | 06/06/25 | 03/06/24 | Quarterly | 10,000,000.00 | 99.200 | 9,920,000.00 | 9,958,761.46 | 97.979 | 9,797,870.00 | 523 | 66 | 3.549 | 3.549 | AAA |
| 3134GXS47 | 08/14/23 | AGCY CALL | FHLMC | 4.200 | 08/28/25 | 02/28/24 | Quarterly | 10,000,000.00 | 98.192 | 9,819,200.00 | 9,851,877.20 | 98.808 | 9,880,810.00 | 606 | 59 | 5.144 | 5.144 | AAA |
| 3134GWUG9 | 09/24/20 | AGCY CALL | FHLMC | 0.570 | 09/24/25 | 03/24/24 | Quarterly | 10,000,000.00 | 100.000 | 10,000,000.00 | 10,000,000.00 | 93.500 | 9,350,050.00 | 633 | 84 | 0.570 | 0.570 | AAA |
| 3134GX3L6 | 10/17/22 | AGCY CALL | FHLMC | 5.000 | 10/17/25 | 04/17/24 | Quarterly | 10,000,000.00 | 100.000 | 10,000,000.00 | 10,000,000.00 | 99.507 | 9,950,690.00 | 656 | 108 | 5.000 | 5.000 | AAA |
| **Total 2019 Road Bond** | | | | | | | | **175,379,387.13** | | **178,023,251.04** | **175,413,769.58** | | **172,517,691.08** | **317** | **81** | **3.094** | **3.056** | |
| **2021 TAN** | | | | | | | | | | | | | | | | | | |
| TXCLASS | | LGIP | Texas CLASS | | 12/31/23 | | | 42,660,236.60 | 100.000 | 42,660,236.60 | 42,660,236.60 | 100.000 | 42,660,236.60 | 1 | | 5.574 | 5.574 | AAA |
| 3130AV2E1 | 02/28/23 | AGCY | FHLB | 5.000 | 02/21/24 | | | 10,000,000.00 | 99.775 | 9,977,529.00 | 9,996,801.83 | 99.920 | 9,991,950.00 | 52 | | 5.237 | 5.237 | AAA |
| 3130AT3H8 | 09/07/22 | AGCY | FHLB | 3.375 | 03/08/24 | | | 10,000,000.00 | 99.598 | 9,959,800.00 | 9,995,015.01 | 99.610 | 9,960,990.00 | 68 | | 3.651 | 3.651 | AAA |
| 912828WJ5 | 05/31/23 | US GOVT | U.S. Treasury Note | 2.500 | 05/15/24 | | | 10,000,000.00 | 97.414 | 9,741,406.25 | 9,898,586.12 | 98.984 | 9,898,437.50 | 136 | | 5.307 | 5.307 | AAA |
| 3133ENWL0 | 05/16/22 | AGCY CALL | FFCB | 2.920 | 05/16/24 | 01/27/24 | Continuous | 10,000,000.00 | 100.000 | 10,000,000.00 | 10,000,000.00 | 99.124 | 9,912,400.00 | 137 | 27 | 2.920 | 2.920 | AAA |
| 3130ASHK8 | 09/07/22 | AGCY | FHLB | 3.125 | 06/14/24 | | | 10,000,000.00 | 99.158 | 9,915,800.00 | 9,978,132.40 | 99.061 | 9,906,080.00 | 166 | | 3.619 | 3.619 | AAA |
| 3130ATVC8 | 02/28/23 | AGCY | FHLB | 4.875 | 06/14/24 | | | 10,000,000.00 | 99.500 | 9,950,041.80 | 9,982,783.73 | 99.828 | 9,982,810.00 | 166 | | 5.267 | 5.267 | AAA |
| 89233GGC4 | 10/17/23 | CP | Toyota Motor Credit Corp | 0.000 | 07/12/24 | | | 10,000,000.00 | 95.816 | 9,581,555.56 | 9,699,777.78 | 97.134 | 9,713,430.00 | 194 | | 5.803 | 5.803 | A-1+ |
| 3130AT6G7 | 09/07/22 | AGCY | FHLB | 3.500 | 09/13/24 | | | 10,000,000.00 | 99.769 | 9,976,900.00 | 9,991,886.37 | 98.966 | 9,896,630.00 | 257 | | 3.619 | 3.619 | AAA |

# Detail of Security Holdings

| CUSIP | Settle Date | Security Type | Security Description | CPN | Maturity Date | Next Call Date | Call Type | Par Value | Purch Price | Original Cost | Book Value | Mkt Price | Market Value | Days to Mty | Days to Call | YTM | YTW | Rating |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3133XVDG3 | 09/27/22 | AGCY | FHLB | 4.375 | 09/13/24 | | | 10,000,000.00 | 99.805 | 9,980,480.00 | 9,992,935.84 | 99.557 | 9,955,730.00 | 257 | | 4.479 | 4.479 | AAA |
| 3130ARL25 | 04/25/22 | AGCY STEP | FHLB | 3.500 | 04/25/25 | 04/25/24 | Quarterly | 10,000,000.00 | 100.000 | 10,000,000.00 | 10,000,000.00 | 99.086 | 9,908,560.00 | 481 | 116 | 3.477 | 2.500 | AAA |
| 3135G05C3 | 08/02/23 | AGCY CALL | FNMA | 0.750 | 06/30/25 | 03/30/24 | Quarterly | 7,600,000.00 | 92.125 | 7,001,500.00 | 7,127,130.35 | 94.483 | 7,180,738.40 | 547 | 90 | 5.128 | 5.128 | AAA |
| 3133EL2S2 | 08/02/23 | AGCY CALL | FFCB | 0.670 | 08/04/25 | 01/27/24 | Continuous | 2,000,000.00 | 91.648 | 1,832,960.00 | 1,866,081.90 | 94.117 | 1,882,332.00 | 582 | 27 | 5.104 | 5.104 | AAA |
| **Total 2021 TAN** | | | | | | | | **152,260,236.60** | | **150,578,209.21** | **151,189,367.95** | | **150,850,324.50** | **159** | **73** | **4.730** | **4.665** | |
| **2023 TAN** | | | | | | | | | | | | | | | | | | |
| TXCLASS | | LGIP | Texas CLASS | | 12/31/23 | | | 21,464,481.85 | 100.000 | 21,464,481.85 | 21,464,481.85 | 100.000 | 21,464,481.85 | 1 | | 5.574 | 5.574 | AAA |
| 89233GAN6 | 06/27/23 | CP | Toyota Motor Credit Corp | 0.000 | 01/22/24 | | | 10,000,000.00 | 96.790 | 9,678,952.78 | 9,967,741.67 | 99.639 | 9,963,860.00 | 22 | | 5.700 | 5.700 | A-1+ |
| 46640PC19 | 06/07/23 | CP | J.P. Morgan Securities LLC | 0.000 | 03/01/24 | | | 10,000,000.00 | 95.987 | 9,598,744.44 | 9,910,166.67 | 99.028 | 9,902,790.00 | 61 | | 5.577 | 5.577 | A-1 |
| 78009AC85 | 06/13/23 | CP | Royal Bank of Canada | 0.000 | 03/08/24 | | | 10,000,000.00 | 95.890 | 9,589,027.78 | 9,897,638.89 | 98.958 | 9,895,820.00 | 68 | | 5.696 | 5.696 | A-1+ |
| 3133EPGX7 | 05/16/23 | AGCY | FFCB | 4.875 | 04/25/24 | | | 15,000,000.00 | 100.126 | 15,018,930.15 | 15,006,529.79 | 99.831 | 14,974,680.00 | 116 | | 4.733 | 4.733 | AAA |
| 3130AQV26 | 05/16/23 | AGCY CALL | FHLB | 1.610 | 09/04/24 | 02/04/24 | Monthly | 10,000,000.00 | 96.090 | 9,609,025.20 | 9,795,114.11 | 97.708 | 9,770,840.00 | 248 | 35 | 4.745 | 4.745 | AAA |
| 3130ALUA0 | 08/31/23 | AGCY STEP | FHLB | 1.000 | 04/07/25 | 04/07/24 | Quarterly | 5,000,000.00 | 93.616 | 4,680,807.00 | 4,745,829.38 | 95.470 | 4,773,510.00 | 463 | 98 | 5.210 | 5.210 | AAA |
| 3134GYSK9 | 05/18/23 | AGCY CALL | FHLMC | 5.000 | 05/16/25 | 02/16/24 | Monthly | 15,000,000.00 | 99.780 | 14,967,000.00 | 14,976,901.66 | 99.627 | 14,944,080.00 | 502 | 47 | 5.118 | 5.118 | AAA |
| 3130ASG29 | 06/12/23 | AGCY CALL | FHLB | 3.600 | 06/30/25 | 03/30/24 | Quarterly | 10,000,000.00 | 97.447 | 9,744,700.00 | 9,811,534.99 | 98.297 | 9,829,720.00 | 547 | 90 | 4.924 | 4.924 | AAA |
| 3130ASY78 | 08/03/23 | AGCY CALL | FHLB | 3.890 | 08/28/25 | 02/28/24 | Quarterly | 8,500,000.00 | 97.640 | 8,299,400.00 | 8,337,914.31 | 98.488 | 8,371,488.50 | 606 | 59 | 5.105 | 5.105 | AAA |
| 3133EPNF8 | 09/11/23 | AGCY CALL | FFCB | 4.820 | 06/23/26 | 06/23/25 | Continuous | 10,000,000.00 | 99.278 | 9,927,754.50 | 9,935,932.52 | 99.933 | 9,993,320.00 | 905 | 540 | 5.099 | 5.099 | AAA |
| **Total 2023 TAN** | | | | | | | | **124,964,481.85** | | **122,578,823.70** | **123,849,785.84** | | **123,884,590.35** | **281** | **143** | **5.236** | **5.236** | |
| **ARP Fund** | | | | | | | | | | | | | | | | | | |
| TEXPOOL | | LGIP | TexPool | | 12/31/23 | | | 102,686,754.03 | 100.000 | 102,686,754.03 | 102,686,754.03 | 100.000 | 102,686,754.03 | 1 | | 5.369 | 5.369 | AAA |
| **Total ARP Fund** | | | | | | | | **102,686,754.03** | | **102,686,754.03** | **102,686,754.03** | | **102,686,754.03** | **1** | | **5.369** | **5.369** | |
| **Conservation Fund** | | | | | | | | | | | | | | | | | | |
| TEXPRIME | | LGIP | TexPool Prime | | 12/31/23 | | | 14,936,003.19 | 100.000 | 14,936,003.19 | 14,936,003.19 | 100.000 | 14,936,003.19 | 1 | | 5.595 | 5.595 | AAA |
| 3130ATVC8 | 11/29/22 | AGCY | FHLB | 4.875 | 06/14/24 | | | 3,000,000.00 | 100.134 | 3,004,026.00 | 3,001,296.83 | 99.828 | 2,994,843.00 | 166 | | 4.777 | 4.777 | AAA |
| 3130AQV26 | 05/16/23 | AGCY CALL | FHLB | 1.610 | 09/04/24 | 02/04/24 | Monthly | 3,000,000.00 | 96.090 | 2,882,707.56 | 2,938,534.23 | 97.708 | 2,931,252.00 | 248 | 35 | 4.745 | 4.745 | AAA |
| **Total Conservation Fund** | | | | | | | | **20,936,003.19** | | **20,822,736.75** | **20,875,834.26** | | **20,862,098.19** | **59** | **35** | **5.358** | **5.358** | |
| **County Benefits Program** | | | | | | | | | | | | | | | | | | |

# Detail of Security Holdings

| CUSIP | Settle Date | Security Type | Security Description | CPN | Maturity Date | Next Call Date | Call Type | Par Value | Purch Price | Original Cost | Book Value | Mkt Price | Market Value | Days to Mty | Days to Call | YTM | YTW | Rating |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TEXPRIME | | LGIP | TexPool Prime | | 12/31/23 | | | 15,371,281.59 | 100.000 | 15,371,281.59 | 15,371,281.59 | 100.000 | 15,371,281.59 | 1 | | 5.595 | 5.595 | AAA |
| 3130ARGH8 | 10/03/23 | AGCY STEP | FHLB | 3.000 | 10/11/24 | | | 5,000,000.00 | 97.539 | 4,876,950.00 | 4,906,204.96 | 98.557 | 4,927,865.00 | 285 | | 5.490 | 5.508 | AAA |
| **Total County Benefits Program** | | | | | | | | **20,371,281.59** | | **20,248,231.59** | **20,277,486.55** | | **20,299,146.59** | **70** | | **5.570** | **5.574** | |
| **Cty Clerk Rcrd Mgmt&Prsrvation** | | | | | | | | | | | | | | | | | | |
| TEXPOOL | | LGIP | TexPool | | 12/31/23 | | | 5,333,672.49 | 100.000 | 5,333,672.49 | 5,333,672.49 | 100.000 | 5,333,672.49 | 1 | | 5.369 | 5.369 | AAA |
| 91282CEK3 | 05/11/22 | US GOVT | U.S. Treasury Note | 2.500 | 04/30/24 | | | 2,000,000.00 | 99.805 | 1,996,093.75 | 1,999,335.42 | 99.062 | 1,981,250.00 | 121 | | 2.602 | 2.602 | AAA |
| **Total Cty Clerk Rcrd Mgmt&Prsrvation** | | | | | | | | **7,333,672.49** | | **7,329,766.24** | **7,333,007.91** | | **7,314,922.49** | **34** | | **4.615** | **4.615** | |
| **Cty Clerk Records Archive** | | | | | | | | | | | | | | | | | | |
| TEXPOOL | | LGIP | TexPool | | 12/31/23 | | | 4,261,904.23 | 100.000 | 4,261,904.23 | 4,261,904.23 | 100.000 | 4,261,904.23 | 1 | | 5.369 | 5.369 | AAA |
| **Total Cty Clerk Records Archive** | | | | | | | | **4,261,904.23** | | **4,261,904.23** | **4,261,904.23** | | **4,261,904.23** | **1** | | **5.369** | **5.369** | |
| **Debt Service Fund** | | | | | | | | | | | | | | | | | | |
| TEXPRIME | | LGIP | TexPool Prime | | 12/31/23 | | | 39,838,777.27 | 100.000 | 39,838,777.27 | 39,838,777.27 | 100.000 | 39,838,777.27 | 1 | | 5.595 | 5.595 | AAA |
| **Total Debt Service Fund** | | | | | | | | **39,838,777.27** | | **39,838,777.27** | **39,838,777.27** | | **39,838,777.27** | **1** | | **5.595** | **5.595** | |
| **Future Environmental Liability** | | | | | | | | | | | | | | | | | | |
| TEXPRIME | | LGIP | TexPool Prime | | 12/31/23 | | | 1,990,610.99 | 100.000 | 1,990,610.99 | 1,990,610.99 | 100.000 | 1,990,610.99 | 1 | | 5.595 | 5.595 | AAA |
| 91282CBV2 | 04/06/22 | US GOVT | U.S. Treasury Note | 0.375 | 04/15/24 | | | 3,000,000.00 | 95.719 | 2,871,562.50 | 2,981,447.63 | 98.609 | 2,958,281.25 | 106 | | 2.558 | 2.558 | AAA |
| **Total Future Environmental Liability** | | | | | | | | **4,990,610.99** | | **4,862,173.49** | **4,972,058.62** | | **4,948,892.24** | **64** | | **3.774** | **3.774** | |
| **General Fund-Core Investmnts** | | | | | | | | | | | | | | | | | | |
| 742651DT6 | 03/16/20 | AGCY | PRIVATE EXPORT FUNDING CORP | 3.550 | 01/15/24 | | | 4,900,000.00 | 109.674 | 5,374,026.00 | 4,904,784.89 | 99.953 | 4,897,682.30 | 15 | | 0.971 | 0.971 | AAA |
| 882806HF2 | 07/29/20 | MUNI | Texas Tech University - Rev | 0.788 | 02/15/24 | | | 1,000,000.00 | 100.000 | 1,000,000.00 | 1,000,000.00 | 99.528 | 995,280.00 | 46 | | 0.788 | 0.788 | AA+ |

# Detail of Security Holdings

| CUSIP | Settle Date | Security Type | Security Description | CPN | Maturity Date | Next Call Date | Call Type | Par Value | Purch Price | Original Cost | Book Value | Mkt Price | Market Value | Days to Mty | Days to Call | YTM | YTW | Rating |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 88213ALU7 | 12/18/20 | MUNI | BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM | 2.762 | 05/15/24 | | | 2,285,000.00 | 108.200 | 2,472,370.00 | 2,305,490.17 | 99.216 | 2,267,085.60 | 136 | | 0.340 | 0.340 | AAA |
| 3134GXZZ0 | 07/12/22 | AGCY CALL | FHLMC | 4.000 | 07/12/24 | 04/12/24 | Quarterly | 5,500,000.00 | 100.000 | 5,500,000.00 | 5,500,000.00 | 99.351 | 5,464,310.50 | 194 | 103 | 4.000 | 4.000 | AAA |
| 521841D45 | 06/23/21 | MUNI | LEANDER TEX INDPT SCH DIST | 0.000 | 08/15/24 | | | 1,000,000.00 | 98.238 | 982,380.00 | 996,488.45 | 96.840 | 968,400.00 | 228 | | 0.566 | 0.566 | AAA |
| 3137EAEP0 | 03/02/20 | AGCY | FHLMC | 1.500 | 02/12/25 | | | 5,000,000.00 | 102.291 | 5,114,550.00 | 5,026,320.13 | 96.548 | 4,827,410.00 | 409 | | 1.024 | 1.024 | AAA |
| 882806ES7 | 03/26/21 | MUNI | Texas Tech University - Rev | 2.961 | 02/15/25 | | | 5,740,000.00 | 108.652 | 6,236,624.80 | 5,884,799.43 | 97.878 | 5,618,197.20 | 412 | | 0.700 | 0.700 | AA+ |
| 3133EPCW3 | 03/10/23 | AGCY | FFCB | 5.000 | 03/10/25 | | | 5,000,000.00 | 99.720 | 4,986,000.00 | 4,991,512.46 | 100.412 | 5,020,595.00 | 435 | | 5.149 | 5.149 | AAA |
| 88213ADS1 | 07/08/20 | MUNI | BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM | 2.666 | 05/15/25 | | | 4,540,000.00 | 109.363 | 4,965,080.20 | 4,661,541.08 | 97.218 | 4,413,697.20 | 501 | | 0.700 | 0.700 | AAA |
| 87971LAG0 | 07/21/21 | MUNI | TEMPE ARIZ CTFS PARTN | 0.915 | 07/01/25 | | | 1,000,000.00 | 100.000 | 1,000,000.00 | 1,000,000.00 | 94.256 | 942,560.00 | 548 | | 0.915 | 0.915 | AA+ |
| 3133EPRS6 | 08/17/23 | AGCY | FFCB | 4.875 | 07/28/25 | | | 5,000,000.00 | 99.614 | 4,980,682.90 | 4,984,344.44 | 100.650 | 5,032,525.00 | 575 | | 5.084 | 5.084 | AAA |
| 3136G43L5 | 09/30/20 | AGCY CALL | FNMA | 0.550 | 09/30/25 | 09/30/24 | Annual | 5,000,000.00 | 100.000 | 5,000,000.00 | 5,000,000.00 | 93.418 | 4,670,915.00 | 639 | 274 | 0.550 | 0.550 | AAA |
| 3130ALYC2 | 04/29/21 | AGCY CALL | FHLB | 1.140 | 04/29/26 | 04/29/24 | Quarterly | 5,000,000.00 | 100.000 | 5,000,000.00 | 5,000,000.00 | 92.957 | 4,647,855.00 | 850 | 120 | 1.140 | 1.140 | AAA |
| 3130AMGG1 | 05/26/21 | AGCY STEP | FHLB | 0.600 | 05/26/26 | 02/26/24 | Quarterly | 5,000,000.00 | 100.000 | 5,000,000.00 | 5,000,000.00 | 94.113 | 4,705,660.00 | 877 | 57 | 1.150 | 0.600 | AAA |
| 3133EPG58 | 11/30/23 | AGCY CALL | FFCB | 5.120 | 11/24/27 | 11/24/25 | Continuous | 9,140,000.00 | 100.070 | 9,146,398.00 | 9,146,138.20 | 101.111 | 9,241,572.82 | 1,424 | 694 | 5.082 | 5.082 | AAA |
| 3133EPTA3 | 09/11/23 | AGCY CALL | FFCB | 5.110 | 08/14/28 | 08/14/25 | Continuous | 11,000,000.00 | 99.510 | 10,946,100.00 | 10,949,370.96 | 100.087 | 11,009,537.00 | 1,688 | 592 | 5.223 | 5.223 | AAA |
| **Total General Fund-Core Investmnts** | | | | | | | | **76,105,000.00** | | **77,704,211.90** | **76,350,790.22** | | **74,723,282.62** | **753** | **386** | **2.767** | **2.731** | |
| **General Fund-Liquid Investmnts** | | | | | | | | | | | | | | | | | | |
| LOGIC | | LGIP | LOGIC | | 12/31/23 | | | 162,039,149.31 | 100.000 | 162,039,149.31 | 162,039,149.31 | 100.000 | 162,039,149.31 | 1 | | 5.541 | 5.541 | AAA |
| TEXPOOL | | LGIP | TexPool | | 12/31/23 | | | 17,108,901.99 | 100.000 | 17,108,901.99 | 17,108,901.99 | 100.000 | 17,108,901.99 | 1 | | 5.369 | 5.369 | AAA |
| TEXPRIME | | LGIP | TexPool Prime | | 12/31/23 | | | 14,091,879.91 | 100.000 | 14,091,879.91 | 14,091,879.91 | 100.000 | 14,091,879.91 | 1 | | 5.595 | 5.595 | AAA |
| TXCLASS | | LGIP | Texas CLASS | | 12/31/23 | | | 50,173,602.76 | 100.000 | 50,173,602.76 | 50,173,602.76 | 100.000 | 50,173,602.76 | 1 | | 5.574 | 5.574 | AAA |
| TXCLGOV | | LGIP | Texas CLASS Govt | | 12/31/23 | | | 3,901,539.20 | 100.000 | 3,901,539.20 | 3,901,539.20 | 100.000 | 3,901,539.20 | 1 | | 5.235 | 5.235 | AAA |
| WF-CASH | | BANK DEP | Wells Fargo | | 12/31/23 | | | 21,638.00 | 100.000 | 21,638.00 | 21,638.00 | 100.000 | 21,638.00 | 1 | | 0.000 | 0.000 | SD |
| WFWILLSWP | | MMFUND | ALLSPRING:GOVT MM SEL | | 12/31/23 | | | 25,101,064.76 | 100.000 | 25,101,064.76 | 25,101,064.76 | 100.000 | 25,101,064.76 | 1 | | 5.222 | 5.222 | AAA |
| 89233GDC7 | 07/19/23 | CP | Toyota Motor Credit Corp | 0.000 | 04/12/24 | | | 10,000,000.00 | 95.816 | 9,581,622.22 | 9,840,766.66 | 98.425 | 9,842,500.00 | 103 | | 5.824 | 5.824 | A-1+ |

# Detail of Security Holdings

| CUSIP | Settle Date | Security Type | Security Description | CPN | Maturity Date | Next Call Date | Call Type | Par Value | Purch Price | Original Cost | Book Value | Mkt Price | Market Value | Days to Mty | Days to Call | YTM | YTW | Rating |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 16085GDP0 | 11/28/23 | CP | The Charlotte-Mecklenburg Hospital Authority | 0.000 | 04/23/24 | | | 10,500,000.00 | 97.730 | 10,261,615.00 | 10,316,751.67 | 98.255 | 10,316,751.67 | 114 | | 5.689 | 5.689 | A-1+ |
| 89233GDS2 | 08/02/23 | CP | Toyota Motor Credit Corp | 0.000 | 04/26/24 | | | 10,000,000.00 | 95.772 | 9,577,155.56 | 9,816,977.78 | 98.221 | 9,822,140.00 | 117 | | 5.931 | 5.931 | A-1+ |
| 78009AFM1 | 09/27/23 | CP | Royal Bank of Canada | 0.000 | 06/21/24 | | | 10,000,000.00 | 95.831 | 9,583,111.11 | 9,732,444.44 | 97.440 | 9,744,010.00 | 173 | | 5.844 | 5.844 | A-1+ |
| **Total General Fund-Liquid Investmnts** | | | | | | | | **312,937,775.93** | | **311,441,279.82** | **312,144,716.48** | | **312,163,177.60** | **17** | | **5.545** | **5.545** | |
| **Health District** | | | | | | | | | | | | | | | | | | |
| 3130AFW94 | 06/12/23 | AGCY | FHLB | 2.500 | 02/13/24 | | | 3,000,000.00 | 98.137 | 2,944,097.31 | 2,990,218.38 | 99.655 | 2,989,650.00 | 44 | | 5.365 | 5.365 | AAA |
| 89233GEH5 | 08/24/23 | CP | Toyota Motor Credit Corp | 0.000 | 05/17/24 | | | 2,000,000.00 | 95.861 | 1,917,230.00 | 1,957,530.00 | 97.919 | 1,958,376.00 | 138 | | 5.821 | 5.821 | A-1+ |
| **Total Health District** | | | | | | | | **5,000,000.00** | | **4,861,327.31** | **4,947,748.38** | | **4,948,026.00** | **81** | | **5.546** | **5.546** | |
| **LPPF** | | | | | | | | | | | | | | | | | | |
| TEXPRIME | | LGIP | TexPool Prime | | 12/31/23 | | | 2,471,168.49 | 100.000 | 2,471,168.49 | 2,471,168.49 | 100.000 | 2,471,168.49 | 1 | | 5.595 | 5.595 | AAA |
| **Total LPPF** | | | | | | | | **2,471,168.49** | | **2,471,168.49** | **2,471,168.49** | | **2,471,168.49** | **1** | | **5.595** | **5.595** | |
| **Passthrough Toll Reimb** | | | | | | | | | | | | | | | | | | |
| LOGIC | | LGIP | LOGIC | | 12/31/23 | | | 13,665,322.53 | 100.000 | 13,665,322.53 | 13,665,322.53 | 100.000 | 13,665,322.53 | 1 | | 5.541 | 5.541 | AAA |
| 91282CDV0 | 05/06/22 | US GOVT | U.S. Treasury Note | 0.875 | 01/31/24 | | | 6,000,000.00 | 96.922 | 5,815,312.50 | 5,991,192.83 | 99.641 | 5,978,437.50 | 31 | | 2.700 | 2.700 | AAA |
| 3134GXMM3 | 03/22/22 | AGCY CALL | FHLMC | 1.850 | 03/22/24 | 02/22/24 | Monthly | 5,000,000.00 | 100.000 | 5,000,000.00 | 5,000,000.00 | 99.221 | 4,961,070.00 | 82 | 53 | 1.850 | 1.850 | AAA |
| 3130ATVC8 | 02/07/23 | AGCY | FHLB | 4.875 | 06/14/24 | | | 7,500,000.00 | 100.154 | 7,511,565.00 | 7,504,292.08 | 99.828 | 7,487,107.50 | 166 | | 4.745 | 4.745 | AAA |
| 87971LAF2 | 07/21/21 | MUNI | TEMPE ARIZ CTFS PARTN | 0.623 | 07/01/24 | | | 1,780,000.00 | 100.000 | 1,780,000.00 | 1,780,000.00 | 97.656 | 1,738,276.80 | 183 | | 0.623 | 0.623 | AA+ |
| 3134GXZZ0 | 07/12/22 | AGCY CALL | FHLMC | 4.000 | 07/12/24 | 04/12/24 | Quarterly | 10,000,000.00 | 100.000 | 10,000,000.00 | 10,000,000.00 | 99.351 | 9,935,110.00 | 194 | 103 | 4.000 | 4.000 | AAA |
| 3130AUPL2 | 02/15/23 | AGCY CALL | FHLB | 5.000 | 07/28/25 | 04/28/24 | Quarterly | 6,475,000.00 | 99.700 | 6,455,575.00 | 6,462,357.61 | 99.643 | 6,451,903.68 | 575 | 119 | 5.131 | 5.131 | AAA |
| **Total Passthrough Toll Reimb** | | | | | | | | **50,420,322.53** | | **50,227,775.03** | **50,403,165.05** | | **50,217,228.00** | **155** | **96** | **4.187** | **4.187** | |
| **Pooled Funds** | | | | | | | | | | | | | | | | | | |
| TEXPOOL | | LGIP | TexPool | | 12/31/23 | | | 31,726,893.91 | 100.000 | 31,726,893.91 | 31,726,893.91 | 100.000 | 31,726,893.91 | 1 | | 5.369 | 5.369 | AAA |
| TEXPRIME | | LGIP | TexPool Prime | | 12/31/23 | | | 15,704,621.90 | 100.000 | 15,704,621.90 | 15,704,621.90 | 100.000 | 15,704,621.90 | 1 | | 5.595 | 5.595 | AAA |
| **Total Pooled Funds** | | | | | | | | **47,431,515.81** | | **47,431,515.81** | **47,431,515.81** | | **47,431,515.81** | **1** | | **5.444** | **5.444** | |
| **Road Districts** | | | | | | | | | | | | | | | | | | |

# Detail of Security Holdings

| CUSIP | Settle Date | Security Type | Security Description | CPN | Maturity Date | Next Call Date | Call Type | Par Value | Purch Price | Original Cost | Book Value | Mkt Price | Market Value | Days to Mty | Days to Call | YTM | YTW | Rating |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LGICSHDS3 | | LGIP | LOGIC-Somerset Hills #3 Debt Svc | | 12/31/23 | | | 260,981.94 | 100.000 | 260,981.94 | 260,981.94 | 100.000 | 260,981.94 | 1 | | 5.541 | 5.541 | AAA |
| LGICSHOP3 | | LGIP | LOGIC-Somerset Hills #3 Operating | | 12/31/23 | | | 13,305.09 | 100.000 | 13,305.09 | 13,305.09 | 100.000 | 13,305.09 | 1 | | 5.541 | 5.541 | AAA |
| LOGICNWDS | | LGIP | LOGIC-Northwoods Rd Debt Svc | | 12/31/23 | | | 435,202.95 | 100.000 | 435,202.95 | 435,202.95 | 100.000 | 435,202.95 | 1 | | 5.541 | 5.541 | AAA |
| LOGICPPDS | | LGIP | LOGIC-Pearson Place Debt Svc | | 12/31/23 | | | 1,048,371.84 | 100.000 | 1,048,371.84 | 1,048,371.84 | 100.000 | 1,048,371.84 | 1 | | 5.541 | 5.541 | AAA |
| LOGICSHDS | | LGIP | LOGIC-Somerset Hills #4 Debt Svc | | 12/31/23 | | | 540,114.28 | 100.000 | 540,114.28 | 540,114.28 | 100.000 | 540,114.28 | 1 | | 5.541 | 5.541 | AAA |
| LOGICSHOP | | LGIP | LOGIC-Somerset Hills #4 Operating | | 12/31/23 | | | 11,366.61 | 100.000 | 11,366.61 | 11,366.61 | 100.000 | 11,366.61 | 1 | | 5.541 | 5.541 | AAA |
| TXPRMARDS | | LGIP | TexPool Prime-Avery Ranch Rd Debt Svc | | 12/31/23 | | | 344,542.71 | 100.000 | 344,542.71 | 344,542.71 | 100.000 | 344,542.71 | 1 | | 5.369 | 5.369 | AAA |
| **Total Road Districts** | | | | | | | | **2,653,885.42** | | **2,653,885.42** | **2,653,885.42** | | **2,653,885.42** | **1** | | **5.519** | **5.519** | |
| **Road and Bridge General** | | | | | | | | | | | | | | | | | | |
| TEXPOOL | | LGIP | TexPool | | 12/31/23 | | | 27,752.56 | 100.000 | 27,752.56 | 27,752.56 | 100.000 | 27,752.56 | 1 | | 5.369 | 5.369 | AAA |
| TEXPRIME | | LGIP | TexPool Prime | | 12/31/23 | | | 28,983,593.58 | 100.000 | 28,983,593.58 | 28,983,593.58 | 100.000 | 28,983,593.58 | 1 | | 5.595 | 5.595 | AAA |
| 3130AUS47 | 02/06/23 | AGCY | FHLB | 4.750 | 02/02/24 | | | 5,000,000.00 | 99.895 | 4,994,772.80 | 4,999,536.34 | 99.930 | 4,996,500.00 | 33 | | 4.859 | 4.859 | AAA |
| 78009AD84 | 07/19/23 | CP | Royal Bank of Canada | 0.000 | 04/08/24 | | | 10,000,000.00 | 95.908 | 9,590,800.00 | 9,848,100.00 | 98.504 | 9,850,450.00 | 99 | | 5.779 | 5.779 | A-1+ |
| 3130ATUR6 | 02/06/23 | AGCY | FHLB | 4.625 | 12/13/24 | | | 5,000,000.00 | 100.262 | 5,013,100.00 | 5,007,174.12 | 99.788 | 4,989,390.00 | 348 | | 4.469 | 4.469 | AAA |
| **Total Road and Bridge General** | | | | | | | | **49,011,346.14** | | **48,610,018.94** | **48,866,156.61** | | **48,847,686.14** | **60** | | **5.441** | **5.441** | |
| **Tobacco Funds** | | | | | | | | | | | | | | | | | | |
| TEXPRIME | | LGIP | TexPool Prime | | 12/31/23 | | | 8,079,801.39 | 100.000 | 8,079,801.39 | 8,079,801.39 | 100.000 | 8,079,801.39 | 1 | | 5.595 | 5.595 | AAA |
| 3130ASHK8 | 09/07/22 | AGCY | FHLB | 3.125 | 06/14/24 | | | 2,000,000.00 | 99.158 | 1,983,160.00 | 1,995,626.48 | 99.061 | 1,981,216.00 | 166 | | 3.619 | 3.619 | AAA |
| **Total Tobacco Funds** | | | | | | | | **10,079,801.39** | | **10,062,961.39** | **10,075,427.87** | | **10,061,017.39** | **34** | | **5.204** | **5.204** | |
| **Grand Total** | | | | | | | | **1,248,580,194.50** | | **1,246,325,809.08** | **1,245,496,642.93** | | **1,239,807,792.86** | **159** | **151** | **4.722** | **4.707** | |

# Earned Income

| CUSIP | Security Type | Security Description | Beginning Accrued | Interest Earned | Interest Rec'd/ Sold/Matured | Interest Purchased | Ending Accrued | Disc Accr/Prem Amort | Net Realized Gain/Loss | Net Income |
|---|---|---|---|---|---|---|---|---|---|---|
| **2013 Park Bond** | | | | | | | | | | |
| LOGIC | LGIP | LOGIC | 0.00 | 55,863.07 | 55,863.07 | 0.00 | 0.00 | 0.00 | 0.00 | 55,863.07 |
| **Total 2013 Park Bond** | | | **0.00** | **55,863.07** | **55,863.07** | **0.00** | **0.00** | **0.00** | **0.00** | **55,863.07** |
| **2013 Road Bond** | | | | | | | | | | |
| LOGIC | LGIP | LOGIC | 0.00 | 92,498.49 | 92,498.49 | 0.00 | 0.00 | 0.00 | 0.00 | 92,498.49 |
| **Total 2013 Road Bond** | | | **0.00** | **92,498.49** | **92,498.49** | **0.00** | **0.00** | **0.00** | **0.00** | **92,498.49** |
| **2015 CO Bonds** | | | | | | | | | | |
| LOGIC | LGIP | LOGIC | 0.00 | 22,920.45 | 22,920.45 | 0.00 | 0.00 | 0.00 | 0.00 | 22,920.45 |
| **Total 2015 CO Bonds** | | | **0.00** | **22,920.45** | **22,920.45** | **0.00** | **0.00** | **0.00** | **0.00** | **22,920.45** |
| **2019 Park Bond** | | | | | | | | | | |
| LOGIC | LGIP | LOGIC | 0.00 | 1,643.79 | 1,643.79 | 0.00 | 0.00 | 0.00 | 0.00 | 1,643.79 |
| TXCLASS | LGIP | Texas CLASS | 0.00 | 90,160.91 | 90,160.91 | 0.00 | 0.00 | 0.00 | 0.00 | 90,160.91 |
| 3133ELNE0 | AGCY | FFCB | 9,334.72 | 17,875.00 | 0.00 | 0.00 | 27,209.72 | (8,458.80) | 0.00 | 9,416.20 |
| 283822TH7 | MUNI | EL PASO TEX WTR & SWR REV | 3,392.50 | 10,177.50 | 0.00 | 0.00 | 13,570.00 | (4,611.42) | 0.00 | 5,566.08 |
| 3130ANP61 | AGCY CALL | FHLB | 3,305.56 | 8,500.00 | 0.00 | 0.00 | 11,805.56 | 0.00 | 0.00 | 8,500.00 |
| 3134GWUG9 | AGCY CALL | FHLMC | 554.17 | 7,125.00 | 0.00 | 0.00 | 7,679.17 | 0.00 | 0.00 | 7,125.00 |
| **Total 2019 Park Bond** | | | **16,586.94** | **135,482.20** | **91,804.70** | **0.00** | **60,264.44** | **(13,070.22)** | **0.00** | **122,411.98** |
| **2019 Road Bond** | | | | | | | | | | |
| 882723A74 | MUNI | TEXAS ST | 87,952.25 | 0.00 | 87,952.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 882723PR4 | MUNI | TEXAS ST | 55,744.62 | 0.00 | 55,744.63 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 882724GU5 | MUNI | TEXAS ST | 55,860.40 | 0.00 | 55,860.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 44244CL88 | MUNI | HOUSTON TEX UTIL SYS REV | 5,558.68 | 1,798.40 | 7,357.08 | 0.00 | 0.00 | 0.00 | 0.00 | 1,798.40 |
| 3135G06F5 | AGCY CALL | FNMA | 11,625.00 | 3,875.00 | 15,500.00 | 0.00 | 0.00 | 229.91 | 0.00 | 4,104.91 |
| 3130A0F70 | AGCY | FHLB | 105,937.50 | 62,812.50 | 168,750.00 | 0.00 | 0.00 | (6,361.10) | 0.00 | 56,451.40 |
| LOGIC | LGIP | LOGIC | 0.00 | 33,204.31 | 33,204.31 | 0.00 | 0.00 | 0.00 | 0.00 | 33,204.31 |
| TEXPOOL | LGIP | TexPool | 0.00 | 15,627.10 | 15,627.10 | 0.00 | 0.00 | 0.00 | 0.00 | 15,627.10 |

# Earned Income

| CUSIP | Security Type | Security Description | Beginning Accrued | Interest Earned | Interest Rec'd/ Sold/Matured | Interest Purchased | Ending Accrued | Disc Accr/Prem Amort | Net Realized Gain/Loss | Net Income |
|---|---|---|---|---|---|---|---|---|---|---|
| TXCLASS | LGIP | Texas CLASS | 0.00 | 182,508.20 | 182,508.20 | 0.00 | 0.00 | 0.00 | 0.00 | 182,508.20 |
| TXCLGOV | LGIP | Texas CLASS Govt | 0.00 | 16,874.00 | 16,874.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16,874.00 |
| 742651DT6 | AGCY | PRIVATE EXPORT FUNDING CORP | 74,944.44 | 88,750.00 | 0.00 | 0.00 | 163,694.44 | (68,479.62) | 0.00 | 20,270.38 |
| CD-1423 | CD | Round Top State Bank | 730.72 | 89,852.37 | 66,906.83 | 0.00 | 23,676.25 | 0.00 | 0.00 | 89,852.37 |
| CD-4704-1 | CD | R Bank | 933.84 | 2,391.34 | 2,389.20 | 0.00 | 935.99 | 0.00 | 0.00 | 2,391.34 |
| 3130A0XE5 | AGCY | FHLB | 20,763.89 | 81,250.00 | 0.00 | 0.00 | 102,013.89 | (1,499.38) | 0.00 | 79,750.62 |
| 89233GEX0 | CP | Toyota Motor Credit Corp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 143,366.67 | 0.00 | 143,366.67 |
| 3130AWSB7 | AGCY | FHLB | 45,583.33 | 68,375.00 | 0.00 | 0.00 | 113,958.33 | (6.51) | 0.00 | 68,368.49 |
| 3133ENA91 | AGCY | FFCB | 66,500.00 | 78,750.00 | 0.00 | 0.00 | 145,250.00 | 597.67 | 0.00 | 79,347.67 |
| 882724SM0 | MUNI | TEXAS ST | 21,975.00 | 32,962.50 | 0.00 | 0.00 | 54,937.50 | (26,211.16) | 0.00 | 6,751.34 |
| 052414RQ4 | MUNI | AUSTIN TEX ELEC UTIL SYS REV | 113,965.28 | 75,418.20 | 150,836.40 | 0.00 | 38,547.08 | (58,629.90) | 0.00 | 16,788.30 |
| 3130A3GE8 | AGCY | FHLB | 82,500.00 | 68,750.00 | 137,500.00 | 0.00 | 13,750.00 | (48,450.42) | 0.00 | 20,299.58 |
| 882669BT0 | MUNI | TEXAS PUBLIC FINANCE AUTHORITY | 4,420.00 | 6,630.00 | 0.00 | 0.00 | 11,050.00 | 0.00 | 0.00 | 6,630.00 |
| 3130ANP61 | AGCY CALL | FHLB | 3,305.56 | 8,500.00 | 0.00 | 0.00 | 11,805.56 | 0.00 | 0.00 | 8,500.00 |
| 3130AQX57 | AGCY STEP | FHLB | 20,625.00 | 56,250.00 | 0.00 | 0.00 | 76,875.00 | 0.00 | 0.00 | 56,250.00 |
| 3130ARP96 | AGCY CALL | FHLB | 127,500.00 | 75,000.00 | 150,000.00 | 0.00 | 52,500.00 | 0.00 | 0.00 | 75,000.00 |
| 3134GXP73 | AGCY CALL | FHLMC | 136,666.67 | 100,000.00 | 200,000.00 | 0.00 | 36,666.67 | 0.00 | 0.00 | 100,000.00 |
| 3130AS6N4 | AGCY CALL | FHLB | 103,819.44 | 81,250.00 | 162,500.00 | 0.00 | 22,569.44 | 7,031.73 | 0.00 | 88,281.73 |
| 3134GXS47 | AGCY CALL | FHLMC | 38,500.00 | 105,000.00 | 0.00 | 0.00 | 143,500.00 | 21,329.74 | 0.00 | 126,329.74 |
| 3134GWUG9 | AGCY CALL | FHLMC | 1,108.33 | 14,250.00 | 0.00 | 0.00 | 15,358.33 | 0.00 | 0.00 | 14,250.00 |
| 3134GX3L6 | AGCY CALL | FHLMC | 227,777.78 | 125,000.00 | 250,000.00 | 0.00 | 102,777.78 | 0.00 | 0.00 | 125,000.00 |
| **Total 2019 Road Bond** | | | **1,414,297.74** | **1,475,078.93** | **1,759,510.40** | **0.00** | **1,129,866.27** | **(37,082.36)** | **0.00** | **1,437,996.56** |
| **2021 TAN** | | | | | | | | | | |
| 78009BYM8 | CP | Royal Bank of Canada | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 74,375.00 | 0.00 | 74,375.00 |
| 3130AQAF0 | AGCY CALL | FHLB | 22,000.00 | 18,000.00 | 40,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 18,000.00 |
| TXCLASS | LGIP | Texas CLASS | 0.00 | 416,994.17 | 416,994.17 | 0.00 | 0.00 | 0.00 | 0.00 | 416,994.17 |
| 3130AV2E1 | AGCY | FHLB | 55,555.56 | 125,000.00 | 0.00 | 0.00 | 180,555.56 | 5,769.25 | 0.00 | 130,769.25 |
| 3130AT3H8 | AGCY | FHLB | 21,562.50 | 84,375.00 | 0.00 | 0.00 | 105,937.50 | 6,845.06 | 0.00 | 91,220.06 |
| 912828WJ5 | US GOVT | U.S. Treasury Note | 94,429.35 | 62,850.87 | 125,000.00 | 0.00 | 32,280.22 | 67,951.56 | 0.00 | 130,802.43 |

# Earned Income

| CUSIP | Security Type | Security Description | Beginning Accrued | Interest Earned | Interest Rec'd/ Sold/Matured | Interest Purchased | Ending Accrued | Disc Accr/Prem Amort | Net Realized Gain/Loss | Net Income |
|---|---|---|---|---|---|---|---|---|---|---|
| 3133ENWL0 | AGCY CALL | FFCB | 109,500.00 | 73,000.00 | 146,000.00 | 0.00 | 36,500.00 | 0.00 | 0.00 | 73,000.00 |
| 3130ASHK8 | AGCY | FHLB | 92,881.94 | 78,125.00 | 156,250.00 | 0.00 | 14,756.94 | 12,018.54 | 0.00 | 90,143.54 |
| 3130ATVC8 | AGCY | FHLB | 144,895.83 | 121,875.00 | 243,750.00 | 0.00 | 23,020.83 | 9,401.25 | 0.00 | 131,276.25 |
| 89233GGC4 | CP | Toyota Motor Credit Corp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 118,222.22 | 0.00 | 118,222.22 |
| 3130AT6G7 | AGCY | FHLB | 17,500.00 | 87,500.00 | 0.00 | 0.00 | 105,000.00 | 2,901.18 | 0.00 | 90,401.18 |
| 3133XVDG3 | AGCY | FHLB | 21,875.00 | 109,375.00 | 0.00 | 0.00 | 131,250.00 | 2,518.26 | 0.00 | 111,893.26 |
| 3130ARL25 | AGCY STEP | FHLB | 151,666.67 | 87,500.00 | 175,000.00 | 0.00 | 64,166.67 | 0.00 | 0.00 | 87,500.00 |
| 3135G05C3 | AGCY CALL | FNMA | 14,408.33 | 14,250.00 | 0.00 | 0.00 | 28,658.33 | 76,052.30 | 0.00 | 90,302.30 |
| 3133EL2S2 | AGCY CALL | FFCB | 2,121.67 | 3,350.00 | 0.00 | 0.00 | 5,471.67 | 20,044.46 | 0.00 | 23,394.46 |
| **Total 2021 TAN** | | | **748,396.85** | **1,282,195.04** | **1,302,994.17** | **0.00** | **727,597.72** | **396,099.08** | **0.00** | **1,678,294.12** |
| **2023 TAN** | | | | | | | | | | |
| 912797FC6 | US GOVT | U.S. Treasury Bill | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 36,111.11 | 0.00 | 36,111.11 |
| 89233HYA6 | CP | Toyota Motor Credit Corp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 28,666.67 | 0.00 | 28,666.67 |
| TXCLASS | LGIP | Texas CLASS | 0.00 | 373,148.39 | 373,148.39 | 0.00 | 0.00 | 0.00 | 0.00 | 373,148.39 |
| 89233GAN6 | CP | Toyota Motor Credit Corp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 141,322.22 | 0.00 | 141,322.22 |
| 46640PC19 | CP | J.P. Morgan Securities LLC | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 137,744.45 | 0.00 | 137,744.45 |
| 78009AC85 | CP | Royal Bank of Canada | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 140,555.55 | 0.00 | 140,555.55 |
| 3133EPGX7 | AGCY | FFCB | 316,875.00 | 182,812.50 | 365,625.00 | 0.00 | 134,062.50 | (5,126.17) | 0.00 | 177,686.33 |
| 3130AQV26 | AGCY CALL | FHLB | 12,075.00 | 40,250.00 | 0.00 | 0.00 | 52,325.00 | 75,604.29 | 0.00 | 115,854.29 |
| 3130ALUA0 | AGCY STEP | FHLB | 24,166.67 | 12,500.00 | 25,000.00 | 0.00 | 11,666.67 | 48,904.22 | 0.00 | 61,404.22 |
| 3134GYSK9 | AGCY CALL | FHLMC | 277,083.33 | 187,500.00 | 370,833.33 | 0.00 | 93,750.00 | 4,047.04 | 0.00 | 191,547.04 |
| 3130ASG29 | AGCY CALL | FHLB | 91,000.00 | 90,000.00 | 0.00 | 0.00 | 181,000.00 | 30,200.63 | 0.00 | 120,200.63 |
| 3130ASY78 | AGCY CALL | FHLB | 30,309.58 | 82,662.50 | 0.00 | 0.00 | 112,972.08 | 23,086.60 | 0.00 | 105,749.10 |
| 3133EPNF8 | AGCY CALL | FFCB | 131,211.11 | 120,500.00 | 241,000.00 | 0.00 | 10,711.11 | 6,707.43 | 0.00 | 127,207.43 |
| **Total 2023 TAN** | | | **882,720.69** | **1,089,373.39** | **1,375,606.72** | **0.00** | **596,487.36** | **667,824.05** | **0.00** | **1,757,197.44** |
| **ARP Fund** | | | | | | | | | | |
| TEXPOOL | LGIP | TexPool | 0.00 | 1,406,750.79 | 1,406,750.79 | 0.00 | 0.00 | 0.00 | 0.00 | 1,406,750.79 |
| **Total ARP Fund** | | | **0.00** | **1,406,750.79** | **1,406,750.79** | **0.00** | **0.00** | **0.00** | **0.00** | **1,406,750.79** |
| **Conservation Fund** | | | | | | | | | | |

# Earned Income

| CUSIP | Security Type | Security Description | Beginning Accrued | Interest Earned | Interest Rec'd/ Sold/Matured | Interest Purchased | Ending Accrued | Disc Accr/Prem Amort | Net Realized Gain/Loss | Net Income |
|---|---|---|---|---|---|---|---|---|---|---|
| 313384PG8 | AGCY | FHLB | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17,531.45 | 0.00 | 17,531.45 |
| TEXPRIME | LGIP | TexPool Prime | 0.00 | 176,831.30 | 176,831.30 | 0.00 | 0.00 | 0.00 | 0.00 | 176,831.30 |
| 3130ATVC8 | AGCY | FHLB | 43,468.75 | 36,562.50 | 73,125.00 | 0.00 | 6,906.25 | (709.52) | 0.00 | 35,852.98 |
| 3130AQV26 | AGCY CALL | FHLB | 3,622.50 | 12,075.00 | 0.00 | 0.00 | 15,697.50 | 22,681.29 | 0.00 | 34,756.29 |
| **Total Conservation Fund** | | | **47,091.25** | **225,468.80** | **249,956.30** | **0.00** | **22,603.75** | **39,503.22** | **0.00** | **264,972.02** |
| **County Benefits Program** | | | | | | | | | | |
| TEXPRIME | LGIP | TexPool Prime | 0.00 | 215,952.39 | 215,952.39 | 0.00 | 0.00 | 0.00 | 0.00 | 215,952.39 |
| 3130ARGH8 | AGCY STEP | FHLB | 0.00 | 36,666.66 | 75,000.00 | (71,666.67) | 33,333.33 | 29,254.96 | 0.00 | 65,921.62 |
| **Total County Benefits Program** | | | **0.00** | **252,619.05** | **290,952.39** | **(71,666.67)** | **33,333.33** | **29,254.96** | **0.00** | **281,874.01** |
| **Cty Clerk Rcrd Mgmt&Prsrvation** | | | | | | | | | | |
| 91282CDM0 | US GOVT | U.S. Treasury Note | 3,360.66 | 1,639.34 | 5,000.00 | 0.00 | 0.00 | 6,466.74 | 0.00 | 8,106.09 |
| TEXPOOL | LGIP | TexPool | 0.00 | 53,939.13 | 53,939.13 | 0.00 | 0.00 | 0.00 | 0.00 | 53,939.13 |
| 91282CEK3 | US GOVT | U.S. Treasury Note | 20,923.91 | 12,592.57 | 25,000.00 | 0.00 | 8,516.48 | 505.60 | 0.00 | 13,098.17 |
| **Total Cty Clerk Rcrd Mgmt&Prsrvation** | | | **24,284.57** | **68,171.04** | **83,939.13** | **0.00** | **8,516.48** | **6,972.34** | **0.00** | **75,143.38** |
| **Cty Clerk Records Archive** | | | | | | | | | | |
| TEXPOOL | LGIP | TexPool | 0.00 | 57,136.28 | 57,136.28 | 0.00 | 0.00 | 0.00 | 0.00 | 57,136.28 |
| **Total Cty Clerk Records Archive** | | | **0.00** | **57,136.28** | **57,136.28** | **0.00** | **0.00** | **0.00** | **0.00** | **57,136.28** |
| **Debt Service Fund** | | | | | | | | | | |
| TEXPRIME | LGIP | TexPool Prime | 0.00 | 233,261.48 | 233,261.48 | 0.00 | 0.00 | 0.00 | 0.00 | 233,261.48 |
| **Total Debt Service Fund** | | | **0.00** | **233,261.48** | **233,261.48** | **0.00** | **0.00** | **0.00** | **0.00** | **233,261.48** |
| **Future Environmental Liability** | | | | | | | | | | |

# Earned Income

| CUSIP | Security Type | Security Description | Beginning Accrued | Interest Earned | Interest Rec'd/ Sold/Matured | Interest Purchased | Ending Accrued | Disc Accr/Prem Amort | Net Realized Gain/Loss | Net Income |
|---|---|---|---|---|---|---|---|---|---|---|
| TEXPRIME | LGIP | TexPool Prime | 0.00 | 27,807.08 | 27,807.08 | 0.00 | 0.00 | 0.00 | 0.00 | 27,807.08 |
| 91282CBV2 | US GOVT | U.S. Treasury Note | 5,194.67 | 2,827.87 | 5,625.00 | 0.00 | 2,397.54 | 16,224.17 | 0.00 | 19,052.04 |
| **Total Future Environmental Liability** | | | **5,194.67** | **30,634.95** | **33,432.08** | **0.00** | **2,397.54** | **16,224.17** | **0.00** | **46,859.12** |
| **General Fund-Core Investmnts** | | | | | | | | | | |
| 3133EMHL9 | AGCY CALL | FFCB | 10,419.44 | 5,080.56 | 15,500.00 | 0.00 | 0.00 | 492.25 | 0.00 | 5,572.81 |
| 742651DT6 | AGCY | PRIVATE EXPORT FUNDING CORP | 36,722.78 | 43,487.50 | 0.00 | 0.00 | 80,210.28 | (31,443.58) | 0.00 | 12,043.92 |
| 882806HF2 | MUNI | Texas Tech University - Rev | 1,006.89 | 1,970.00 | 0.00 | 0.00 | 2,976.89 | 0.00 | 0.00 | 1,970.00 |
| 88213ALU7 | MUNI | BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM | 23,842.20 | 15,777.92 | 31,555.85 | 0.00 | 8,064.27 | (13,877.96) | 0.00 | 1,899.96 |
| 3134GXZZ0 | AGCY CALL | FHLMC | 48,277.78 | 55,000.00 | 0.00 | 0.00 | 103,277.78 | 0.00 | 0.00 | 55,000.00 |
| 521841D45 | MUNI | LEANDER TEX INDPT SCH DIST | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,407.41 | 0.00 | 1,407.41 |
| 3137EAEP0 | AGCY | FHLMC | 10,208.33 | 18,750.00 | 0.00 | 0.00 | 28,958.33 | (5,865.50) | 0.00 | 12,884.50 |
| 882806ES7 | MUNI | Texas Tech University - Rev | 21,717.29 | 42,490.35 | 0.00 | 0.00 | 64,207.64 | (32,105.17) | 0.00 | 10,385.18 |
| 3133EPCW3 | AGCY | FFCB | 14,583.33 | 62,500.00 | 0.00 | 0.00 | 77,083.33 | 1,746.18 | 0.00 | 64,246.18 |
| 88213ADS1 | MUNI | BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM | 45,724.86 | 30,259.10 | 60,518.20 | 0.00 | 15,465.76 | (22,166.42) | 0.00 | 8,092.68 |
| 87971LAG0 | MUNI | TEMPE ARIZ CTFS PARTN | 2,287.50 | 2,287.50 | 0.00 | 0.00 | 4,575.00 | 0.00 | 0.00 | 2,287.50 |
| 3133EPRS6 | AGCY | FFCB | 42,656.25 | 60,937.50 | 0.00 | 0.00 | 103,593.75 | 2,458.84 | 0.00 | 63,396.34 |
| 3136G43L5 | AGCY CALL | FNMA | 13,826.39 | 6,875.00 | 13,750.00 | 0.00 | 6,951.39 | 0.00 | 0.00 | 6,875.00 |
| 3130ALYC2 | AGCY CALL | FHLB | 24,066.67 | 14,250.00 | 28,500.00 | 0.00 | 9,816.67 | 0.00 | 0.00 | 14,250.00 |
| 3130AMGG1 | AGCY STEP | FHLB | 10,416.67 | 7,500.00 | 15,000.00 | 0.00 | 2,916.67 | 0.00 | 0.00 | 7,500.00 |
| 3133EPG58 | AGCY CALL | FFCB | 0.00 | 40,297.24 | 0.00 | (7,799.47) | 48,096.71 | (259.80) | 0.00 | 40,037.44 |
| 3133EPTA3 | AGCY CALL | FFCB | 73,385.28 | 140,525.00 | 0.00 | 0.00 | 213,910.28 | 2,686.86 | 0.00 | 143,211.86 |
| **Total General Fund-Core Investmnts** | | | **379,141.66** | **547,987.67** | **164,824.05** | **(7,799.47)** | **770,104.75** | **(96,926.87)** | **0.00** | **451,060.80** |
| **General Fund-Liquid Investmnts** | | | | | | | | | | |
| 78009BX23 | CP | Royal Bank of Canada | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,408.33 | 0.00 | 1,408.33 |
| 89233HXG4 | CP | Toyota Motor Credit Corp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,833.33 | 0.00 | 20,833.33 |

# Earned Income

| CUSIP | Security Type | Security Description | Beginning Accrued | Interest Earned | Interest Rec'd/ Sold/Matured | Interest Purchased | Ending Accrued | Disc Accr/Prem Amort | Net Realized Gain/Loss | Net Income |
|---|---|---|---|---|---|---|---|---|---|---|
| 313384NQ8 | AGCY | FHLB | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 40,909.80 | 0.00 | 40,909.80 |
| 89233HYD0 | CP | Toyota Motor Credit Corp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 58,169.45 | 0.00 | 58,169.45 |
| 89233HYN8 | CP | Toyota Motor Credit Corp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 75,833.33 | 0.00 | 75,833.33 |
| 16085HYU4 | CP | Carolinas Healthcare System | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 90,504.17 | 0.00 | 90,504.17 |
| LOGIC | LGIP | LOGIC | 0.00 | 424,140.34 | 424,140.34 | 0.00 | 0.00 | 0.00 | 0.00 | 424,140.34 |
| TEXPOOL | LGIP | TexPool | 0.00 | 199,230.52 | 199,230.52 | 0.00 | 0.00 | 0.00 | 0.00 | 199,230.52 |
| TEXPRIME | LGIP | TexPool Prime | 0.00 | 127,415.95 | 127,415.95 | 0.00 | 0.00 | 0.00 | 0.00 | 127,415.95 |
| TXCLASS | LGIP | Texas CLASS | 0.00 | 216,795.89 | 216,795.89 | 0.00 | 0.00 | 0.00 | 0.00 | 216,795.89 |
| TXCLGOV | LGIP | Texas CLASS Govt | 0.00 | 50,994.12 | 50,994.12 | 0.00 | 0.00 | 0.00 | 0.00 | 50,994.12 |
| WF-CASH | BANK DEP | Wells Fargo | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| WFWILLSWP | MMFUND | ALLSPRING:GOVT MM SEL | 81,559.22 | 219,589.77 | 242,049.99 | 0.00 | 59,099.00 | 0.00 | 0.00 | 219,589.77 |
| 89233GDC7 | CP | Toyota Motor Credit Corp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 143,622.22 | 0.00 | 143,622.22 |
| 16085GDP0 | CP | The Charlotte-Mecklenburg Hospital Authority | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 55,136.67 | 0.00 | 55,136.67 |
| 89233GDS2 | CP | Toyota Motor Credit Corp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 145,155.55 | 0.00 | 145,155.55 |
| 78009AFM1 | CP | Royal Bank of Canada | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 143,111.11 | 0.00 | 143,111.11 |
| **Total General Fund-Liquid Investmnts** | | | **81,559.22** | **1,238,166.59** | **1,260,626.81** | **0.00** | **59,099.00** | **774,683.97** | **0.00** | **2,012,850.56** |
| **Health District** | | | | | | | | | | |
| 313384PY9 | AGCY | FHLB | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17,410.54 | 0.00 | 17,410.54 |
| 3130AFW94 | AGCY | FHLB | 10,000.00 | 18,750.00 | 0.00 | 0.00 | 28,750.00 | 20,928.12 | 0.00 | 39,678.12 |
| 89233GEH5 | CP | Toyota Motor Credit Corp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 28,520.00 | 0.00 | 28,520.00 |
| **Total Health District** | | | **10,000.00** | **18,750.00** | **0.00** | **0.00** | **28,750.00** | **66,858.66** | **0.00** | **85,608.66** |
| **LPPF** | | | | | | | | | | |
| TEXPRIME | LGIP | TexPool Prime | 0.00 | 59,982.59 | 59,982.59 | 0.00 | 0.00 | 0.00 | 0.00 | 59,982.59 |
| **Total LPPF** | | | **0.00** | **59,982.59** | **59,982.59** | **0.00** | **0.00** | **0.00** | **0.00** | **59,982.59** |
| **Passthrough Toll Reimb** | | | | | | | | | | |
| 91282CBA8 | US GOVT | U.S. Treasury Note | 1,844.26 | 1,280.74 | 3,125.00 | 0.00 | 0.00 | 6,433.39 | 0.00 | 7,714.13 |
| LOGIC | LGIP | LOGIC | 0.00 | 128,225.96 | 128,225.96 | 0.00 | 0.00 | 0.00 | 0.00 | 128,225.96 |
| 91282CDV0 | US GOVT | U.S. Treasury Note | 8,845.11 | 13,125.00 | 0.00 | 0.00 | 21,970.11 | 27,008.67 | 0.00 | 40,133.67 |

# Earned Income

| CUSIP | Security Type | Security Description | Beginning Accrued | Interest Earned | Interest Rec'd/ Sold/Matured | Interest Purchased | Ending Accrued | Disc Accr/Prem Amort | Net Realized Gain/Loss | Net Income |
|---|---|---|---|---|---|---|---|---|---|---|
| 3134GXMM3 | AGCY CALL | FHLMC | 2,312.50 | 23,125.00 | 0.00 | 0.00 | 25,437.50 | 0.00 | 0.00 | 23,125.00 |
| 3130ATVC8 | AGCY | FHLB | 108,671.88 | 91,406.25 | 182,812.50 | 0.00 | 17,265.62 | (2,348.55) | 0.00 | 89,057.70 |
| 87971LAF2 | MUNI | TEMPE ARIZ CTFS PARTN | 2,772.35 | 2,772.35 | 0.00 | 0.00 | 5,544.70 | 0.00 | 0.00 | 2,772.35 |
| 3134GXZZ0 | AGCY CALL | FHLMC | 87,777.78 | 100,000.00 | 0.00 | 0.00 | 187,777.78 | 0.00 | 0.00 | 100,000.00 |
| 3130AUPL2 | AGCY CALL | FHLB | 56,656.25 | 80,937.50 | 0.00 | 0.00 | 137,593.75 | 1,913.59 | 0.00 | 82,851.09 |
| **Total Passthrough Toll Reimb** | | | **268,880.12** | **440,872.80** | **314,163.46** | **0.00** | **395,589.46** | **33,007.10** | **0.00** | **473,879.90** |
| **Pooled Funds** | | | | | | | | | | |
| TEXPOOL | LGIP | TexPool | 0.00 | 369,067.23 | 369,067.23 | 0.00 | 0.00 | 0.00 | 0.00 | 369,067.23 |
| TEXPRIME | LGIP | TexPool Prime | 0.00 | 204,906.54 | 204,906.54 | 0.00 | 0.00 | 0.00 | 0.00 | 204,906.54 |
| **Total Pooled Funds** | | | **0.00** | **573,973.77** | **573,973.77** | **0.00** | **0.00** | **0.00** | **0.00** | **573,973.77** |
| **Road Districts** | | | | | | | | | | |
| LGICSHDS3 | LGIP | LOGIC-Somerset Hills #3 Debt Svc | 0.00 | 3,079.91 | 3,079.91 | 0.00 | 0.00 | 0.00 | 0.00 | 3,079.91 |
| LGICSHOP3 | LGIP | LOGIC-Somerset Hills #3 Operating | 0.00 | 189.56 | 189.56 | 0.00 | 0.00 | 0.00 | 0.00 | 189.56 |
| LOGICNWDS | LGIP | LOGIC-Northwoods Rd Debt Svc | 0.00 | 4,634.28 | 4,634.28 | 0.00 | 0.00 | 0.00 | 0.00 | 4,634.28 |
| LOGICPPDS | LGIP | LOGIC-Pearson Place Debt Svc | 0.00 | 13,972.12 | 13,972.12 | 0.00 | 0.00 | 0.00 | 0.00 | 13,972.12 |
| LOGICSHDS | LGIP | LOGIC-Somerset Hills #4 Debt Svc | 0.00 | 5,523.50 | 5,523.50 | 0.00 | 0.00 | 0.00 | 0.00 | 5,523.50 |
| LOGICSHOP | LGIP | LOGIC-Somerset Hills #4 Operating | 0.00 | 157.77 | 157.77 | 0.00 | 0.00 | 0.00 | 0.00 | 157.77 |
| TXPRMARDS | LGIP | TexPool Prime-Avery Ranch Rd Debt Svc | 0.00 | 3,077.22 | 3,077.22 | 0.00 | 0.00 | 0.00 | 0.00 | 3,077.22 |
| **Total Road Districts** | | | **0.00** | **30,634.36** | **30,634.36** | **0.00** | **0.00** | **0.00** | **0.00** | **30,634.36** |
| **Road and Bridge General** | | | | | | | | | | |
| 3130ATBL0 | AGCY | FHLB | 56,892.36 | 33,732.64 | 90,625.00 | 0.00 | 0.00 | 8,220.45 | 0.00 | 41,953.09 |
| TEXPOOL | LGIP | TexPool | 0.00 | 372.02 | 372.02 | 0.00 | 0.00 | 0.00 | 0.00 | 372.02 |
| TEXPRIME | LGIP | TexPool Prime | 0.00 | 350,368.70 | 350,368.70 | 0.00 | 0.00 | 0.00 | 0.00 | 350,368.70 |
| 3130AUS47 | AGCY | FHLB | 38,923.61 | 59,375.00 | 0.00 | 0.00 | 98,298.61 | 1,333.01 | 0.00 | 60,708.01 |
| 78009AD84 | CP | Royal Bank of Canada | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 142,600.00 | 0.00 | 142,600.00 |
| 3130ATUR6 | AGCY | FHLB | 69,375.00 | 57,812.50 | 115,625.00 | 0.00 | 11,562.50 | (1,847.32) | 0.00 | 55,965.18 |
| **Total Road and Bridge General** | | | **165,190.97** | **501,660.86** | **556,990.72** | **0.00** | **109,861.11** | **150,306.15** | **0.00** | **651,967.00** |

# Earned Income

| CUSIP | Security Type | Security Description | Beginning Accrued | Interest Earned | Interest Rec'd/ Sold/Matured | Interest Purchased | Ending Accrued | Disc Accr/Prem Amort | Net Realized Gain/Loss | Net Income |
|---|---|---|---|---|---|---|---|---|---|---|
| **Tobacco Funds** | | | | | | | | | | |
| 3130ATBL0 | AGCY | FHLB | 22,756.94 | 13,493.06 | 36,250.00 | 0.00 | 0.00 | 214.55 | 0.00 | 13,707.60 |
| TEXPRIME | LGIP | TexPool Prime | 0.00 | 91,460.80 | 91,460.80 | 0.00 | 0.00 | 0.00 | 0.00 | 91,460.80 |
| 3130ASHK8 | AGCY | FHLB | 18,576.39 | 15,625.00 | 31,250.00 | 0.00 | 2,951.39 | 2,403.71 | 0.00 | 18,028.71 |
| **Total Tobacco Funds** | | | **41,333.33** | **120,578.86** | **158,960.80** | **0.00** | **2,951.39** | **2,618.26** | **0.00** | **123,197.11** |
| **Grand Total** | | | **4,084,678.02** | **9,960,061.46** | **10,176,783.01** | **(79,466.14)** | **3,947,422.61** | **2,036,272.48** | **0.00** | **11,996,333.94** |

# Investment Transactions

| CUSIP | Trade Date | Settle Date | Security Type | Security Description | Coupon | Maturity Date | Call Date | Par Value | Price | Principal Amount | Interest Purchased/ Received | Total Amount | Realized Gain/Loss | YTM | YTW |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2019 Road Bond** | | | | | | | | | | | | | | | |
| **Buy** | | | | | | | | | | | | | | | |
| CD-1423 | 10/31/23 | 10/31/23 | CD | Round Top State Bank | 5.000 | 01/31/24 | | 21,965.11 | 100.000 | 21,965.11 | 0.00 | 21,965.11 | 0.00 | 5.000 | 5.000 |
| CD-4704-1 | 11/26/23 | 11/26/23 | CD | R Bank | 0.910 | 02/27/24 | | 2,389.20 | 100.000 | 2,389.20 | 0.00 | 2,389.20 | 0.00 | 0.910 | 0.910 |
| CD-1423 | 11/30/23 | 11/30/23 | CD | Round Top State Bank | 5.000 | 01/31/24 | | 22,792.31 | 100.000 | 22,792.31 | 0.00 | 22,792.31 | 0.00 | 5.000 | 5.000 |
| CD-1423 | 12/27/23 | 12/27/23 | CD | Round Top State Bank | 5.000 | 01/31/24 | | 22,149.41 | 100.000 | 22,149.41 | 0.00 | 22,149.41 | 0.00 | 4.998 | 4.998 |
| **Total Buy** | | | | | | | | **69,296.03** | | **69,296.03** | **0.00** | **69,296.03** | **0.00** | | |
| **Coupon** | | | | | | | | | | | | | | | |
| 882723PR4 | 10/01/23 | 10/01/23 | MUNI | TEXAS ST | 2.993 | 10/01/23 | | 0.00 | | 0.00 | 55,744.63 | 55,744.63 | 0.00 | -- | -- |
| 882723A74 | 10/01/23 | 10/01/23 | MUNI | TEXAS ST | 2.531 | 10/01/23 | | 0.00 | | 0.00 | 87,952.25 | 87,952.25 | 0.00 | -- | -- |
| 882724GU5 | 10/01/23 | 10/01/23 | MUNI | TEXAS ST | 3.112 | 10/01/23 | | 0.00 | | 0.00 | 55,860.40 | 55,860.40 | 0.00 | -- | -- |
| 3134GX3L6 | 10/17/23 | 10/17/23 | AGCY CALL | FHLMC | 5.000 | 10/17/25 | 01/17/24 | 0.00 | | 0.00 | 250,000.00 | 250,000.00 | 0.00 | -- | -- |
| 3130ARP96 | 10/28/23 | 10/28/23 | AGCY CALL | FHLB | 3.000 | 04/28/25 | 01/28/24 | 0.00 | | 0.00 | 150,000.00 | 150,000.00 | 0.00 | -- | -- |
| CD-1423 | 10/31/23 | 10/31/23 | CD | Round Top State Bank | 5.000 | 01/31/24 | | 0.00 | | 0.00 | 21,965.11 | 21,965.11 | 0.00 | -- | -- |
| 052414RQ4 | 11/15/23 | 11/15/23 | MUNI | AUSTIN TEX ELEC UTIL SYS REV | 2.574 | 11/15/24 | | 0.00 | | 0.00 | 150,836.40 | 150,836.40 | 0.00 | -- | -- |
| 44244CL88 | 11/15/23 | 11/15/23 | MUNI | HOUSTON TEX UTIL SYS REV | 0.341 | 11/15/23 | | 0.00 | | 0.00 | 7,357.08 | 7,357.08 | 0.00 | -- | -- |
| 3135G06F5 | 11/16/23 | 11/16/23 | AGCY CALL | FNMA | 0.310 | 11/16/23 | | 0.00 | | 0.00 | 15,500.00 | 15,500.00 | 0.00 | -- | -- |
| CD-4704-1 | 11/26/23 | 11/26/23 | CD | R Bank | 0.910 | 02/27/24 | | 0.00 | | 0.00 | 2,389.20 | 2,389.20 | 0.00 | -- | -- |
| 3134GXP73 | 11/28/23 | 11/28/23 | AGCY CALL | FHLMC | 4.000 | 05/28/25 | 02/28/24 | 0.00 | | 0.00 | 200,000.00 | 200,000.00 | 0.00 | -- | -- |
| CD-1423 | 11/30/23 | 11/30/23 | CD | Round Top State Bank | 5.000 | 01/31/24 | | 0.00 | | 0.00 | 22,792.31 | 22,792.31 | 0.00 | -- | -- |
| 3130AS6N4 | 12/06/23 | 12/06/23 | AGCY CALL | FHLB | 3.250 | 06/06/25 | 03/06/24 | 0.00 | | 0.00 | 162,500.00 | 162,500.00 | 0.00 | -- | -- |
| 3130A0F70 | 12/08/23 | 12/08/23 | AGCY | FHLB | 3.375 | 12/08/23 | | 0.00 | | 0.00 | 168,750.00 | 168,750.00 | 0.00 | -- | -- |
| 3130A3GE8 | 12/13/23 | 12/13/23 | AGCY | FHLB | 2.750 | 12/13/24 | | 0.00 | | 0.00 | 137,500.00 | 137,500.00 | 0.00 | -- | -- |
| CD-1423 | 12/27/23 | 12/27/23 | CD | Round Top State Bank | 5.000 | 01/31/24 | | 0.00 | | 0.00 | 22,149.41 | 22,149.41 | 0.00 | -- | -- |
| CD-1423 | 12/31/23 | 12/31/23 | CD | Round Top State Bank | 5.000 | 01/31/24 | | 0.00 | | 0.00 | 22,936.37 | 22,936.37 | 0.00 | -- | -- |
| **Total Coupon** | | | | | | | | **0.00** | | **0.00** | **1,534,233.16** | **1,534,233.16** | **0.00** | | |
| **Maturity** | | | | | | | | | | | | | | | |
| 882723A74 | 10/01/23 | 10/01/23 | MUNI | TEXAS ST | 2.531 | 10/01/23 | | (6,950,000.00) | 100.000 | 6,950,000.00 | 0.00 | 6,950,000.00 | 0.00 | -- | -- |
| 882723PR4 | 10/01/23 | 10/01/23 | MUNI | TEXAS ST | 2.993 | 10/01/23 | | (3,725,000.00) | 100.000 | 3,725,000.00 | 0.00 | 3,725,000.00 | 0.00 | -- | -- |

# Investment Transactions

| CUSIP | Trade Date | Settle Date | Security Type | Security Description | Coupon | Maturity Date | Call Date | Par Value | Price | Principal Amount | Interest Purchased/ Received | Total Amount | Realized Gain/Loss | YTM | YTW |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 882724GU5 | 10/01/23 | 10/01/23 | MUNI | TEXAS ST | 3.112 | 10/01/23 | | (3,590,000.00) | 100.000 | 3,590,000.00 | 0.00 | 3,590,000.00 | 0.00 | -- | -- |
| 44244CL88 | 11/15/23 | 11/15/23 | MUNI | HOUSTON TEX UTIL SYS REV | 0.341 | 11/15/23 | | (4,315,000.00) | 100.000 | 4,315,000.00 | 0.00 | 4,315,000.00 | 0.00 | -- | -- |
| 3135G06F5 | 11/16/23 | 11/16/23 | AGCY CALL | FNMA | 0.310 | 11/16/23 | | (10,000,000.00) | 100.000 | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 | -- | -- |
| 3130A0F70 | 12/08/23 | 12/08/23 | AGCY | FHLB | 3.375 | 12/08/23 | | (10,000,000.00) | 100.000 | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 | -- | -- |
| **Total Maturity** | | | | | | | | **(38,580,000.00)** | | **38,580,000.00** | **0.00** | **38,580,000.00** | **0.00** | | |
| **2021 TAN** | | | | | | | | | | | | | | | |
| **Buy** | | | | | | | | | | | | | | | |
| 89233GGC4 | 10/16/23 | 10/17/23 | CP | Toyota Motor Credit Corp | 0.000 | 07/12/24 | | 10,000,000.00 | 95.816 | 9,581,555.56 | 0.00 | 9,581,555.56 | 0.00 | 5.803 | 5.803 |
| **Total Buy** | | | | | | | | **10,000,000.00** | | **9,581,555.56** | **0.00** | **9,581,555.56** | **0.00** | | |
| **Coupon** | | | | | | | | | | | | | | | |
| 3130ARL25 | 10/25/23 | 10/25/23 | AGCY STEP | FHLB | 3.500 | 04/25/25 | 01/25/24 | 0.00 | | 0.00 | 175,000.00 | 175,000.00 | 0.00 | -- | -- |
| 912828WJ5 | 11/15/23 | 11/15/23 | US GOVT | U.S. Treasury Note | 2.500 | 05/15/24 | | 0.00 | | 0.00 | 125,000.00 | 125,000.00 | 0.00 | -- | -- |
| 3133ENWL0 | 11/16/23 | 11/16/23 | AGCY CALL | FFCB | 2.920 | 05/16/24 | 01/01/24 | 0.00 | | 0.00 | 146,000.00 | 146,000.00 | 0.00 | -- | -- |
| 3130ASHK8 | 12/14/23 | 12/14/23 | AGCY | FHLB | 3.125 | 06/14/24 | | 0.00 | | 0.00 | 156,250.00 | 156,250.00 | 0.00 | -- | -- |
| 3130ATVC8 | 12/14/23 | 12/14/23 | AGCY | FHLB | 4.875 | 06/14/24 | | 0.00 | | 0.00 | 243,750.00 | 243,750.00 | 0.00 | -- | -- |
| 3130AQAF0 | 12/22/23 | 12/22/23 | AGCY CALL | FHLB | 0.800 | 12/22/23 | | 0.00 | | 0.00 | 40,000.00 | 40,000.00 | 0.00 | -- | -- |
| 3135G05C3 | 12/30/23 | 12/30/23 | AGCY CALL | FNMA | 0.750 | 06/30/25 | 03/30/24 | 0.00 | | 0.00 | 28,500.00 | 28,500.00 | 0.00 | -- | -- |
| **Total Coupon** | | | | | | | | **0.00** | | **0.00** | **914,500.00** | **914,500.00** | **0.00** | | |
| **Maturity** | | | | | | | | | | | | | | | |
| 78009BYM8 | 11/21/23 | 11/21/23 | CP | Royal Bank of Canada | 0.000 | 11/21/23 | | (10,000,000.00) | 100.000 | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 | -- | -- |
| 3130AQAF0 | 12/22/23 | 12/22/23 | AGCY CALL | FHLB | 0.800 | 12/22/23 | | (10,000,000.00) | 100.000 | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 | -- | -- |
| **Total Maturity** | | | | | | | | **(20,000,000.00)** | | **20,000,000.00** | **0.00** | **20,000,000.00** | **0.00** | | |
| **2023 TAN** | | | | | | | | | | | | | | | |
| **Coupon** | | | | | | | | | | | | | | | |
| 3130ALUA0 | 10/07/23 | 10/07/23 | AGCY STEP | FHLB | 1.000 | 04/07/25 | 01/07/24 | 0.00 | | 0.00 | 25,000.00 | 25,000.00 | 0.00 | -- | -- |
| 3133EPGX7 | 10/25/23 | 10/25/23 | AGCY | FFCB | 4.875 | 04/25/24 | | 0.00 | | 0.00 | 365,625.00 | 365,625.00 | 0.00 | -- | -- |
| 3134GYSK9 | 11/16/23 | 11/16/23 | AGCY CALL | FHLMC | 5.000 | 05/16/25 | 01/16/24 | 0.00 | | 0.00 | 370,833.33 | 370,833.33 | 0.00 | -- | -- |
| 3133EPNF8 | 12/23/23 | 12/23/23 | AGCY CALL | FFCB | 4.820 | 06/23/26 | 06/23/25 | 0.00 | | 0.00 | 241,000.00 | 241,000.00 | 0.00 | -- | -- |

# Investment Transactions

| CUSIP | Trade Date | Settle Date | Security Type | Security Description | Coupon | Maturity Date | Call Date | Par Value | Price | Principal Amount | Interest Purchased/ Received | Total Amount | Realized Gain/Loss | YTM | YTW |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3130ASG29 | 12/30/23 | 12/30/23 | AGCY CALL | FHLB | 3.600 | 06/30/25 | 03/30/24 | 0.00 | | 0.00 | 180,000.00 | 180,000.00 | 0.00 | -- | -- |
| **Total Coupon** | | | | | | | | **0.00** | | **0.00** | **1,182,458.33** | **1,182,458.33** | **0.00** | | |
| **Maturity** | | | | | | | | | | | | | | | |
| 912797FC6 | 10/26/23 | 10/26/23 | US GOVT | U.S. Treasury Bill | 0.000 | 10/26/23 | | (10,000,000.00) | 100.000 | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 | -- | -- |
| 89233HYA6 | 11/10/23 | 11/10/23 | CP | Toyota Motor Credit Corp | 0.000 | 11/10/23 | | (5,000,000.00) | 100.000 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | -- | -- |
| **Total Maturity** | | | | | | | | **(15,000,000.00)** | | **15,000,000.00** | **0.00** | **15,000,000.00** | **0.00** | | |
| **Conservation Fund** | | | | | | | | | | | | | | | |
| **Coupon** | | | | | | | | | | | | | | | |
| 3130ATVC8 | 12/14/23 | 12/14/23 | AGCY | FHLB | 4.875 | 06/14/24 | | 0.00 | | 0.00 | 73,125.00 | 73,125.00 | 0.00 | -- | -- |
| **Total Coupon** | | | | | | | | **0.00** | | **0.00** | **73,125.00** | **73,125.00** | **0.00** | | |
| **Maturity** | | | | | | | | | | | | | | | |
| 313384PG8 | 11/15/23 | 11/15/23 | AGCY | FHLB | 0.000 | 11/15/23 | | (3,000,000.00) | 100.000 | 3,000,000.00 | 0.00 | 3,000,000.00 | 0.00 | -- | -- |
| **Total Maturity** | | | | | | | | **(3,000,000.00)** | | **3,000,000.00** | **0.00** | **3,000,000.00** | **0.00** | | |
| **County Benefits Program** | | | | | | | | | | | | | | | |
| **Buy** | | | | | | | | | | | | | | | |
| 3130ARGH8 | 10/02/23 | 10/03/23 | AGCY STEP | FHLB | 3.000 | 10/11/24 | | 5,000,000.00 | 97.539 | 4,876,950.00 | 71,666.67 | 4,948,616.67 | 0.00 | 5.508 | 5.508 |
| **Total Buy** | | | | | | | | **5,000,000.00** | | **4,876,950.00** | **71,666.67** | **4,948,616.67** | **0.00** | | |
| **Coupon** | | | | | | | | | | | | | | | |
| 3130ARGH8 | 10/11/23 | 10/11/23 | AGCY STEP | FHLB | 3.000 | 10/11/24 | | 0.00 | | 0.00 | 75,000.00 | 75,000.00 | 0.00 | -- | -- |
| **Total Coupon** | | | | | | | | **0.00** | | **0.00** | **75,000.00** | **75,000.00** | **0.00** | | |
| **Cty Clerk Rcrd** | | | | | | | | | | | | | | | |
| **Coupon** | | | | | | | | | | | | | | | |
| 91282CEK3 | 10/31/23 | 10/31/23 | US GOVT | U.S. Treasury Note | 2.500 | 04/30/24 | | 0.00 | | 0.00 | 25,000.00 | 25,000.00 | 0.00 | -- | -- |
| 91282CDM0 | 11/30/23 | 11/30/23 | US GOVT | U.S. Treasury Note | 0.500 | 11/30/23 | | 0.00 | | 0.00 | 5,000.00 | 5,000.00 | 0.00 | -- | -- |
| **Total Coupon** | | | | | | | | **0.00** | | **0.00** | **30,000.00** | **30,000.00** | **0.00** | | |
| **Maturity** | | | | | | | | | | | | | | | |

# Investment Transactions

| CUSIP | Trade Date | Settle Date | Security Type | Security Description | Coupon | Maturity Date | Call Date | Par Value | Price | Principal Amount | Interest Purchased/ Received | Total Amount | Realized Gain/Loss | YTM | YTW |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 91282CDM0 | 11/30/23 | 11/30/23 | US GOVT | U.S. Treasury Note | 0.500 | 11/30/23 | | (2,000,000.00) | 100.000 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | -- | -- |
| **Total Maturity** | | | | | | | | **(2,000,000.00)** | | **2,000,000.00** | **0.00** | **2,000,000.00** | **0.00** | | |
| **Future Environmental Liability** | | | | | | | | | | | | | | | |
| **Coupon** | | | | | | | | | | | | | | | |
| 91282CBV2 | 10/15/23 | 10/15/23 | US GOVT | U.S. Treasury Note | 0.375 | 04/15/24 | | 0.00 | | 0.00 | 5,625.00 | 5,625.00 | 0.00 | -- | -- |
| **Total Coupon** | | | | | | | | **0.00** | | **0.00** | **5,625.00** | **5,625.00** | **0.00** | | |
| **General Fund-Core Investmnts** | | | | | | | | | | | | | | | |
| **Buy** | | | | | | | | | | | | | | | |
| 3133EPG58 | 11/29/23 | 11/30/23 | AGCY CALL | FFCB | 5.120 | 11/24/27 | 11/24/25 | 9,140,000.00 | 100.070 | 9,146,398.00 | 7,799.47 | 9,154,197.47 | 0.00 | 5.082 | 5.082 |
| **Total Buy** | | | | | | | | **9,140,000.00** | | **9,146,398.00** | **7,799.47** | **9,154,197.47** | **0.00** | | |
| **Coupon** | | | | | | | | | | | | | | | |
| 3136G43L5 | 09/30/23 | 09/30/23 | AGCY CALL | FNMA | 0.550 | 09/30/25 | 09/30/24 | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | -- | -- |
| 3130ALYC2 | 10/29/23 | 10/29/23 | AGCY CALL | FHLB | 1.140 | 04/29/26 | 01/29/24 | 0.00 | | 0.00 | 28,500.00 | 28,500.00 | 0.00 | -- | -- |
| 88213ADS1 | 11/15/23 | 11/15/23 | MUNI | BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM | 2.666 | 05/15/25 | | 0.00 | | 0.00 | 60,518.20 | 60,518.20 | 0.00 | -- | -- |
| 88213ALU7 | 11/15/23 | 11/15/23 | MUNI | BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM | 2.762 | 05/15/24 | | 0.00 | | 0.00 | 31,555.85 | 31,555.85 | 0.00 | -- | -- |
| 3130AMGG1 | 11/26/23 | 11/26/23 | AGCY STEP | FHLB | 0.600 | 05/26/26 | 02/26/24 | 0.00 | | 0.00 | 15,000.00 | 15,000.00 | 0.00 | -- | -- |
| 3133EMHL9 | 11/30/23 | 11/30/23 | AGCY CALL | FFCB | 0.310 | 11/30/23 | | 0.00 | | 0.00 | 15,500.00 | 15,500.00 | 0.00 | -- | -- |
| **Total Coupon** | | | | | | | | **0.00** | | **0.00** | **151,074.05** | **151,074.05** | **0.00** | | |
| **Maturity** | | | | | | | | | | | | | | | |
| 3133EMHL9 | 11/30/23 | 11/30/23 | AGCY CALL | FFCB | 0.310 | 11/30/23 | | (10,000,000.00) | 100.000 | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 | -- | -- |
| **Total Maturity** | | | | | | | | **(10,000,000.00)** | | **10,000,000.00** | **0.00** | **10,000,000.00** | **0.00** | | |
| **General Fund-Liquid Investmnts** | | | | | | | | | | | | | | | |
| **Buy** | | | | | | | | | | | | | | | |

# Investment Transactions

| CUSIP | Trade Date | Settle Date | Security Type | Security Description | Coupon | Maturity Date | Call Date | Par Value | Price | Principal Amount | Interest Purchased/ Received | Total Amount | Realized Gain/Loss | YTM | YTW |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 16085GDP0 | 11/28/23 | 11/28/23 | CP | The Charlotte-Mecklenburg Hospital Authority | 0.000 | 04/23/24 | | 10,500,000.00 | 97.730 | 10,261,615.00 | 0.00 | 10,261,615.00 | 0.00 | 5.689 | 5.689 |
| **Total Buy** | | | | | | | | **10,500,000.00** | | **10,261,615.00** | **0.00** | **10,261,615.00** | **0.00** | | |
| **Maturity** | | | | | | | | | | | | | | | |
| 78009BX23 | 10/02/23 | 10/02/23 | CP | Royal Bank of Canada | 0.000 | 10/02/23 | | (10,000,000.00) | 100.000 | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 | -- | -- |
| 89233HXG4 | 10/16/23 | 10/16/23 | CP | Toyota Motor Credit Corp | 0.000 | 10/16/23 | | (10,000,000.00) | 100.000 | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 | -- | -- |
| 313384NQ8 | 10/30/23 | 10/30/23 | AGCY | FHLB | 0.000 | 10/30/23 | | (10,000,000.00) | 100.000 | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 | -- | -- |
| 89233HYD0 | 11/13/23 | 11/13/23 | CP | Toyota Motor Credit Corp | 0.000 | 11/13/23 | | (10,000,000.00) | 100.000 | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 | -- | -- |
| 89233HYN8 | 11/22/23 | 11/22/23 | CP | Toyota Motor Credit Corp | 0.000 | 11/22/23 | | (10,000,000.00) | 100.000 | 10,000,000.00 | 0.00 | 10,000,000.00 | 0.00 | -- | -- |
| 16085HYU4 | 11/28/23 | 11/28/23 | CP | Carolinas Healthcare System | 0.000 | 11/28/23 | | (10,500,000.00) | 100.000 | 10,500,000.00 | 0.00 | 10,500,000.00 | 0.00 | -- | -- |
| **Total Maturity** | | | | | | | | **(60,500,000.00)** | | **60,500,000.00** | **0.00** | **60,500,000.00** | **0.00** | | |
| **Health District** | | | | | | | | | | | | | | | |
| **Maturity** | | | | | | | | | | | | | | | |
| 313384PY9 | 12/01/23 | 12/01/23 | AGCY | FHLB | 0.000 | 12/01/23 | | (2,000,000.00) | 100.000 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | -- | -- |
| **Total Maturity** | | | | | | | | **(2,000,000.00)** | | **2,000,000.00** | **0.00** | **2,000,000.00** | **0.00** | | |
| **Passthrough Toll Reimb** | | | | | | | | | | | | | | | |
| **Coupon** | | | | | | | | | | | | | | | |
| 3130ATVC8 | 12/14/23 | 12/14/23 | AGCY | FHLB | 4.875 | 06/14/24 | | 0.00 | | 0.00 | 182,812.50 | 182,812.50 | 0.00 | -- | -- |
| 91282CBA8 | 12/15/23 | 12/15/23 | US GOVT | U.S. Treasury Note | 0.125 | 12/15/23 | | 0.00 | | 0.00 | 3,125.00 | 3,125.00 | 0.00 | -- | -- |
| **Total Coupon** | | | | | | | | **0.00** | | **0.00** | **185,937.50** | **185,937.50** | **0.00** | | |
| **Maturity** | | | | | | | | | | | | | | | |
| 91282CBA8 | 12/15/23 | 12/15/23 | US GOVT | U.S. Treasury Note | 0.125 | 12/15/23 | | (5,000,000.00) | 100.000 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | -- | -- |
| **Total Maturity** | | | | | | | | **(5,000,000.00)** | | **5,000,000.00** | **0.00** | **5,000,000.00** | **0.00** | | |
| **Road and Bridge General** | | | | | | | | | | | | | | | |
| **Coupon** | | | | | | | | | | | | | | | |
| 3130ATBL0 | 12/08/23 | 12/08/23 | AGCY | FHLB | 3.625 | 12/08/23 | | 0.00 | | 0.00 | 90,625.00 | 90,625.00 | 0.00 | -- | -- |
| 3130ATUR6 | 12/13/23 | 12/13/23 | AGCY | FHLB | 4.625 | 12/13/24 | | 0.00 | | 0.00 | 115,625.00 | 115,625.00 | 0.00 | -- | -- |

# Investment Transactions

| CUSIP | Trade Date | Settle Date | Security Type | Security Description | Coupon | Maturity Date | Call Date | Par Value | Price | Principal Amount | Interest Purchased/ Received | Total Amount | Realized Gain/Loss | YTM | YTW |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Total Coupon** | | | | | | | | **0.00** | | **0.00** | **206,250.00** | **206,250.00** | **0.00** | | |
| **Maturity** | | | | | | | | | | | | | | | |
| 3130ATBL0 | 12/08/23 | 12/08/23 | AGCY | FHLB | 3.625 | 12/08/23 | | (5,000,000.00) | 100.000 | 5,000,000.00 | 0.00 | 5,000,000.00 | 0.00 | -- | -- |
| **Total Maturity** | | | | | | | | **(5,000,000.00)** | | **5,000,000.00** | **0.00** | **5,000,000.00** | **0.00** | | |
| **Tobacco Funds** | | | | | | | | | | | | | | | |
| **Coupon** | | | | | | | | | | | | | | | |
| 3130ATBL0 | 12/08/23 | 12/08/23 | AGCY | FHLB | 3.625 | 12/08/23 | | 0.00 | | 0.00 | 36,250.00 | 36,250.00 | 0.00 | -- | -- |
| 3130ASHK8 | 12/14/23 | 12/14/23 | AGCY | FHLB | 3.125 | 06/14/24 | | 0.00 | | 0.00 | 31,250.00 | 31,250.00 | 0.00 | -- | -- |
| **Total Coupon** | | | | | | | | **0.00** | | **0.00** | **67,500.00** | **67,500.00** | **0.00** | | |
| **Maturity** | | | | | | | | | | | | | | | |
| 3130ATBL0 | 12/08/23 | 12/08/23 | AGCY | FHLB | 3.625 | 12/08/23 | | (2,000,000.00) | 100.000 | 2,000,000.00 | 0.00 | 2,000,000.00 | 0.00 | -- | -- |
| **Total Maturity** | | | | | | | | **(2,000,000.00)** | | **2,000,000.00** | **0.00** | **2,000,000.00** | **0.00** | | |

# Investment Transactions Totals

| Transaction Type | Quantity | Principal Amount | Interest | Total Amount | Realized G/L | YTM | YTW |
|---|---|---|---|---|---|---|---|
| Total Buy | 34,709,296.03 | (33,935,814.59) | (79,466.14) | (34,015,280.73) | 0.00 | 5.530 | 5.530 |
| Total Maturity | (163,080,000.00) | 163,080,000.00 | 0.00 | 163,080,000.00 | 0.00 | 3.302 | 3.305 |
| Total Coupon | 0.00 | 0.00 | *4,425,703.04* | 4,425,703.04 | *0.00* | | |

# Amortization and Accretion

| CUSIP | Settle Date | Security Type | Security Description | Purchase Qty | Orig Price | Original Cost | Amort/Accr for Period | Total Amort/Accr Since Purch | Remaining Disc/ Premium | Ending Book Value |
|---|---|---|---|---|---|---|---|---|---|---|
| **2019 Park Bond** | | | | | | | | | | |
| 3133ELNE0 | 03/06/20 | AGCY | FFCB | 5,000,000.00 | 102.631 | 5,131,550.00 | (8,458.80) | (127,504.48) | 4,045.52 | 5,004,045.52 |
| 283822TH7 | 03/26/21 | MUNI | EL PASO TEX WTR & SWR REV | 5,900,000.00 | 100.902 | 5,953,218.00 | (4,611.42) | (50,210.55) | 3,007.45 | 5,903,007.45 |
| 3130ANP61 | 08/26/21 | AGCY CALL | FHLB | 5,000,000.00 | 100.000 | 5,000,000.00 | 0.00 | 0.00 | 0.00 | 5,000,000.00 |
| 3134GWUG9 | 09/24/20 | AGCY CALL | FHLMC | 5,000,000.00 | 100.000 | 5,000,000.00 | 0.00 | 0.00 | 0.00 | 5,000,000.00 |
| **Total 2019 Park Bond** | | | | **20,900,000.00** | | **21,084,768.00** | **(13,070.22)** | **(177,715.04)** | **7,052.96** | **20,907,052.96** |
| **2019 Road Bond** | | | | | | | | | | |
| 3135G06F5 | 11/16/20 | AGCY CALL | FNMA | 0.00 | 0.000 | 0.00 | 229.91 | 0.00 | 0.00 | 0.00 |
| 3130A0F70 | 08/01/22 | AGCY | FHLB | 0.00 | 0.000 | 0.00 | (6,361.10) | 0.00 | 0.00 | 0.00 |
| 742651DT6 | 03/09/20 | AGCY | PRIVATE EXPORT FUNDING CORP | 10,000,000.00 | 110.405 | 11,040,500.00 | (68,479.62) | (1,030,079.19) | 10,420.81 | 10,010,420.81 |
| CD-1423 | | CD | Round Top State Bank | 5,401,145.34 | 100.000 | 5,401,145.34 | 0.00 | 0.00 | 0.00 | 5,401,145.34 |
| CD-4704-1 | | CD | R Bank | 1,042,844.24 | 100.000 | 1,042,844.24 | 0.00 | 0.00 | 0.00 | 1,042,844.24 |
| 3130A0XE5 | 08/04/22 | AGCY | FHLB | 10,000,000.00 | 100.091 | 10,009,100.00 | (1,499.38) | (8,008.06) | 1,091.94 | 10,001,091.94 |
| 89233GEX0 | 09/08/23 | CP | Toyota Motor Credit Corp | 10,000,000.00 | 95.855 | 9,585,483.33 | 143,366.67 | 179,208.33 | (235,308.34) | 9,764,691.66 |
| 3130AWSB7 | 08/14/23 | AGCY | FHLB | 5,000,000.00 | 100.000 | 5,000,021.30 | (6.51) | (9.91) | 11.39 | 5,000,011.39 |
| 3133ENA91 | 07/22/22 | AGCY | FFCB | 10,000,000.00 | 99.953 | 9,995,253.83 | 597.67 | 3,440.90 | (1,305.27) | 9,998,694.73 |
| 882724SM0 | 07/02/20 | MUNI | TEXAS ST | 4,395,000.00 | 109.659 | 4,819,513.05 | (26,211.16) | (363,101.42) | 61,411.63 | 4,456,411.63 |
| 052414RQ4 | 10/26/20 | MUNI | AUSTIN TEX ELEC UTIL SYS REV | 11,720,000.00 | 108.017 | 12,659,592.40 | (58,629.90) | (735,880.43) | 203,711.97 | 11,923,711.97 |
| 3130A3GE8 | 03/06/20 | AGCY | FHLB | 10,000,000.00 | 109.102 | 10,910,200.00 | (48,450.42) | (726,490.35) | 183,709.65 | 10,183,709.65 |
| 882669BT0 | 12/23/20 | MUNI | TEXAS PUBLIC FINANCE AUTHORITY | 4,000,000.00 | 100.000 | 4,000,000.00 | 0.00 | 0.00 | 0.00 | 4,000,000.00 |
| 3130ANP61 | 08/26/21 | AGCY CALL | FHLB | 5,000,000.00 | 100.000 | 5,000,000.00 | 0.00 | 0.00 | 0.00 | 5,000,000.00 |
| 3130AQX57 | 02/28/22 | AGCY STEP | FHLB | 10,000,000.00 | 100.000 | 10,000,000.00 | 0.00 | 0.00 | 0.00 | 10,000,000.00 |
| 3130ARP96 | 04/28/22 | AGCY CALL | FHLB | 10,000,000.00 | 100.000 | 10,000,000.00 | 0.00 | 0.00 | 0.00 | 10,000,000.00 |
| 3134GXP73 | 08/30/22 | AGCY CALL | FHLMC | 10,000,000.00 | 100.000 | 10,000,000.00 | 0.00 | 0.00 | 0.00 | 10,000,000.00 |
| 3130AS6N4 | 08/08/22 | AGCY CALL | FHLB | 10,000,000.00 | 99.200 | 9,920,000.00 | 7,031.73 | 38,761.46 | (41,238.54) | 9,958,761.46 |
| 3134GXS47 | 08/14/23 | AGCY CALL | FHLMC | 10,000,000.00 | 98.192 | 9,819,200.00 | 21,329.74 | 32,677.20 | (148,122.80) | 9,851,877.20 |
| 3134GWUG9 | 09/24/20 | AGCY CALL | FHLMC | 10,000,000.00 | 100.000 | 10,000,000.00 | 0.00 | 0.00 | 0.00 | 10,000,000.00 |
| 3134GX3L6 | 10/17/22 | AGCY CALL | FHLMC | 10,000,000.00 | 100.000 | 10,000,000.00 | 0.00 | 0.00 | 0.00 | 10,000,000.00 |

# Amortization and Accretion

| CUSIP | Settle Date | Security Type | Security Description | Purchase Qty | Orig Price | Original Cost | Amort/Accr for Period | Total Amort/Accr Since Purch | Remaining Disc/ Premium | Ending Book Value |
|---|---|---|---|---|---|---|---|---|---|---|
| **Total 2019 Road Bond** | | | | **156,558,989.58** | | **159,202,853.49** | **(37,082.36)** | **(2,609,481.46)** | **34,382.45** | **156,593,372.03** |
| **2021 TAN** | | | | | | | | | | |
| 78009BYM8 | 04/24/23 | CP | Royal Bank of Canada | 0.00 | 0.000 | 0.00 | 74,375.00 | 0.00 | 0.00 | 0.00 |
| 3130AV2E1 | 02/28/23 | AGCY | FHLB | 10,000,000.00 | 99.775 | 9,977,529.00 | 5,769.25 | 19,272.83 | (3,198.17) | 9,996,801.83 |
| 3130AT3H8 | 09/07/22 | AGCY | FHLB | 10,000,000.00 | 99.598 | 9,959,800.00 | 6,845.06 | 35,215.01 | (4,984.99) | 9,995,015.01 |
| 912828WJ5 | 05/31/23 | US GOVT | U.S. Treasury Note | 10,000,000.00 | 97.414 | 9,741,406.25 | 67,951.56 | 157,179.87 | (101,413.88) | 9,898,586.12 |
| 3133ENWL0 | 05/16/22 | AGCY CALL | FFCB | 10,000,000.00 | 100.000 | 10,000,000.00 | 0.00 | 0.00 | 0.00 | 10,000,000.00 |
| 3130ASHK8 | 09/07/22 | AGCY | FHLB | 10,000,000.00 | 99.158 | 9,915,800.00 | 12,018.54 | 62,332.40 | (21,867.60) | 9,978,132.40 |
| 3130ATVC8 | 02/28/23 | AGCY | FHLB | 10,000,000.00 | 99.500 | 9,950,041.80 | 9,401.25 | 32,741.93 | (17,216.27) | 9,982,783.73 |
| 89233GGC4 | 10/17/23 | CP | Toyota Motor Credit Corp | 10,000,000.00 | 95.816 | 9,581,555.56 | 118,222.22 | 118,222.22 | (300,222.22) | 9,699,777.78 |
| 3130AT6G7 | 09/07/22 | AGCY | FHLB | 10,000,000.00 | 99.769 | 9,976,900.00 | 2,901.18 | 14,986.37 | (8,113.63) | 9,991,886.37 |
| 3133XVDG3 | 09/27/22 | AGCY | FHLB | 10,000,000.00 | 99.805 | 9,980,480.00 | 2,518.26 | 12,455.84 | (7,064.16) | 9,992,935.84 |
| 3130ARL25 | 04/25/22 | AGCY STEP | FHLB | 10,000,000.00 | 100.000 | 10,000,000.00 | 0.00 | 0.00 | 0.00 | 10,000,000.00 |
| 3135G05C3 | 08/02/23 | AGCY CALL | FNMA | 7,600,000.00 | 92.125 | 7,001,500.00 | 76,052.30 | 125,630.35 | (472,869.65) | 7,127,130.35 |
| 3133EL2S2 | 08/02/23 | AGCY CALL | FFCB | 2,000,000.00 | 91.648 | 1,832,960.00 | 20,044.46 | 33,121.90 | (133,918.10) | 1,866,081.90 |
| **Total 2021 TAN** | | | | **109,600,000.00** | | **107,917,972.61** | **396,099.08** | **611,158.74** | **(1,070,868.65)** | **108,529,131.35** |
| **2023 TAN** | | | | | | | | | | |
| 912797FC6 | 05/24/23 | US GOVT | U.S. Treasury Bill | 0.00 | 0.000 | 0.00 | 36,111.11 | 0.00 | 0.00 | 0.00 |
| 89233HYA6 | 05/16/23 | CP | Toyota Motor Credit Corp | 0.00 | 0.000 | 0.00 | 28,666.67 | 0.00 | 0.00 | 0.00 |
| 89233GAN6 | 06/27/23 | CP | Toyota Motor Credit Corp | 10,000,000.00 | 96.790 | 9,678,952.78 | 141,322.22 | 288,788.89 | (32,258.33) | 9,967,741.67 |
| 46640PC19 | 06/07/23 | CP | J.P. Morgan Securities LLC | 10,000,000.00 | 95.987 | 9,598,744.44 | 137,744.45 | 311,422.23 | (89,833.33) | 9,910,166.67 |
| 78009AC85 | 06/13/23 | CP | Royal Bank of Canada | 10,000,000.00 | 95.890 | 9,589,027.78 | 140,555.55 | 308,611.11 | (102,361.11) | 9,897,638.89 |
| 3133EPGX7 | 05/16/23 | AGCY | FFCB | 15,000,000.00 | 100.126 | 15,018,930.15 | (5,126.17) | (12,400.36) | 6,529.79 | 15,006,529.79 |
| 3130AQV26 | 05/16/23 | AGCY CALL | FHLB | 10,000,000.00 | 96.090 | 9,609,025.20 | 75,604.29 | 186,088.91 | (204,885.89) | 9,795,114.11 |
| 3130ALUA0 | 08/31/23 | AGCY STEP | FHLB | 5,000,000.00 | 93.616 | 4,680,807.00 | 48,904.22 | 65,022.38 | (254,170.62) | 4,745,829.38 |
| 3134GYSK9 | 05/18/23 | AGCY CALL | FHLMC | 15,000,000.00 | 99.780 | 14,967,000.00 | 4,047.04 | 9,901.66 | (23,098.34) | 14,976,901.66 |
| 3130ASG29 | 06/12/23 | AGCY CALL | FHLB | 10,000,000.00 | 97.447 | 9,744,700.00 | 30,200.63 | 66,834.99 | (188,465.01) | 9,811,534.99 |
| 3130ASY78 | 08/03/23 | AGCY CALL | FHLB | 8,500,000.00 | 97.640 | 8,299,400.00 | 23,086.60 | 38,514.31 | (162,085.69) | 8,337,914.31 |
| 3133EPNF8 | 09/11/23 | AGCY CALL | FFCB | 10,000,000.00 | 99.278 | 9,927,754.50 | 6,707.43 | 8,178.02 | (64,067.48) | 9,935,932.52 |

# Amortization and Accretion

| CUSIP | Settle Date | Security Type | Security Description | Purchase Qty | Orig Price | Original Cost | Amort/Accr for Period | Total Amort/Accr Since Purch | Remaining Disc/ Premium | Ending Book Value |
|---|---|---|---|---|---|---|---|---|---|---|
| **Total 2023 TAN** | | | | **103,500,000.00** | | **101,114,341.85** | **667,824.05** | **1,270,962.14** | **(1,114,696.01)** | **102,385,303.99** |
| **Conservation Fund** | | | | | | | | | | |
| 313384PG8 | 11/16/22 | AGCY | FHLB | 0.00 | 0.000 | 0.00 | 17,531.45 | 0.00 | 0.00 | 0.00 |
| 3130ATVC8 | 11/29/22 | AGCY | FHLB | 3,000,000.00 | 100.134 | 3,004,026.00 | (709.52) | (2,729.17) | 1,296.83 | 3,001,296.83 |
| 3130AQV26 | 05/16/23 | AGCY CALL | FHLB | 3,000,000.00 | 96.090 | 2,882,707.56 | 22,681.29 | 55,826.67 | (61,465.77) | 2,938,534.23 |
| **Total Conservation Fund** | | | | **6,000,000.00** | | **5,886,733.56** | **39,503.22** | **53,097.51** | **(60,168.93)** | **5,939,831.07** |
| **County Benefits Program** | | | | | | | | | | |
| 3130ARGH8 | 10/03/23 | AGCY STEP | FHLB | 5,000,000.00 | 97.539 | 4,876,950.00 | 29,254.96 | 29,254.96 | (93,795.04) | 4,906,204.96 |
| **Total County Benefits Program** | | | | **5,000,000.00** | | **4,876,950.00** | **29,254.96** | **29,254.96** | **(93,795.04)** | **4,906,204.96** |
| **Cty Clerk Rcrd Mgmt&Prsrvation** | | | | | | | | | | |
| 91282CDM0 | 05/11/22 | US GOVT | U.S. Treasury Note | 0.00 | 0.000 | 0.00 | 6,466.74 | 0.00 | 0.00 | 0.00 |
| 91282CEK3 | 05/11/22 | US GOVT | U.S. Treasury Note | 2,000,000.00 | 99.805 | 1,996,093.75 | 505.60 | 3,241.67 | (664.58) | 1,999,335.42 |
| **Total Cty Clerk Rcrd Mgmt&Prsrvation** | | | | **2,000,000.00** | | **1,996,093.75** | **6,972.34** | **3,241.67** | **(664.58)** | **1,999,335.42** |
| **Future Environmental Liability** | | | | | | | | | | |
| 91282CBV2 | 04/06/22 | US GOVT | U.S. Treasury Note | 3,000,000.00 | 95.719 | 2,871,562.50 | 16,224.17 | 109,885.13 | (18,552.37) | 2,981,447.63 |
| **Total Future Environmental Liability** | | | | **3,000,000.00** | | **2,871,562.50** | **16,224.17** | **109,885.13** | **(18,552.37)** | **2,981,447.63** |
| **General Fund-Core Investmnts** | | | | | | | | | | |
| 3133EMHL9 | 12/03/20 | AGCY CALL | FFCB | 0.00 | 0.000 | 0.00 | 492.25 | 0.00 | 0.00 | 0.00 |
| 742651DT6 | 03/16/20 | AGCY | PRIVATE EXPORT FUNDING CORP | 4,900,000.00 | 109.674 | 5,374,026.00 | (31,443.58) | (469,241.11) | 4,784.89 | 4,904,784.89 |
| 882806HF2 | 07/29/20 | MUNI | Texas Tech University - Rev | 1,000,000.00 | 100.000 | 1,000,000.00 | 0.00 | 0.00 | 0.00 | 1,000,000.00 |
| 88213ALU7 | 12/18/20 | MUNI | BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM | 2,285,000.00 | 108.200 | 2,472,370.00 | (13,877.96) | (166,879.83) | 20,490.17 | 2,305,490.17 |

# Amortization and Accretion

| CUSIP | Settle Date | Security Type | Security Description | Purchase Qty | Orig Price | Original Cost | Amort/Accr for Period | Total Amort/Accr Since Purch | Remaining Disc/ Premium | Ending Book Value |
|---|---|---|---|---|---|---|---|---|---|---|
| 3134GXZZ0 | 07/12/22 | AGCY CALL | FHLMC | 5,500,000.00 | 100.000 | 5,500,000.00 | 0.00 | 0.00 | 0.00 | 5,500,000.00 |
| 521841D45 | 06/23/21 | MUNI | LEANDER TEX INDPT SCH DIST | 1,000,000.00 | 98.238 | 982,380.00 | 1,407.41 | 14,108.45 | (3,511.55) | 996,488.45 |
| 3137EAEP0 | 03/02/20 | AGCY | FHLMC | 5,000,000.00 | 102.291 | 5,114,550.00 | (5,865.50) | (88,229.87) | 26,320.13 | 5,026,320.13 |
| 882806ES7 | 03/26/21 | MUNI | Texas Tech University - Rev | 5,740,000.00 | 108.652 | 6,236,624.80 | (32,105.17) | (351,825.37) | 144,799.43 | 5,884,799.43 |
| 3133EPCW3 | 03/10/23 | AGCY | FFCB | 5,000,000.00 | 99.720 | 4,986,000.00 | 1,746.18 | 5,512.46 | (8,487.54) | 4,991,512.46 |
| 88213ADS1 | 07/08/20 | MUNI | BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM | 4,540,000.00 | 109.363 | 4,965,080.20 | (22,166.42) | (303,539.12) | 121,541.08 | 4,661,541.08 |
| 87971LAG0 | 07/21/21 | MUNI | TEMPE ARIZ CTFS PARTN | 1,000,000.00 | 100.000 | 1,000,000.00 | 0.00 | 0.00 | 0.00 | 1,000,000.00 |
| 3133EPRS6 | 08/17/23 | AGCY | FFCB | 5,000,000.00 | 99.614 | 4,980,682.90 | 2,458.84 | 3,661.54 | (15,655.56) | 4,984,344.44 |
| 3136G43L5 | 09/30/20 | AGCY CALL | FNMA | 5,000,000.00 | 100.000 | 5,000,000.00 | 0.00 | 0.00 | 0.00 | 5,000,000.00 |
| 3130ALYC2 | 04/29/21 | AGCY CALL | FHLB | 5,000,000.00 | 100.000 | 5,000,000.00 | 0.00 | 0.00 | 0.00 | 5,000,000.00 |
| 3130AMGG1 | 05/26/21 | AGCY STEP | FHLB | 5,000,000.00 | 100.000 | 5,000,000.00 | 0.00 | 0.00 | 0.00 | 5,000,000.00 |
| 3133EPG58 | 11/30/23 | AGCY CALL | FFCB | 9,140,000.00 | 100.070 | 9,146,398.00 | (259.80) | (259.80) | 6,138.20 | 9,146,138.20 |
| 3133EPTA3 | 09/11/23 | AGCY CALL | FFCB | 11,000,000.00 | 99.510 | 10,946,100.00 | 2,686.86 | 3,270.96 | (50,629.04) | 10,949,370.96 |
| **Total General Fund-Core Investmnts** | | | | **76,105,000.00** | | **77,704,211.90** | **(96,926.87)** | **(1,353,421.68)** | **245,790.22** | **76,350,790.22** |
| **General Fund-Liquid Investmnts** | | | | | | | | | | |
| 78009BX23 | 01/05/23 | CP | Royal Bank of Canada | 0.00 | 0.000 | 0.00 | 1,408.33 | 0.00 | 0.00 | 0.00 |
| 89233HXG4 | 01/24/23 | CP | Toyota Motor Credit Corp | 0.00 | 0.000 | 0.00 | 20,833.33 | 0.00 | 0.00 | 0.00 |
| 313384NQ8 | 02/28/23 | AGCY | FHLB | 0.00 | 0.000 | 0.00 | 40,909.80 | 0.00 | 0.00 | 0.00 |
| 89233HYD0 | 03/22/23 | CP | Toyota Motor Credit Corp | 0.00 | 0.000 | 0.00 | 58,169.45 | 0.00 | 0.00 | 0.00 |
| 89233HYN8 | 03/01/23 | CP | Toyota Motor Credit Corp | 0.00 | 0.000 | 0.00 | 75,833.33 | 0.00 | 0.00 | 0.00 |
| 16085HYU4 | 06/06/23 | CP | Carolinas Healthcare System | 0.00 | 0.000 | 0.00 | 90,504.17 | 0.00 | 0.00 | 0.00 |
| 89233GDC7 | 07/19/23 | CP | Toyota Motor Credit Corp | 10,000,000.00 | 95.816 | 9,581,622.22 | 143,622.22 | 259,144.44 | (159,233.34) | 9,840,766.66 |
| 16085GDP0 | 11/28/23 | CP | The Charlotte-Mecklenburg Hospital Authority | 10,500,000.00 | 97.730 | 10,261,615.00 | 55,136.67 | 55,136.67 | (183,248.33) | 10,316,751.67 |
| 89233GDS2 | 08/02/23 | CP | Toyota Motor Credit Corp | 10,000,000.00 | 95.772 | 9,577,155.56 | 145,155.55 | 239,822.22 | (183,022.22) | 9,816,977.78 |
| 78009AFM1 | 09/27/23 | CP | Royal Bank of Canada | 10,000,000.00 | 95.831 | 9,583,111.11 | 143,111.11 | 149,333.33 | (267,555.56) | 9,732,444.44 |
| **Total General Fund-Liquid Investmnts** | | | | **40,500,000.00** | | **39,003,503.89** | **774,683.97** | **703,436.66** | **(793,059.45)** | **39,706,940.55** |
| **Health District** | | | | | | | | | | |

# Amortization and Accretion

| CUSIP | Settle Date | Security Type | Security Description | Purchase Qty | Orig Price | Original Cost | Amort/Accr for Period | Total Amort/Accr Since Purch | Remaining Disc/ Premium | Ending Book Value |
|---|---|---|---|---|---|---|---|---|---|---|
| 313384PY9 | 03/07/23 | AGCY | FHLB | 0.00 | 0.000 | 0.00 | 17,410.54 | 0.00 | 0.00 | 0.00 |
| 3130AFW94 | 06/12/23 | AGCY | FHLB | 3,000,000.00 | 98.137 | 2,944,097.31 | 20,928.12 | 46,121.07 | (9,781.62) | 2,990,218.38 |
| 89233GEH5 | 08/24/23 | CP | Toyota Motor Credit Corp | 2,000,000.00 | 95.861 | 1,917,230.00 | 28,520.00 | 40,300.00 | (42,470.00) | 1,957,530.00 |
| **Total Health District** | | | | **5,000,000.00** | | **4,861,327.31** | **66,858.66** | **86,421.07** | **(52,251.62)** | **4,947,748.38** |
| **Passthrough Toll Reimb** | | | | | | | | | | |
| 91282CBA8 | 01/04/22 | US GOVT | U.S. Treasury Note | 0.00 | 0.000 | 0.00 | 6,433.39 | 0.00 | 0.00 | 0.00 |
| 91282CDV0 | 05/06/22 | US GOVT | U.S. Treasury Note | 6,000,000.00 | 96.922 | 5,815,312.50 | 27,008.67 | 175,880.33 | (8,807.17) | 5,991,192.83 |
| 3134GXMM3 | 03/22/22 | AGCY CALL | FHLMC | 5,000,000.00 | 100.000 | 5,000,000.00 | 0.00 | 0.00 | 0.00 | 5,000,000.00 |
| 3130ATVC8 | 02/07/23 | AGCY | FHLB | 7,500,000.00 | 100.154 | 7,511,565.00 | (2,348.55) | (7,272.92) | 4,292.08 | 7,504,292.08 |
| 87971LAF2 | 07/21/21 | MUNI | TEMPE ARIZ CTFS PARTN | 1,780,000.00 | 100.000 | 1,780,000.00 | 0.00 | 0.00 | 0.00 | 1,780,000.00 |
| 3134GXZZ0 | 07/12/22 | AGCY CALL | FHLMC | 10,000,000.00 | 100.000 | 10,000,000.00 | 0.00 | 0.00 | 0.00 | 10,000,000.00 |
| 3130AUPL2 | 02/15/23 | AGCY CALL | FHLB | 6,475,000.00 | 99.700 | 6,455,575.00 | 1,913.59 | 6,782.61 | (12,642.39) | 6,462,357.61 |
| **Total Passthrough Toll Reimb** | | | | **36,755,000.00** | | **36,562,452.50** | **33,007.10** | **175,390.02** | **(17,157.48)** | **36,737,842.52** |
| **Road and Bridge General** | | | | | | | | | | |
| 3130ATBL0 | 09/27/22 | AGCY | FHLB | 0.00 | 0.000 | 0.00 | 8,220.45 | 0.00 | 0.00 | 0.00 |
| 3130AUS47 | 02/06/23 | AGCY | FHLB | 5,000,000.00 | 99.895 | 4,994,772.80 | 1,333.01 | 4,763.54 | (463.66) | 4,999,536.34 |
| 78009AD84 | 07/19/23 | CP | Royal Bank of Canada | 10,000,000.00 | 95.908 | 9,590,800.00 | 142,600.00 | 257,300.00 | (151,900.00) | 9,848,100.00 |
| 3130ATUR6 | 02/06/23 | AGCY | FHLB | 5,000,000.00 | 100.262 | 5,013,100.00 | (1,847.32) | (5,925.88) | 7,174.12 | 5,007,174.12 |
| **Total Road and Bridge General** | | | | **20,000,000.00** | | **19,598,672.80** | **150,306.15** | **256,137.67** | **(145,189.53)** | **19,854,810.47** |
| **Tobacco Funds** | | | | | | | | | | |
| 3130ATBL0 | 09/08/22 | AGCY | FHLB | 0.00 | 0.000 | 0.00 | 214.55 | 0.00 | 0.00 | 0.00 |
| 3130ASHK8 | 09/07/22 | AGCY | FHLB | 2,000,000.00 | 99.158 | 1,983,160.00 | 2,403.71 | 12,466.48 | (4,373.52) | 1,995,626.48 |
| **Total Tobacco Funds** | | | | **2,000,000.00** | | **1,983,160.00** | **2,618.26** | **12,466.48** | **(4,373.52)** | **1,995,626.48** |
| **Grand Total** | | | | **586,918,989.58** | | **584,664,604.16** | **2,036,272.48** | **(829,166.15)** | **(3,083,551.57)** | **583,835,438.01** |

# Projected Cash Flows

| CUSIP | Security Description | Post Date | Interest | Principal | Total Amount |
|---|---|---|---|---|---|
| **2019 Park Bond** | | | | | |
| 3133ELNE0 | FFCB | 02/14/24 | 35,750.00 | | 35,750.00 |
| 3133ELNE0 | FFCB | 02/14/24 | | 5,000,000.00 | 5,000,000.00 |
| 3130ANP61 | FHLB | 02/26/24 | 17,000.00 | | 17,000.00 |
| 283822TH7 | EL PASO TEX WTR & SWR REV | 03/01/24 | 20,355.00 | | 20,355.00 |
| 283822TH7 | EL PASO TEX WTR & SWR REV | 03/01/24 | | 5,900,000.00 | 5,900,000.00 |
| 3134GWUG9 | FHLMC | 03/25/24 | 14,250.00 | | 14,250.00 |
| 3130ANP61 | FHLB | 08/26/24 | 17,000.00 | | 17,000.00 |
| 3134GWUG9 | FHLMC | 09/24/24 | 14,250.00 | | 14,250.00 |
| **2019 Road Bond** | | | | | |
| CD-1423 | Round Top State Bank | 01/02/24 | 22,936.37 | | 22,936.37 |
| 742651DT6 | PRIVATE EXPORT FUNDING CORP 3.55 01/15/2024 | 01/16/24 | 177,500.00 | | 177,500.00 |
| 742651DT6 | PRIVATE EXPORT FUNDING CORP 3.55 01/15/2024 | 01/16/24 | | 10,000,000.00 | 10,000,000.00 |
| 3133ENA91 | FFCB 3.15 07/15/2024 | 01/16/24 | 157,500.00 | | 157,500.00 |
| CD-1423 | Round Top State Bank | 01/31/24 | 22,936.37 | | 22,936.37 |
| CD-1423 | Round Top State Bank | 01/31/24 | | 5,401,145.34 | 5,401,145.34 |
| 882669BT0 | TEXAS PUBLIC FINANCE AUTHORITY | 02/01/24 | 13,260.00 | | 13,260.00 |
| 882724SM0 | TEXAS ST | 02/01/24 | 65,925.00 | | 65,925.00 |
| 3130ANP61 | FHLB | 02/26/24 | 17,000.00 | | 17,000.00 |
| CD-4704-1 | R Bank | 02/27/24 | 2,417.97 | | 2,417.97 |
| CD-4704-1 | R Bank | 02/27/24 | | 1,042,844.24 | 1,042,844.24 |
| 3130AQX57 | FHLB | 02/28/24 | 112,500.00 | | 112,500.00 |
| 3134GXS47 | FHLMC | 02/28/24 | 210,000.00 | | 210,000.00 |
| 3130A0XE5 | FHLB | 03/08/24 | 162,500.00 | | 162,500.00 |
| 3130A0XE5 | FHLB | 03/08/24 | | 10,000,000.00 | 10,000,000.00 |
| 3134GWUG9 | FHLMC | 03/25/24 | 28,500.00 | | 28,500.00 |
| 3134GX3L6 | FHLMC | 04/17/24 | 250,000.00 | | 250,000.00 |
| 3130ARP96 | FHLB | 04/29/24 | 150,000.00 | | 150,000.00 |
| 052414RQ4 | AUSTIN TEX ELEC UTIL SYS REV | 05/15/24 | 150,836.40 | | 150,836.40 |
| 3134GXP73 | FHLMC | 05/28/24 | 200,000.00 | | 200,000.00 |
| 89233GEX0 | Toyota Motor Credit Corp | 05/31/24 | | 10,000,000.00 | 10,000,000.00 |

# Projected Cash Flows

| CUSIP | Security Description | Post Date | Interest | Principal | Total Amount |
|---|---|---|---|---|---|
| 3130AS6N4 | FHLB | 06/06/24 | 162,500.00 | | 162,500.00 |
| 3130AWSB7 | FHLB | 06/10/24 | 234,754.17 | | 234,754.17 |
| 3130AWSB7 | FHLB | 06/10/24 | | 5,000,000.00 | 5,000,000.00 |
| 3130A3GE8 | FHLB | 06/13/24 | 137,500.00 | | 137,500.00 |
| 3133ENA91 | FFCB | 07/15/24 | 157,500.00 | | 157,500.00 |
| 3133ENA91 | FFCB | 07/15/24 | | 10,000,000.00 | 10,000,000.00 |
| 882669BT0 | TEXAS PUBLIC FINANCE AUTHORITY | 08/01/24 | 13,260.00 | | 13,260.00 |
| 882724SM0 | TEXAS ST | 08/01/24 | 65,925.00 | | 65,925.00 |
| 882724SM0 | TEXAS ST | 08/01/24 | | 4,395,000.00 | 4,395,000.00 |
| 3130ANP61 | FHLB | 08/26/24 | 17,000.00 | | 17,000.00 |
| 3130AQX57 | FHLB | 08/28/24 | 112,500.00 | | 112,500.00 |
| 3134GXS47 | FHLMC | 08/28/24 | 210,000.00 | | 210,000.00 |
| 3134GWUG9 | FHLMC | 09/24/24 | 28,500.00 | | 28,500.00 |
| 3134GX3L6 | FHLMC | 10/17/24 | 250,000.00 | | 250,000.00 |
| 3130ARP96 | FHLB | 10/28/24 | 150,000.00 | | 150,000.00 |
| 052414RQ4 | AUSTIN TEX ELEC UTIL SYS REV | 11/15/24 | 150,836.40 | | 150,836.40 |
| 052414RQ4 | AUSTIN TEX ELEC UTIL SYS REV | 11/15/24 | | 11,720,000.00 | 11,720,000.00 |
| 3134GXP73 | FHLMC | 11/28/24 | 200,000.00 | | 200,000.00 |
| 3130AS6N4 | FHLB | 12/06/24 | 162,500.00 | | 162,500.00 |
| 3130A3GE8 | FHLB | 12/13/24 | 137,500.00 | | 137,500.00 |
| 3130A3GE8 | FHLB | 12/13/24 | | 10,000,000.00 | 10,000,000.00 |
| **2021 TAN** | | | | | |
| 3133EL2S2 | FFCB | 02/05/24 | 6,700.00 | | 6,700.00 |
| 3130AV2E1 | FHLB | 02/21/24 | 250,000.00 | | 250,000.00 |
| 3130AV2E1 | FHLB | 02/21/24 | | 10,000,000.00 | 10,000,000.00 |
| 3130AT3H8 | FHLB | 03/08/24 | 168,750.00 | | 168,750.00 |
| 3130AT3H8 | FHLB | 03/08/24 | | 10,000,000.00 | 10,000,000.00 |
| 3130AT6G7 | FHLB | 03/13/24 | 175,000.00 | | 175,000.00 |
| 3133XVDG3 | FHLB | 03/13/24 | 218,750.00 | | 218,750.00 |
| 3130ARL25 | FHLB | 04/25/24 | 175,000.00 | | 175,000.00 |
| 912828WJ5 | U.S. Treasury Note | 05/15/24 | 125,000.00 | | 125,000.00 |

# Projected Cash Flows

| CUSIP | Security Description | Post Date | Interest | Principal | Total Amount |
|---|---|---|---|---|---|
| 912828WJ5 | U.S. Treasury Note | 05/15/24 | | 10,000,000.00 | 10,000,000.00 |
| 3133ENWL0 | FFCB | 05/16/24 | 146,000.00 | | 146,000.00 |
| 3133ENWL0 | FFCB | 05/16/24 | | 10,000,000.00 | 10,000,000.00 |
| 3130ASHK8 | FHLB | 06/14/24 | 156,250.00 | | 156,250.00 |
| 3130ASHK8 | FHLB | 06/14/24 | | 10,000,000.00 | 10,000,000.00 |
| 3130ATVC8 | FHLB | 06/14/24 | 243,750.00 | | 243,750.00 |
| 3130ATVC8 | FHLB | 06/14/24 | | 10,000,000.00 | 10,000,000.00 |
| 3135G05C3 | FNMA | 07/01/24 | 28,500.00 | | 28,500.00 |
| 89233GGC4 | Toyota Motor Credit Corp | 07/12/24 | | 10,000,000.00 | 10,000,000.00 |
| 3133EL2S2 | FFCB | 08/05/24 | 6,700.00 | | 6,700.00 |
| 3130AT6G7 | FHLB | 09/13/24 | 175,000.00 | | 175,000.00 |
| 3130AT6G7 | FHLB | 09/13/24 | | 10,000,000.00 | 10,000,000.00 |
| 3133XVDG3 | FHLB | 09/13/24 | 218,750.00 | | 218,750.00 |
| 3133XVDG3 | FHLB | 09/13/24 | | 10,000,000.00 | 10,000,000.00 |
| 3130ARL25 | FHLB | 10/25/24 | 225,000.00 | | 225,000.00 |
| 3135G05C3 | FNMA | 12/30/24 | 28,500.00 | | 28,500.00 |
| **2023 TAN** | | | | | |
| 89233GAN6 | Toyota Motor Credit Corp 0.0 01/22/2024 | 01/22/24 | | 10,000,000.00 | 10,000,000.00 |
| 3130ASY78 | FHLB | 02/28/24 | 165,325.00 | | 165,325.00 |
| 46640PC19 | J.P. Morgan Securities LLC | 03/01/24 | | 10,000,000.00 | 10,000,000.00 |
| 3130AQV26 | FHLB | 03/04/24 | 80,500.00 | | 80,500.00 |
| 78009AC85 | Royal Bank of Canada | 03/08/24 | | 10,000,000.00 | 10,000,000.00 |
| 3130ALUA0 | FHLB | 04/08/24 | 25,000.00 | | 25,000.00 |
| 3133EPGX7 | FFCB | 04/25/24 | 365,625.00 | | 365,625.00 |
| 3133EPGX7 | FFCB | 04/25/24 | | 15,000,000.00 | 15,000,000.00 |
| 3134GYSK9 | FHLMC | 05/16/24 | 375,000.00 | | 375,000.00 |
| 3133EPNF8 | FFCB | 06/24/24 | 241,000.00 | | 241,000.00 |
| 3130ASG29 | FHLB | 07/01/24 | 180,000.00 | | 180,000.00 |
| 3130ASY78 | FHLB | 08/28/24 | 165,325.00 | | 165,325.00 |
| 3130AQV26 | FHLB | 09/04/24 | 80,500.00 | | 80,500.00 |
| 3130AQV26 | FHLB | 09/04/24 | | 10,000,000.00 | 10,000,000.00 |

# Projected Cash Flows

| CUSIP | Security Description | Post Date | Interest | Principal | Total Amount |
|---|---|---|---|---|---|
| 3130ALUA0 | FHLB | 10/07/24 | 25,000.00 | | 25,000.00 |
| 3134GYSK9 | FHLMC | 11/18/24 | 375,000.00 | | 375,000.00 |
| 3133EPNF8 | FFCB | 12/23/24 | 241,000.00 | | 241,000.00 |
| 3130ASG29 | FHLB | 12/30/24 | 180,000.00 | | 180,000.00 |
| **Conservation Fund** | | | | | |
| 3130AQV26 | FHLB | 03/04/24 | 24,150.00 | | 24,150.00 |
| 3130ATVC8 | FHLB | 06/14/24 | 73,125.00 | | 73,125.00 |
| 3130ATVC8 | FHLB | 06/14/24 | | 3,000,000.00 | 3,000,000.00 |
| 3130AQV26 | FHLB | 09/04/24 | 24,150.00 | | 24,150.00 |
| 3130AQV26 | FHLB | 09/04/24 | | 3,000,000.00 | 3,000,000.00 |
| **County Benefits Program** | | | | | |
| 3130ARGH8 | FHLB | 04/11/24 | 75,000.00 | | 75,000.00 |
| 3130ARGH8 | FHLB | 10/11/24 | 75,000.00 | | 75,000.00 |
| 3130ARGH8 | FHLB | 10/11/24 | | 5,000,000.00 | 5,000,000.00 |
| **Cty Clerk Rcrd Mgmt&Prsrvation** | | | | | |
| 91282CEK3 | U.S. Treasury Note | 04/30/24 | 25,000.00 | | 25,000.00 |
| 91282CEK3 | U.S. Treasury Note | 04/30/24 | | 2,000,000.00 | 2,000,000.00 |
| **Future Environmental Liability** | | | | | |
| 91282CBV2 | U.S. Treasury Note | 04/15/24 | 5,625.00 | | 5,625.00 |
| 91282CBV2 | U.S. Treasury Note | 04/15/24 | | 3,000,000.00 | 3,000,000.00 |
| **General Fund-Core Investmnts** | | | | | |
| 87971LAG0 | TEMPE ARIZ CTFS PARTN 0.915 07/01/2025 | 01/02/24 | 4,575.00 | | 4,575.00 |
| 3134GXZZ0 | FHLMC 4.0 07/12/2024 | 01/12/24 | 110,000.00 | | 110,000.00 |
| 742651DT6 | PRIVATE EXPORT FUNDING CORP 3.55 01/15/2024 | 01/16/24 | 86,975.00 | | 86,975.00 |
| 742651DT6 | PRIVATE EXPORT FUNDING CORP 3.55 01/15/2024 | 01/16/24 | | 4,900,000.00 | 4,900,000.00 |
| 3133EPRS6 | FFCB | 01/29/24 | 121,875.00 | | 121,875.00 |
| 3137EAEP0 | FHLMC | 02/12/24 | 37,500.00 | | 37,500.00 |

# Projected Cash Flows

| CUSIP | Security Description | Post Date | Interest | Principal | Total Amount |
|---|---|---|---|---|---|
| 3133EPTA3 | FFCB | 02/14/24 | 281,050.00 | | 281,050.00 |
| 882806ES7 | Texas Tech University - Rev | 02/15/24 | 84,980.70 | | 84,980.70 |
| 882806HF2 | Texas Tech University - Rev | 02/15/24 | 3,940.00 | | 3,940.00 |
| 882806HF2 | Texas Tech University - Rev | 02/15/24 | | 1,000,000.00 | 1,000,000.00 |
| 3133EPCW3 | FFCB | 03/11/24 | 125,000.00 | | 125,000.00 |
| 3136G43L5 | FNMA | 04/01/24 | 13,750.00 | | 13,750.00 |
| 3130ALYC2 | FHLB | 04/29/24 | 28,500.00 | | 28,500.00 |
| 88213ADS1 | BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM | 05/15/24 | 60,518.20 | | 60,518.20 |
| 88213ALU7 | BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM | 05/15/24 | 31,555.85 | | 31,555.85 |
| 88213ALU7 | BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM | 05/15/24 | | 2,285,000.00 | 2,285,000.00 |
| 3133EPG58 | FFCB | 05/24/24 | 233,984.00 | | 233,984.00 |
| 3130AMGG1 | FHLB | 05/28/24 | 15,000.00 | | 15,000.00 |
| 87971LAG0 | TEMPE ARIZ CTFS PARTN | 07/01/24 | 4,575.00 | | 4,575.00 |
| 3134GXZZ0 | FHLMC | 07/12/24 | 110,000.00 | | 110,000.00 |
| 3134GXZZ0 | FHLMC | 07/12/24 | | 5,500,000.00 | 5,500,000.00 |
| 3133EPRS6 | FFCB | 07/29/24 | 121,875.00 | | 121,875.00 |
| 3137EAEP0 | FHLMC | 08/12/24 | 37,500.00 | | 37,500.00 |
| 3133EPTA3 | FFCB | 08/14/24 | 281,050.00 | | 281,050.00 |
| 521841D45 | LEANDER TEX INDPT SCH DIST | 08/15/24 | | 1,000,000.00 | 1,000,000.00 |
| 882806ES7 | Texas Tech University - Rev | 08/15/24 | 84,980.70 | | 84,980.70 |
| 3133EPCW3 | FFCB | 09/10/24 | 125,000.00 | | 125,000.00 |
| 3136G43L5 | FNMA | 09/30/24 | 13,750.00 | | 13,750.00 |
| 3130ALYC2 | FHLB | 10/29/24 | 28,500.00 | | 28,500.00 |
| 88213ADS1 | BOARD OF REGENTS TEXAS A & M UNIVERSITY SYSTEM | 11/15/24 | 60,518.20 | | 60,518.20 |
| 3133EPG58 | FFCB | 11/25/24 | 233,984.00 | | 233,984.00 |
| 3130AMGG1 | FHLB | 11/26/24 | 50,000.00 | | 50,000.00 |
| **General Fund-Liquid Investmnts** | | | | | |
| 89233GDC7 | Toyota Motor Credit Corp | 04/12/24 | | 10,000,000.00 | 10,000,000.00 |
| 16085GDP0 | The Charlotte-Mecklenburg Hospital Authority | 04/23/24 | | 10,500,000.00 | 10,500,000.00 |
| 89233GDS2 | Toyota Motor Credit Corp | 04/26/24 | | 10,000,000.00 | 10,000,000.00 |

# Projected Cash Flows

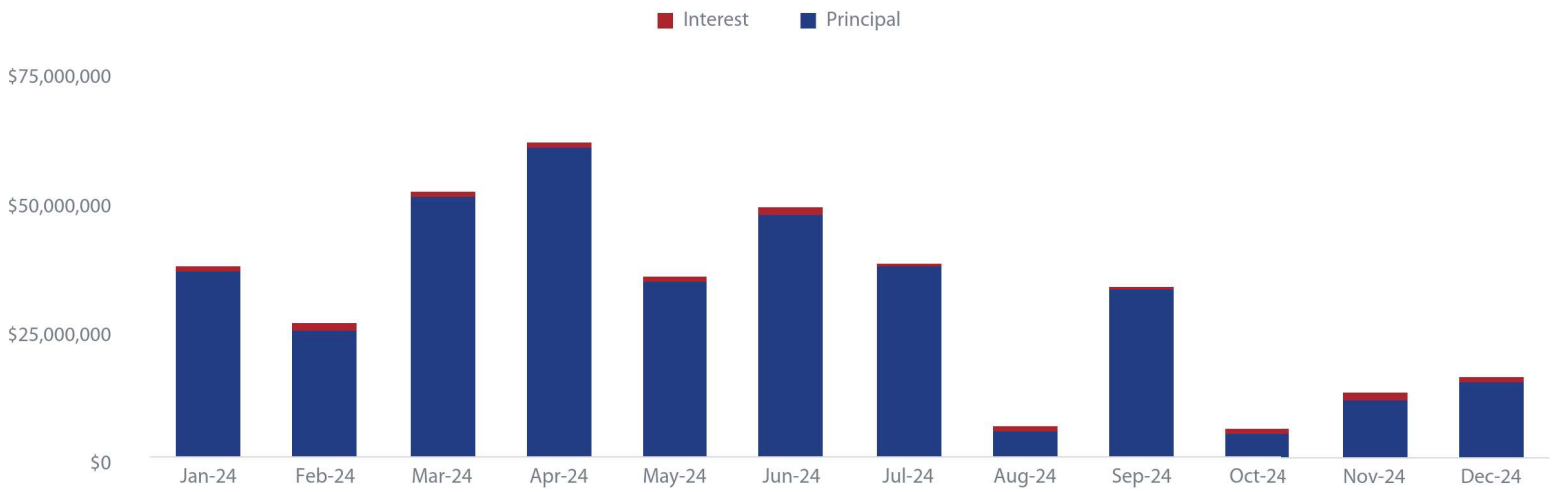
| CUSIP | Security Description | Post Date | Interest | Principal | Total Amount |
|---|---|---|---|---|---|
| 78009AFM1 | Royal Bank of Canada | 06/21/24 | | 10,000,000.00 | 10,000,000.00 |
| **Health District** | | | | | |
| 3130AFW94 | FHLB | 02/13/24 | 37,500.00 | | 37,500.00 |
| 3130AFW94 | FHLB | 02/13/24 | | 3,000,000.00 | 3,000,000.00 |
| 89233GEH5 | Toyota Motor Credit Corp | 05/17/24 | | 2,000,000.00 | 2,000,000.00 |
| **Passthrough Toll Reimb** | | | | | |
| 87971LAF2 | TEMPE ARIZ CTFS PARTN 0.623 07/01/2024 | 01/02/24 | 5,544.70 | | 5,544.70 |
| 3134GXZZ0 | FHLMC 4.0 07/12/2024 | 01/12/24 | 200,000.00 | | 200,000.00 |
| 3130AUPL2 | FHLB | 01/29/24 | 161,875.00 | | 161,875.00 |
| 91282CDV0 | U.S. Treasury Note | 01/31/24 | 26,250.00 | | 26,250.00 |
| 91282CDV0 | U.S. Treasury Note | 01/31/24 | | 6,000,000.00 | 6,000,000.00 |
| 3134GXMM3 | FHLMC | 03/22/24 | 46,250.00 | | 46,250.00 |
| 3134GXMM3 | FHLMC | 03/22/24 | | 5,000,000.00 | 5,000,000.00 |
| 3130ATVC8 | FHLB | 06/14/24 | 182,812.50 | | 182,812.50 |
| 3130ATVC8 | FHLB | 06/14/24 | | 7,500,000.00 | 7,500,000.00 |
| 87971LAF2 | TEMPE ARIZ CTFS PARTN | 07/01/24 | 5,544.70 | | 5,544.70 |
| 87971LAF2 | TEMPE ARIZ CTFS PARTN | 07/01/24 | | 1,780,000.00 | 1,780,000.00 |
| 3134GXZZ0 | FHLMC | 07/12/24 | 200,000.00 | | 200,000.00 |
| 3134GXZZ0 | FHLMC | 07/12/24 | | 10,000,000.00 | 10,000,000.00 |
| 3130AUPL2 | FHLB | 07/29/24 | 161,875.00 | | 161,875.00 |
| **Road and Bridge General** | | | | | |
| 3130AUS47 | FHLB | 02/02/24 | 118,750.00 | | 118,750.00 |
| 3130AUS47 | FHLB | 02/02/24 | | 5,000,000.00 | 5,000,000.00 |
| 78009AD84 | Royal Bank of Canada | 04/08/24 | | 10,000,000.00 | 10,000,000.00 |
| 3130ATUR6 | FHLB | 06/13/24 | 115,625.00 | | 115,625.00 |
| 3130ATUR6 | FHLB | 12/13/24 | 115,625.00 | | 115,625.00 |
| 3130ATUR6 | FHLB | 12/13/24 | | 5,000,000.00 | 5,000,000.00 |
| **Tobacco Funds** | | | | | |
| 3130ASHK8 | FHLB | 06/14/24 | 31,250.00 | | 31,250.00 |

# Projected Cash Flows

| CUSIP | Security Description | Post Date | Interest | Principal | Total Amount |
|---|---|---|---|---|---|
| 3130ASHK8 | FHLB | 06/14/24 | | 2,000,000.00 | 2,000,000.00 |
| **Grand Total** | | | **13,001,506.23** | **361,923,989.58** | **374,925,495.81** |

# Projected Cash Flows Totals

| Month and Year | Interest | Principal | Total Amount |
|---|---|---|---|
| January 2024 | 1,097,967.44 | 36,301,145.34 | 37,399,112.78 |
| February 2024 | 1,459,598.67 | 25,042,844.24 | 26,502,442.91 |
| March 2024 | 1,064,005.00 | 50,900,000.00 | 51,964,005.00 |
| April 2024 | 1,113,500.00 | 60,500,000.00 | 61,613,500.00 |
| May 2024 | 1,337,894.45 | 34,285,000.00 | 35,622,894.45 |
| June 2024 | 1,578,566.67 | 47,500,000.00 | 49,078,566.67 |
| July 2024 | 969,869.70 | 37,280,000.00 | 38,249,869.70 |
| August 2024 | 1,011,240.70 | 5,395,000.00 | 6,406,240.70 |
| September 2024 | 679,900.00 | 33,000,000.00 | 33,679,900.00 |
| October 2024 | 753,500.00 | 5,000,000.00 | 5,753,500.00 |
| November 2024 | 1,070,338.60 | 11,720,000.00 | 12,790,338.60 |
| December 2024 | 865,125.00 | 15,000,000.00 | 15,865,125.00 |
| **Total** | **13,001,506.23** | **361,923,989.58** | **374,925,495.81** |



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**Commissioners Court - Regular Session** **14.**

**Meeting Date:** 02/27/2024

Investment Policy 2024

**Submitted For:** David Heselmeyer **Submitted By:** David Heselmeyer, County Treasurer

**Department:** County Treasurer

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take action on approving the Williamson County Investment Policy for 2024, which was approved by the Investment Committee on January 29, 2024.

### Background

The Williamson County Investment Policy for 2024 remains unchanged from 2023.

## Fiscal Impact

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

## Attachments

2024 Investment Policy

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 09:23 AM |
| Form Started By: David Heselmeyer | | Started On: 02/22/2024 08:32 AM |
| Final Approval Date: 02/22/2024 | | |

# WILLIAMSON COUNTY

## INVESTMENT POLICY

## JANUARY 2024

**WILLIAMSON COUNTY**
INVESTMENT POLICY
January 2024

## I. INVESTMENT AUTHORITY

In accordance with Section 116.112(a) of the Local Government Code and/or Title X, Chapter 2256, Section 2256.005 (f) and (g), the Williamson County Treasurer, under the direction of the Williamson County Commissioners' Court (the "Court"), may invest the County funds that are not immediately required to pay obligations of Williamson County (the "County"). The Treasurer shall act as the Investment Officer of the County. The Commissioners' Court may designate one or more county officers or employees as Investment Officers to assist the Treasurer in investment related duties.

Not less than annually, the Court shall adopt a written resolution stating that it has reviewed the Investment Policy and that the written instrument so adopted shall record any amendments made to the Investment Policy.

## II. SCOPE

This Investment Policy and Strategy applies to all County funds including General Revenue, Road and Bridge, Tobacco, Construction, Reserve funds, Debt Service funds and funds of the County Benefits Program. Additional non-county funds are listed in Section IX of this policy.

## III. INVESTMENT OBJECTIVES

### 111.1 General Statement

Funds of the County will be invested in compliance with federal and state laws, this investment policy and written administrative procedures. The County will invest according to investment strategies for each group of funds as they are adopted by the Court's resolution.

### 111.2 Safety and Maintenance of Liquidity

The County is concerned about the return of its principal; therefore, safety of principal is a primary objective in any investment transaction. The County's investment portfolio must be structured in conformance with an asset/liability management plan that provides for liquidity necessary to pay obligations as they become due.

### 111.3 Diversification

It will be the policy of the County to diversify its portfolio to eliminate the risk of loss resulting from a concentration of assets in a specific maturity (save and except zero duration funds), a specific issuer or a specific class of investments. Investments of the County shall always be selected to provide stability of income and reasonable liquidity.

### 111.4 Yield

The yield objective of the County is to earn the maximum return on its investments within policy guidelines imposed by safety and liquidity objectives, investment strategies for each group of funds as well as state and federal law governing investment of public funds. Investment performance will be measured by weighted average yield to maturity at cost.

### 111.5 Maturity

Portfolio maturities will be structured to meet the obligations of the County first and then to achieve the highest rate of return of interest. When the County has funds not required to meet current-year obligations, maturity restraints will be imposed upon the investment strategy for each group of funds. The maximum allowable stated maturity of any individual investment owned by the County is five (5) years.

### 111.6 Quality and Capability of Investment Management

It is the County's policy to provide training as required by the Public Funds Investment Act. Periodic training in investments, policy and procedures for the County Investment Officer(s) will be provided through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of county investment decisions. The County Investment Officer(s) will be required to attend at least 10 hours of investment training each fiscal year provided through an independent source approved by the County Commissioners' Court or the Investment Advisory Committee. Certification of training for the Investment Officer will be presented for acceptance and entry into the official minutes of the Court.

### 111.7 Competitive Bidding

In order to achieve a fair market price in all its investment transactions, the County requires a competitive bidding process for all individual security purchases and sales except for transactions in money market mutual funds, local government investment pools and depository "sweep" products.

At least three bids or offers must be solicited for all other transactions involving individual securities. The County's Investment Advisor is also required to solicit at least three bids or offers when transacting trades on the County's behalf. In situations where the exact security being offered is not offered by other dealers, offers on the closest comparable investment may be used to establish a fair market price for the security.

### 111.8 Investment Advisors

The County may designate, with approval from the Court, a professional investment advisory firm, registered with the Securities and Exchange Commission under the 1940 Investment Advisors Act, as well as the State Securities Board to assist the County in the management of its funds. This Investment Advisor shall act solely in an advisory and administrative capacity within the guidelines of this policy. The County's relationship with the advisor shall be governed by a formal management contract between the two parties.

## IV. INVESTMENT OBJECTIVES

The overall investment objectives of the County shall be to:

- ✓ Match the suitability of investments to financial requirements;
- ✓ Achieve safety of principal;
- ✓ Maintain required liquidity;
- ✓ Diversify the portfolio by investment type, issuer and maturity sector; and
- ✓ Seek the highest possible yield within policy and cash flow constraints.

## V. INVESTMENT RESPONSIBILITY AND CONTROL

### V.1 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures, investment strategies, and investment performances. Members of the Committee include the County Judge, a County Commissioner, the Tax Assessor/Collector, and the County Auditor. The County Investment Officer will serve as an ex-officio member of the committee. Members should have demonstrated knowledge and expertise in the area of finance, investments, or cash management. The Chair of the Committee will be elected by the Committee and the meetings will be quarterly or more frequently if needed.

### V.2 Liability of Investment Officer

The County Investment Officer is not responsible for any loss of County funds through the failure or negligence of the depository bank. This policy does not release the Investment Officer, or any other person for a loss resulting from any act of official misconduct, or negligence, or for any misappropriation of such funds. The designated Investment Officers shall perform their duties in accordance with the adopted Investment Policy and internal procedures. Investment Officers acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability provided deviations are reported to the Advisory Committee on a timely basis.

### V.3 Audit

The Court will review the Investment Policy and Strategies annually and, at a minimum, will have an annual compliance audit of management controls on investments and adherence to established investment policies. The independent auditor will report the results of the audit to the Court after completion of the audit.

### V.4 Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield.

In determining whether the investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- ✓ the investment of all funds, or funds under the County's control, over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and,
- ✓ whether the investment decision was consistent with the written investment policy of the County.

### V.5 Investment Institution Defined

The County Investment Officer shall invest County funds with any or all of the institutions or groups consistent with federal and state regulations and approved by the Court.

### V.6 Qualifications for Approval of Broker/Dealer

A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with the County. Broker/dealers shall sign an acknowledgement of receipt of policy. The qualified representative of the business organization seeking to sell an authorized investment, specifically public funds investement pools and discretionary investment management firms, shall execute a written instrument, provided by the County that the business organizations has:

- ✓ received and thoroughly reviewed the investment policy of the County; and
- ✓ acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the County and the organization.

The investment officer may not buy any investment instrument from an entity that has not delivered to the County the instrument signed by the qualified representative.

Along with the signed affidavit the business organization shall supply the County with the following:

- ✓ Completed Broker/Dealer questionnaire.
- ✓ Completed Anti-Collusion Agreement.
- ✓ Financial statements (to be provided annually).
- ✓ Delivery instructions.
- ✓ Financial Institutions Regulatory Authority (FINRA) Certification Proof.
- ✓ Texas State Securities Commission Registration Proof.

On an annual basis, the Investment Advisory Committee shall review, revise and adopt a list of qualified brokers authorized to engage in investment transactions with the County.

If the County chooses to utilize the services of an Investment Advisor, the advisor shall be responsible for performing due diligence on the dealers with which it conducts investment transactions, shall present to the Investment Advisory Committee a list of approved broker dealers from which it obtains competitive offers and shall sign the required affidavit on behalf of these approved broker dealers.

### V.7 Standards of Operation

The County Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program set by the Commissioners' Court of the County. The County Investment Officer shall determine the amount of cash available for payments by the County, invest the funds not required in the performance of that duty, and shall exercise good judgment and discretion to effectuate the policies herein set forth. The County Investment Officer shall be authorized to delegate to an employee(s) the authority to place orders for such investments and to perform all acts required to acquire, pay for, hold, sell, exchange, tender or collect investments. Such designated employee(s) must have achieved the same certifications and training hours as the County Investment Officer.

### V.8 Delivery vs. Payment

It will be the policy of the County that all investment securities shall be purchased using "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By doing so, the County funds are not released until the County has received through the Federal Reserve wire, the securities purchased.

### V.9 Standard of Ethics

The designated Investment Officers shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Investment Officers shall refrain from personal business activity that might conflict with proper execution of the investment program or might impair their ability to make impartial investment decisions. Additionally, all Investment Officers shall file with Williamson County and the Texas Ethics Commission a statement disclosing any personal business relationship with any organization seeking to sell investments to the County; or, any relationship within the second degree of affinity or consanguinity to an individual seeking to sell investments to the County. For purposes of this subsection, an Investment Officer has a personal business relationship with a business organization if:

- ✓ the Investment Officer owns 10 percent or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization;
- ✓ funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
- ✓ the Investment Officer has acquired from the business organization during the previous year investments with a book value of $2,500 or more for the personal account of the Investment Officer.

### V.10 Downgrade Provision for Investment Ratings

An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The County shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating. The County shall also monitor the credit ratings on securities that require minimum ratings. This may be accomplished through research, or with the assistance of broker dealers, banks, safekeeping agents or the County's investment advisor.

## VI. INVESTMENT REPORTING

### VI.1 Portfolio Market Valuation

All securities held in the County investment portfolio shall be priced at the current market value on a quarterly basis and reported as part of the Quarterly Investment Report. Regular mark-to-market pricing will ensure awareness of portfolio value and price volatility by County officials. Market values should be obtained from a reputable and independent source including but not limited to Bloomberg, the Wall Street Journal and Interactive Data Corporation (I D C).

### VI.2 Quarterly Investment Report

Not less than quarterly, the investment officer shall prepare and submit to the County Investment Advisory Committee a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

1. describe in detail the investment position of the County on the date of the report;

2. be signed by all investment officers of the County;

3. contain a summary statement of each pooled fund group that states:

   - ✓ beginning market value for the reporting period;
   - ✓ additions and changes to the market value during the period; and
   - ✓ ending market value for the period;

4. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

5. state the maturity date of each separately invested asset that has a maturity date;

6. state the account or fund or pooled group fund in the County for which each individual investment was required; and

7. state compliance of the investment portfolio of the County as it relates to:

   - ✓ strategy expressed in the County's investment policy; and
   - ✓ relevant provisions of the chapter.

The independent auditor shall review reports annually with findings presented to the Court.

### VI.3 Notification of Investment Changes

It shall be the duty of the Investment Officer of the County to notify the Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

## VII. INVESTMENT COLLATERAL AND SAFEKEEPING

### VII.1 Collateralization Policy

Consistent with the requirement of State law, the County requires that all bank deposits to be federally insured or collateralized with authorized securities. Financial institutions serving as county depositories are required to sign a Depository Agreement with the County and the County's safekeeping agent. The safekeeping portion of the Agreement will define the County's rights to collateral in the event of default, bankruptcy, or closing and will establish a perfected security interest in compliance with federal and state regulations. In addition, repurchase agreements must be fully collateralized during the term of the agreement.

### VII.2 Allowable Collateral

Securities eligible as collateral are defined by the Public Funds Collateral Act, as amended, and include all securities permitted under the Public Funds Investment Act. Collateral adequacy shall be verified against monthly safekeeping reports. More frequent verification may be required during periods of high market volatility.

*Certificates of Deposit*

The market value of the principal portion of collateral pledged for certificates of deposit must at all times be *equal to or greater than* the par value of the certificate of deposit plus accrued interest, less the applicable level of FDIC insurance.

*Repurchase Agreements*
A repurchase agreement's collateral level must be maintained at or above 102% of the agreement's outstanding balance plus accrued interest.

### VII.3 Correcting Collateral Deficiencies

*Certificates of Deposit*
If the collateral pledged for a CD falls below the par value of the deposit, plus accrued interest less FDIC insurance, the Bank issuing the CD will be notified by the Investment Officers and will be required to pledge additional securities no later than the end of the next succeeding business day.

*Repurchase Agreements*
If the value of the securities underlying a repurchase agreement falls below the margin maintenance levels specified above, the Investment Officers will request additional securities. If the repurchase agreement is scheduled to mature within five business days and the amount is deemed to be immaterial, then the request is not necessary.

### VII.4 Collateral Substitution

Collateralized certificates of deposit and repurchase agreements often require substitution of collateral. Any broker, dealer or financial institution requesting substitution must contact the Investment Officers for approval and settlement. The only exception to this shall be in the case of a flexible repurchase agreement in which a third-party safekeeping agent is contractually responsible for maintaining collateral at the agreed-upon percentage. The substituted security's value will be calculated and substitution approved if its value is equal to or greater than the required security level. Substitution is permitted, but should be limited if possible to minimize potential administrative problems and transfer expense. In the case of a flexible repurchase agreement, an independent third-party custodian shall be responsible for collateral substitution and maintaining proper securitization.

### VII.5 Safekeeping

All purchased securities shall be registered in the County's name and held in safekeeping at a third-party financial institution, or with the Federal Reserve Bank.

All certificates of deposit, insured by the FDIC, purchased outside the County Depository Bank shall be held in safekeeping by the County.

## VIII. INVESTMENT TYPES

### VIII.1 Authorized Investments

The County Investment Officers shall use any or all of the following authorized investment instruments consistent with Title X, Chapter 2256 of the Texas Government Code:

1. Obligations of the United States or its agencies and instrumentalities, including FHLB letters of credit;

2. Direct obligations of this state or its agencies and instrumentalities;

3. No-load money market mutual funds if the mutual fund:

   - ✓ is regulated by the SEC;
   - ✓ has a dollar-weighted average stated maturity of 60 days or less;
   - ✓ includes in its investment objectives the maintenance of a stable $1.00 net asset value per each share;
   - ✓ is limited as to the amount invested per the requirements set forth in Chapter 2256, Government Code Section 2256.014; and
   - ✓ has supplied the County with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;

4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this state or the United States or their respective agencies or instrumentalities, including any obligation that is fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC).

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment firm not less than A or its equivalent;

6. Certificates of deposit, if issued by a state or national bank located in this state and:

   - ✓ guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; and
   - ✓ secured in any other manner and amount provided by law for deposits of the County;

7. A fully collateralized repurchase agreement, if it:

   - ✓ has a defined termination date;
   - ✓ is secured by any combination of cash and obligations described by Section 2256.009 (a)(1) of the Public Funds Investment Act; and
   - ✓ requires the securities being purchased by the County to be pledged to the County, held in the county's name, and deposited at the time the investment is made with the County or with a third party selected and approved by the County; and
   - ✓ is placed through a primary government securities dealer, approved by the County, or a financial institution doing business in this state; and,
   - ✓ is supported by a Master Repurchase Agreement executed by both parties.

8. Commercial paper is an authorized investment, limited to no more than 10% of the total portfolio per issuer at the time of purchase and no more than 30% total concentration of commercial paper, if the commercial paper:

   - ✓ has a stated maturity of 270 days or fewer from the date of its issuance; and,
   - ✓ is rated not less than A-1 or P-1 or an equivalent rating by at least;

     1. two nationally recognized credit rating agencies; or
     2. one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

9. Eligible investment pools, as defined in the Public Funds Investment Act. Each pool requires a written resolution from the Court authorizing investment in the particular pool.

The investment pool shall invest the funds it receives from entities in authorized investments permitted by the Public Funds Investment Act. The County by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

10. Interest bearing bank savings deposits issued by state and national banks or savings bank or a state or federal credit union (having their main or branch office in Texas) that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund (or their successor organizations). Also included are collateralized interest bearing savings deposits that have secured the uninsured portion of deposits with obligations of the U.S. Treasury and/or Federal agencies and instrumentalities.

### VIII.2 Prohibited Investments

The following securities are not eligible investments for Williamson County:

- ✓ Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- ✓ Obligations whose payment represents the principal payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no interest.
- ✓ Collateralized mortgage obligations (CMO's) that have a stated maturity date of greater than 10 years.
- ✓ CMO's having a coupon rate determined by an index that adjusts opposite to changes in a market index ('Inverse Floater")

## IX. NON-COUNTY FUNDS

The following funds are designated as non-county because they are under the authority of a Williamson County official who chooses to invest the funds within the guidelines designated by the statutes of the State of Texas. These funds may not be considered funds that belong to the County but could be considered a liability for the County. All funds will be invested in compliance with the Public Funds Investment Act and the County's Investment Policy. An exception may be made when required by state law.

### IX.1 Tax Assessor/Collector

County funds are invested to enhance investment return for the County before the County receives the funds. State of Texas funds in the custody of the Tax Assessor/Collector may be invested before remitting to the state or to the entity for whom the Tax Assessor/Collector is contracted to collect taxes.

### IX.2 County Clerk Registry Funds

County Clerk Registry Funds are received by court order from Commissioners' Court, County Court-at-Law, or County Courts. These funds must be deposited in the County depository and then invested according to the court orders. A court order is required from the County Courts and the County Courts-at-Law prior to disbursement of the funds.

### IX.3 District Attorney Forfeiture funds

District Attorney Forfeiture Funds are designated by a court of law and placed under the authority of the District Attorney. These funds must be deposited in the County depository and then may be invested until a District Court order is issued to release the funds.

### IX.4 District Clerk Registry Funds

District Clerk Registry Funds are received by court order from the District Courts. These funds must be deposited in the County depository and then invested according to the court orders. A court order is required from the District Courts prior to the disbursement of the funds.

### IX.5 County Treasurer's Adult Probation Funds

Funds designated as the "County Treasurer's Adult Probation" funds may be invested by the County Investment Officer upon an inter-governmental agreement with the Commissioners' Court and the Williamson County Community Supervision and Corrections Department. All funds invested will adhere to the policies and procedures as set forth in the County's investment policy.

### IX.6 Williamson County/Cities Health District Funds

The County Investment Officer upon an inter-governmental agreement approved by the Commissioners' Court may invest Williamson County/Cities Health District Funds. All funds invested will adhere to the policies and procedures as set forth in the County's investment policy.

### IX.7 Williamson County Benefits Funds

The County Investment Officer upon an inter-governmental agreement approved by the Commissioners' Court may invest Williamson County Benefit Funds. All funds invested will adhere to the policies and procedures as set forth in the County's investment policy.

## X. INVESTMENT FUND STRATEGIES

**PREFACE**

It is the policy of Williamson County that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, adopted Investment Policy and adopted Investment Strategy.

In accordance with the Public Funds Investment Act, the County's investment strategies shall address the following priorities (in order of importance):

- ✓ Understanding the suitability of the investment to the financial requirements of the County,
- ✓ Preservation and safety of principal,
- ✓ Liquidity,
- ✓ Marketability of the investment prior to maturity,
- ✓ Diversification of the investment portfolio, and
- ✓ Yield.

Effective investment strategy development coordinates the primary objectives of the County's Investment Policy and cash management procedures to enhance interest earnings and reduce investment risk. Active cash management will increase the available "investment period" and subsequently interest earnings. Maturity selections shall be based on cash flow and market conditions to take advantage of various interest rate cycles. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with the Investment Policy.

Each major fund type has varying cash flow requirements and liquidity needs. Therefore specific strategies shall be implemented considering the fund's unique requirements. The County's funds shall be analyzed and invested according to the following major fund types:

Operating Funds
Construction and Capital Improvement Funds
Debt Service Funds
Enterprise Funds
Internal Service Funds

## XI. STRATEGIES

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

### A. Operating Funds

Suitability — Any investment eligible in the Investment Policy is suitable for the Operating Funds.

Safety of Principal- All Operating Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the portfolio's weighted average maturity to less than 365 days and restricting the maximum allowable maturity to five (5) years, the price volatility of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — The Operating Fund requires the greatest short-term liquidity of any of the fund types. Short-term investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification — Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Market cycle risk will be reduced by diversifying the appropriate maturity structure out along the maturity curve.

Yield — Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The 6-month Constant Maturity Treasury (CMT) bill shall be the minimum yield objective.

### B. Construction and Capital Improvement Funds

Suitability — Any investment eligible in the Investment Policy is suitable for Construction and Capital Improvement (CC&I) Funds.

Safety of Principal — All CC&I Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the Construction and Capital Improvement Fund's portfolio not to exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — County funds used for construction and capital improvement programs have reasonably predictable draw down schedules. Therefore investment maturities shall generally follow the anticipated cash flow requirements. Investment pools and money market mutual funds shall provide readily available funds generally equal to at least one month's anticipated cash flow needs, or a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request, this investment structure is commonly referred to as a flexible repurchase agreement.

Diversification — Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds and other construction and capital improvement funds. With bond proceeds, if investment rates exceed the applicable arbitrage yield, the County is best served by locking in most investments. If the arbitrage yield can not be exceeded, then concurrent market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger lumps. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield with any County funds.

Yield — Achieving a positive spread to the applicable arbitrage yield is the desired objective for bond proceeds. Non-bond proceeds construction and capital project funds will seek to exceed the 6-month Constant Maturity Treasury average.

## C. Debt Service Funds

Suitability — Any investment eligible in the Investment Policy is suitable for the Debt Service Fund.

Safety of Principal — All Debt Service Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the Debt Service Fund's portfolio not to exceed the debt service payment schedule, the market risk of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash requirement is not probable.

Liquidity — Debt service funds have predictable payment schedules. Therefore investment maturities shall not exceed the anticipated cash flow requirements. Investment pools and money market mutual funds shall provided a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if

disbursements are allowed in the amount necessary to satisfy any debt service payment; this investment structure is commonly referred to as a flexible repurchase agreement.

Diversification — Market conditions influence the attractiveness of fully extending maturity to the next “un-funded” payment date. Generally, if investment rates are trending down, the County is best served by locking in most investments. If interest rates are flat or trending up, then concurrent market conditions will determine the attractiveness of extending maturity or investing in shorter alternatives. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield — Attaining a competitive market yield for comparable security types and portfolio restrictions is the desired objective. The 6-month Constant Maturity Treasury (CMT) bill shall be the minimum yield objective.

**D. Enterprise Funds**

Suitability — Any investment eligible in the Investment Policy is suitable for the Enterprise Funds.

Safety of Principal — All Enterprise Funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the weighted average days to maturity for the Enterprise Fund portfolio to less than 365 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market “spreads” between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — The Enterprise Fund requires short-term liquidity. Constant dollar investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification — Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Market cycle risk will be reduced by diversifying the appropriate maturity structure out along the maturity curve.

Yield — Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The minimum yield objective shall be the 91-day Treasury bill average.

**E. Internal Service**

Suitability — Any investment eligible in the Investment Policy is suitable for the Internal Service Funds.

Safety of Principal — All funds shall be invested in high quality securities with no perceived default risk. Market price fluctuations will occur, but by managing the weighted average days to maturity for the Internal Service Fund portfolio to less than 365 days and restricting the maximum allowable maturity to two years, the price volatility of the overall portfolio will be minimized.

Marketability — Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market “spreads” between the bid and offer prices of a particular security- type of less than a quarter of a percentage point shall define an efficient secondary market.

Liquidity — The Internal Service Fund requires short-term liquidity. Constant Dollar investment pools and money market mutual funds shall provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification — Investment maturities shall be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the County. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield — Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. The average 91-day Treasury bill yield shall be the minimum yield objective.

**Commissioners Court - Regular Session** **15.**

**Meeting Date:** 02/27/2024

County Attorney December 2023 Monthly Report

**Submitted For:** D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

## Fiscal Impact

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

## Attachments

December report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/14/2024 10:25 AM |
| Form Started By: Stephanie Lloyd | | Started On: 02/12/2024 10:15 AM |
| Final Approval Date: 02/14/2024 | | |

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of December, 2023.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 12th day of February, 2024, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

| GL Revenue Object | GL Revenue Fund | Receipt Source | Receipt Date | Receipt Number | Receipt Comment | Receipt Amount |
|---|---|---|---|---|---|---|
| 207015 | 0100 | CO ATTY | 01-Dec-2023 | 33698 | 2022-2667 | $ 60.00 |
| | | | 06-Dec-2023 | 33713 | CASE# 2022-2931 | $ 60.00 |
| | | | 08-Dec-2023 | 33724 | REC# 2022-4368 | $ 60.00 |
| | | | 15-Dec-2023 | 33749 | 2022-4264 | $ 60.00 |
| | | | | | 2023-0321 | $ 60.00 |
| | | | | | 2023-1445 | $ 60.00 |
| | | | 21-Dec-2023 | 33780 | 2022-2187 | $ 500.00 |
| | | | | | 2022-4064 | $ 60.00 |
| | | | | | 2023-0875 | $ 60.00 |
| | | | 22-Dec-2023 | 33784 | REC 2023-0496 | $ 240.00 |
| | | | | | REC 2023-1144 | $ 1,860.00 |
| | | CO ATTY 2 | 13-Dec-2023 | 33740 | 2022-2709 | $ 240.00 |
| | | | | | 2023-0299 | $ 60.00 |
| | | | | | 2023-0421 | $ 60.00 |
| | | | | | 2023-1372 | $ 159.85 |
| **207015 Total** | | | | | | **$ 3,599.85** |
| 341300 | 0406 | CO ATTY HC FEES | 07-Dec-2023 | 33721 | HOT CHECK FEES - NOVEMBER 2023 | $ 125.00 |
| **341300 Total** | | | | | | **$ 125.00** |
| 351000 | 0364 | CO ATTY INTERVENTION | 07-Dec-2023 | 33721 | CASE# 2023-0345; 2023-0864; 2023-1155; 2023-1184 | $ 1,580.00 |
| | | | 11-Dec-2023 | 33732 | REC# 2022-3131; 2022-3362; 2022-4368; 2023-0190; 2023-0299; 2023-0405; 2023-1790 | $ 3,220.00 |
| | | | 12-Dec-2023 | 33735 | REC# 2022-2709; 2023-0421 | $ 860.00 |
| | | | 14-Dec-2023 | 33745 | REC# 2022-3730; 2023-0321; 2023-0717; 2023-1414; 2023-1445; 2023-3117 | $ 2,640.00 |
| | | | 15-Dec-2023 | 33749 | REC# 2022-4064; 2022-4264; 2022-4679; 2023-0333; 2023-1687 | $ 2,500.00 |
| | | | 19-Dec-2023 | 33763 | REC# 2023-0666; 2022-4368 | $ 540.00 |
| | | | 21-Dec-2023 | 33780 | REC# 2022-4368; 2021-1818; 2023-0496; 2023-0679; 2023-0875; 2023-1542 | $ 2,320.00 |
| | | | 27-Dec-2023 | 33788 | 2023-0691, 2023-1977, 2023-1982 | $ 1,220.00 |
| | | | 28-Dec-2023 | 33792 | REC# 2023-1102 | $ 500.00 |
| | | CO ATTY INTERVENTION 1 | 04-Dec-2023 | 33705 | CASE # 2022-3572 | $ 500.00 |
| | | CO ATTY INTERVENTION 2 | 04-Dec-2023 | 33705 | REC# 2022-2931; 2023-1309; 2023-3117 | $ 1,220.00 |
| **351000 Total** | | | | | | **$ 17,100.00** |
| 370500 | 0100 | CO ATTY | 07-Dec-2023 | 33721 | REC# 2023-1117-PIA | $ 3.30 |
| | | | 27-Dec-2023 | 33788 | 2023-1223-PIA | $ 164.16 |
| **370500 Total** | | | | | | **$ 167.46** |
| **Grand Total** | | | | | | **$ 20,992.31** |

Criminal Restitution December 2023

| Date | Payor | Amount | Case # | Deposit Date |
|---|---|---|---|---|
| 11/28/2023 | Michael Steven Webster | $ 60.00 | 2022-2667 | 11/30/2023 |
| | | **$ 60.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 11/30/2023 | Alyssa Nicole Tarango | $ 60.00 | 2022-2931 | 12/5/2023 |
| | | **$ 60.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 12/6/2023 | Carissa Chandler | $ 60.00 | 2022-4368 | 12/7/2023 |
| | | **$ 60.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 12/8/2023 | Paul Jacob Robertson | $ 240.00 | 2022-2709 | 12/12/2023 |
| 12/7/2023 | Tricia Lynn Davis | $ 60.00 | 2023-0299 | 12/12/2023 |
| 12/8/2023 | Shea Francis Norfleet | $ 60.00 | 2023-0421 | 12/12/2023 |
| 12/8/2023 | Richard Wayne Middleton, II | $ 159.85 | 2023-1372 | 12/12/2023 |
| | | **$ 519.85** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 12/13/2023 | Brian Reynolds | $ 60.00 | 2022-4264 | 12/14/2023 |
| 12/12/2023 | Michael David Ruiz | $ 60.00 | 2023-0321 | 12/14/2023 |
| 12/12/2023 | Arati Moni Shah | $ 60.00 | 2023-1445 | 12/14/2023 |
| | | **$ 180.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 12/18/2023 | Brian Dennis Arthur | $ 500.00 | 2022-2187 | 12/19/2023 |
| 12/15/2023 | Srinath Reddy Gurrala | $ 60.00 | 2022-4064 | 12/19/2023 |
| 12/18/2023 | Tiffany Raquel David | $ 60.00 | 2023-0875 | 12/19/2023 |
| | | **$ 620.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 12/20/2023 | Steve M Shafighi | $ 240.00 | 2023-0496 | 12/21/2023 |
| 12/19/2023 | Jonathan Griffith | $ 1,860.00 | 2023-1144 | 12/21/2023 |
| | | **$ 2,100.00** | | |

# Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **11/01/2023 - 11/30/2023** **Ignore Tender Holds: No** **Final Copy**

**County Attorney** **County Attorney Bank**

**Williamson County Treasurer - HC**

***Disbursement Summary***

| Code Word | Description | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|---|---|---|---|---|---|---|
| CHKFEE | Check Fee | 125.00 | 0.00 | 0.00 | 0.00 | 125.00 |

| Disbursement Summary Totals | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|---|---|---|---|---|---|
| | 125.00 | 0.00 | 0.00 | 0.00 | 125.00 |

## Disbursement Detail

| Check ID Number | Defendant | Code | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|---|---|---|---|---|---|---|---|
| 23-00055 | Galvan, Ilda (PID #: 1933348) | CHKFEE | 75.00 | 0.00 | 0.00 | 0.00 | 75.00 |
| 23-00065 | HARKEY, JOSHUA BRANDON (PID #: 492128) | CHKFEE | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 |
| **Totals:** | | | **125.00** | **0.00** | **0.00** | **0.00** | **125.00** |

PTI Fees December 2023

| date | payor | amount | control # | deposit date |
|---|---|---|---|---|
| 11/30/2023 | Lorenzo Antonio Rios Navarro | $ 500.00 | 2022-3572 | 12/1/2023 |
| | | **$ 500.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/1/2023 | Alyssa Nicole Tarango | $ 500.00 | 2022-2931 | 12/4/2023 |
| 12/1/2023 | Katharine Damarias Marino | $ 360.00 | 2023-1309 | 12/4/2023 |
| 12/1/2023 | Brayan Armando Saucedo | $ 360.00 | 2023-3117 | 12/4/2023 |
| | | **$ 1,220.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/5/2023 | James Douglas Tutt, II | $ 500.00 | 2023-0345 | 12/6/2023 |
| 12/4/2023 | Jason Robert Oeltjen | $ 360.00 | 2023-0864 | 12/6/2023 |
| 12/5/2023 | Samantha Marie Huggins | $ 360.00 | 2023-1155 | 12/6/2023 |
| 12/4/2023 | Daniel Francisco Barientos | $ 360.00 | 2023-1184 | 12/6/2023 |
| | | **$ 1,580.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/6/2023 | Jesse Martin Coates | $ 500.00 | 2022-3131 | 12/8/2023 |
| 12/6/2023 | Anais Frappoli | $ 360.00 | 2022-3362 | 12/8/2023 |
| 12/6/2023 | Carissa Chandler | $ 500.00 | 2022-4368 | 12/8/2023 |
| 12/7/2023 | Juan Felipe Zuleta-Garcia | $ 360.00 | 2023-0190 | 12/8/2023 |
| 12/7/2023 | Tricia Lynn Davis | $ 500.00 | 2023-0299 | 12/8/2023 |
| 12/7/2023 | Heath Elias Fewell | $ 500.00 | 2023-0405 | 12/8/2023 |
| 12/6/2023 | Aja Maria Bonnet | $ 500.00 | 2023-1790 | 12/8/2023 |
| | | **$ 3,220.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/8/2023 | Paul Jacob Robertson | $ 500.00 | 2022-2709 | 12/11/2023 |
| 12/8/2023 | Shea Francis Norfleet | $ 360.00 | 2023-0421 | 12/11/2023 |
| | | **$ 860.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/11/2023 | Lisa Rene Einkauf | $ 500.00 | 2022-3730 | 12/13/2023 |
| 12/12/2023 | Michael David Ruiz | $ 500.00 | 2023-0321 | 12/13/2023 |
| 12/11/2023 | David Richard Edwards | $ 500.00 | 2023-0717 | 12/13/2023 |
| 12/11/2023 | Jennie Demarco | $ 500.00 | 2023-1414 | 12/13/2023 |
| 12/12/2023 | Arati Mooni Shah | $ 500.00 | 2023-1445 | 12/13/2023 |
| 12/12/2023 | Brayan Armando Saucedo | $ 140.00 | 2023-3117 | 12/13/2023 |
| | | **$ 2,640.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/13/2023 | Srinath Reddy Gurrala | $ 500.00 | 2022-4064 | 12/15/2023 |

| | | | | |
|---|---|---|---|---|
| 12/13/2023 | Brian Reynolds | $ 500.00 | 2022-4264 | 12/15/2023 |
| 12/13/2023 | Jason Polasek | $ 500.00 | 2022-4679 | 12/15/2023 |
| 12/13/2023 | Virginia Marie Garcia | $ 500.00 | 2023-0333 | 12/15/2023 |
| 12/14/2023 | Sabrina Dawn Permenter | $ 500.00 | 2023-1687 | 12/15/2023 |
| | | **$ 2,500.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/15/2023 | Carissa Chandler | $ 40.00 | 2022-4368 | 12/18/2023 |
| 12/15/2023 | Jeramy Taylor Hudson | $ 500.00 | 2023-0666 | 12/18/2023 |
| | | **$ 540.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/18/2023 | Carissa Chandler | $ (40.00) | 2022-4368 | 12/20/2023 |
| 12/19/2023 | Kristen Taylor Shannon | $ 500.00 | 2021-1818 | 12/20/2023 |
| 12/19/2023 | Steve M Shafighi | $ 360.00 | 2023-0496 | 12/20/2023 |
| 12/19/2023 | Mario D Baldwin | $ 500.00 | 2023-0679 | 12/20/2023 |
| 12/18/2023 | Tiffany Raquel David | $ 500.00 | 2023-0875 | 12/20/2023 |
| 12/19/2023 | Traylon Bererd Weasby | $ 500.00 | 2023-1542 | 12/20/2023 |
| | | **$ 2,320.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/21/2023 | Shelby Lauren Blaydes | $ 500.00 | 2023-0691 | 12/22/2023 |
| 12/20/2023 | Shama McCarty | $ 360.00 | 2023-1977 | 12/22/2023 |
| 12/20/2023 | Sriyani Siriwardana | $ 360.00 | 2023-1982 | 12/22/2023 |
| | | **$ 1,220.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 12/26/2023 | Feliciano Deleon, Jr | $ 500.00 | 2023-1102 | 12/27/2023 |
| | | **$ 500.00** | | |

PIA Fees December2023

| | | | | | | |
|---|---|---|---|---|---|---|
| 12/5/2023 | Lori Gallagher | $ 3.30 | 2023-1117-PIA | 12/6/2023 | $ 3.30 | $ 3.30 |
| 12/20/2023 | Lori Gallagher | $ 164.16 | 2023-1223-PIA | 12/22/2023 | $ 164.16 | $ 167.46 |

**Commissioners Court - Regular Session** **16.**

**Meeting Date:** 02/27/2024

County Attorney January 2024 Monthly Report

**Submitted For:** D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

**Department:** County Attorney

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action to approve the County Attorney January 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

### Background

## Fiscal Impact

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

## Attachments

January report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/14/2024 10:25 AM |
| Form Started By: Stephanie Lloyd | | Started On: 02/12/2024 10:16 AM |
| Final Approval Date: 02/14/2024 | | |

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of January, 2024.

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 12th day of February, 2024, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

| GL Revenue Object | GL Revenue Fund | Receipt Source | Receipt Date | Receipt Number | Receipt Comment | Receipt Amount |
|---|---|---|---|---|---|---|
| 207015 | 0100 | CO ATTY | 02-Jan-2024 | 33813 | 2022-4988 | $ 526.63 |
| | | | | | 2023-0691 | $ 60.00 |
| | | | | | 2023-1102 | $ 60.00 |
| | | | | | 2023-4571 | $ 800.00 |
| | | | 03-Jan-2024 | 33818 | 2023-0333 | $ 60.00 |
| | | | 04-Jan-2024 | 33822 | 2023-0079 | $ 1,000.00 |
| | | | | | 2023-1497 | $ 60.00 |
| | | | 11-Jan-2024 | 33854 | 2022-2675, 2022-3346, 2022-4325, 2023-0076, 2023-1223, 2023-1573, 2023-1902 | $ 1,369.00 |
| | | | 17-Jan-2024 | 33874 | 2022-0568 | $ 60.00 |
| | | | | | 2022-3905 | $ 60.00 |
| | | | | | 2022-4361 | $ 60.00 |
| | | | | | 2023-1592 | $ 60.00 |
| | | | | | 2023-1896 | $ 240.00 |
| | | | | | 2023-3102 | $ 60.00 |
| | | | 19-Jan-2024 | 33888 | 2022-4259 | $ 60.00 |
| | | | | | 2023-1728 | $ 60.00 |
| | | | | | 2023-2650 | $ 60.00 |
| | | | 26-Jan-2024 | 33919 | 2022-3690 | $ 60.00 |
| | | | | | 2022-3820 | $ 60.00 |
| | | | | | 2022-4249 | $ 60.00 |
| | | | | | 2023-0778 | $ 60.00 |
| | | | 31-Jan-2024 | 33945 | 2021-1818 | $ 60.00 |
| | | | | | 2022-3820 | ($ 60.00) |
| | | | | | 2023-2102 | $ 60.00 |
| **207015 Total** | | | | | | **$ 4,955.63** |
| 341300 | 0406 | CO ATTY HC FEES | 08-Jan-2024 | 33835 | HOT CHECK FEES - DECEMBER 2023 | $ 15.00 |
| **341300 Total** | | | | | | **$ 15.00** |
| 351000 | 0364 | CO ATTY INTERVENTION | 02-Jan-2024 | 33813 | REC# 2022-1035; 2022-2667; 2022-2675; 2022-3908; 2023-0754; 2023-1871 | $ 2,720.00 |
| | | | 03-Jan-2024 | 33818 | 2022-3922, 2023-1352, 2023-3786 | $ 1,500.00 |
| | | | 08-Jan-2024 | 33835 | REC# 2023-1193; 2023-1223; 2023-1700; 2023-1902; 2023-3883 | $ 2,360.00 |
| | | | 09-Jan-2024 | 33839 | REC# 2022-4325 | $ 500.00 |
| | | | 11-Jan-2024 | 33854 | 2022-4350, 2023-2848 | $ 860.00 |
| | | | 18-Jan-2024 | 33882 | 2022-4259, 2023-1188, 2023-1771, 2023-3604 | $ 1,580.00 |
| | | | 22-Jan-2024 | 33894 | CASE# 2023-0430; 2023-1128; 2023-1896; 2023-2650; 2023-2825 | $ 2,360.00 |
| | | | 23-Jan-2024 | 33899 | REC# 2023-0215; 2023-2095 | $ 1,000.00 |
| | | | 25-Jan-2024 | 33913 | REC# 2021-2670; 2022-3820; 2022-4249; 2023-1140; 2023-1965; 2023-2212 | $ 2,860.00 |
| | | | 29-Jan-2024 | 33925 | CASE# 2021-2746; 2022-3690; 2022-4499; 2022-4829; 2023-0715; 2023-0793; 2023-1728 | $ 3,500.00 |
| | | | 31-Jan-2024 | 33945 | 2022-1384, 2022-2935, 2023-2102 | $ 1,360.00 |

| GL Revenue Object | GL Revenue Fund | Receipt Source | Receipt Date | Receipt Number | Receipt Comment | Receipt Amount |
|---|---|---|---|---|---|---|
| | | CO ATTY INTERVENTION 1 | 30-Jan-2024 | 33934 | 2022-0568, 2022-3905, 2022-4593, 2022-4909, 2023-0769, 2023-0960, 2023-1108, 2023-1827, 2023-3102 | $ 4,080.00 |
| | | CO ATTY INTERVENTION 2 | 30-Jan-2024 | 33934 | 2022-2288; 2023-0072 | $ 1,000.00 |
| **351000 Total** | | | | | | **$ 25,680.00** |
| 352200 | 0100 | CO ATTY | 25-Jan-2024 | 33913 | CAUSE #22-0578-CC3 | $ 1,200.00 |
| **352200 Total** | | | | | | **$ 1,200.00** |
| **Grand Total** | | | | | | **$ 31,850.63** |

# Criminal Restitution January 2024

| Date | Payor | Amount | Case # | Deposit Date |
|---|---|---|---|---|
| 12/21/2023 | Jeremy Joseph Shaw | $ 526.63 | 2022-4988 | 12/28/2023 |
| 12/21/2023 | Shelby Laurent Blaydes | $ 60.00 | 2023-0691 | 12/28/2023 |
| 12/21/2023 | Feliciano Deleon Jr | $ 60.00 | 2023-1105 | 12/28/2023 |
| 12/21/2023 | Nitin Singhal | $ 800.00 | 2023-4571 | 12/28/2023 |
| | | **$ 1,446.63** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 12/28/2023 | Virginia Marie Garcia | $ 60.00 | 2023-0333 | 1/2/2024 |
| | | **$ 60.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 1/3/2024 | Rodney J Falkquay | $1,000.00 | 2023-0079 | 1/4/2024 |
| 1/3/2024 | Zachary Gastelum | $ 60.00 | 2023-1497 | 1/4/2024 |
| | | **$ 1,060.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 1/6/2024 | Gustavo Hernandez | $ 60.00 | 2022-2675 | 1/9/2024 |
| 1/5/2024 | Mark Mayen Silva | $ 110.00 | 2022-3346 | 1/9/2024 |
| 1/5/2024 | Denise Marie Reyes | $ 240.00 | 2022-4325 | 1/9/2024 |
| 1/4/2024 | Byron Keith Blake | $ 60.00 | 2023-0076 | 1/9/2024 |
| 1/4/2024 | Alexander Dolton Lundry | $ 60.00 | 2023-1223 | 1/9/2024 |
| 1/4/2024 | Damien Ryan-Brown | $ 779.00 | 2023-1573 | 1/9/2024 |
| 1/4/2024 | Matthew Garza | $ 60.00 | 2023-1902 | 1/9/2024 |
| | | **$ 1,369.00** | | |

| Date | Payor | Amount | Case # | Deposit Date |
|---|---|---|---|---|
| 1/11/2024 | Samantha Jo Roos | $ 60.00 | 2022-0568 | 1/16/2024 |
| 1/11/2024 | Sophia Cruz Escobedo | $ 60.00 | 2022-3905 | 1/16/2024 |
| 1/11/2024 | Jeffrey Allen Galloway | $ 60.00 | 2022-4361 | 1/16/2024 |
| 1/15/2024 | Michele Dawn Graczyk | $ 60.00 | 2022-1592 | 1/16/2024 |
| 1/11/2024 | Caterine Susana Rodriguez | $ 240.00 | 2023-1896 | 1/16/2024 |
| 1/11/2024 | Brenda Berenice Ramirez-Barrera | $ 60.00 | 2023-3102 | 1/16/2024 |
| | | **$ 540.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 1/17/2024 | Jason Paul Garced | $ 60.00 | 2022-4259 | 1/18/2024 |
| 1/17/2024 | Phillip Palacios | $ 60.00 | 2023-1728 | 1/18/2024 |
| 1/17/2024 | Jake Curtis Allard | $ 60.00 | 2023-2650 | 1/18/2024 |
| | | **$ 180.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 1/24/2024 | Ricardo Ramirez | $ 60.00 | 2022-3690 | 1/25/2024 |
| 1/24/2024 | Andrew James Coyle | $ 60.00 | 2022-3820 | 1/25/2024 |
| 1/23/2024 | Joseph Kenneth Harris | $ 60.00 | 2022-4249 | 1/25/2024 |
| 1/24/2024 | Ysamyne Marie A'lexus Fisher | $ 60.00 | 2023-0778 | 1/25/2024 |
| | | **$ 240.00** | | |
| Date | Payor | Amount | Case # | Deposit Date |
| 1/25/2024 | Kristen Taylor Shannon | $ 60.00 | 2021-1818 | 1/30/2024 |

| | | | | |
|---|---|---|---|---|
| 1/25/2024 | Andrew James Coyle | $ (60.00) | 2022-3820 | 1/30/2024 |
| 1/29/2024 | Jason Matthew Barnett | $ 60.00 | 2023-2102 | 1/30/2024 |
| | | **$ 60.00** | | |

# Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: **12/01/2023 - 12/31/2023** **Ignore Tender Holds: No** **Final Copy**

**County Attorney** **County Attorney Bank**

**Williamson County Treasurer - HC**

***Disbursement Summary***

| Code Word | Description | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|---|---|---|---|---|---|---|
| CHKFEE | Check Fee | 15.00 | 0.00 | 0.00 | 0.00 | 15.00 |

| Disbursement Summary Totals | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|---|---|---|---|---|---|
| | 15.00 | 0.00 | 0.00 | 0.00 | 15.00 |

**Disbursement Detail**

| Check ID Number | Defendant | Code | (+) Collection Amount | (+) Previous Escrow | (-) Escrow Deductions | (-) Escrow Held | Disbursement Amount |
|---|---|---|---|---|---|---|---|
| 23-00063 | Wells, Ursula G (PID #: 1630606) | CHKFEE | 15.00 | 0.00 | 0.00 | 0.00 | 15.00 |
| **Totals:** | | | **15.00** | **0.00** | **0.00** | **0.00** | **15.00** |

PTI Fees January 2024

| date | payor | amount | control # | deposit date |
|---|---|---|---|---|
| 12/27/2023 | Jose Benavides | $ 360.00 | 2022-1035 | 12/29/2023 |
| 12/28/2023 | Michael Steven Webster | $ 500.00 | 2022-2667 | 12/29/2023 |
| 12/28/2023 | Gustavo Hernandez | $ 500.00 | 2022-2675 | 12/29/2023 |
| 12/28/2023 | Valerie Victoria Knight | $ 360.00 | 2022-3908 | 12/29/2023 |
| 12/27/2023 | John William Keefe | $ 500.00 | 2023-0754 | 12/29/2023 |
| 12/28/2023 | Abrielle Rayah Garcia | $ 500.00 | 2023-1871 | 12/29/2023 |
| | | **$ 2,720.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/2/2024 | Denise D Roman | $ 500.00 | 2022-3922 | 1/3/2024 |
| 1/2/2024 | Eric Walter Lopes | $ 500.00 | 2023-1352 | 1/3/2024 |
| 1/2/2024 | Gretchen Louise Durand | $ 500.00 | 2023-3786 | 1/3/2024 |
| | | **$ 1,500.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/3/2024 | Joseph M Esco | $ 360.00 | 2023-1193 | 1/5/2024 |
| 1/4/2024 | Alexader Dolton Lundry | $ 500.00 | 2023-1223 | 1/5/2024 |
| 1/4/2024 | Germain Youbi-Tenkeu | $ 500.00 | 2023-1700 | 1/5/2024 |
| 1/4/2024 | Matthew Garza | $ 500.00 | 2023-1902 | 1/5/2024 |
| 1/4/2024 | Travis Nathan Hill | $ 500.00 | 2023-3883 | 1/5/2024 |
| | | **$ 2,360.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/5/2024 | Denise Marie Reyes | $ 500.00 | 2022-4325 | 1/8/2024 |
| | | **$ 500.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/8/2024 | Benjamin Wayne Simons | $ 500.00 | 2022-4350 | 1/10/2024 |
| 1/8/2024 | Courtney Caldwell Colburn | $ 360.00 | 2023-2848 | 1/10/2024 |
| | | **$ 860.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/11/2024 | Samantha Jo Roos | $ 500.00 | 2022-0568 | 1/12/2024 |
| 1/11/2024 | Sophia Cruz Escobedo | $ 500.00 | 2022-3905 | 1/12/2024 |
| 1/10/2024 | Srinivas Reddy Yenna | $ 500.00 | 2022-4593 | 1/12/2024 |

| | | | | |
|---|---|---|---|---|
| 1/10/2024 | Javon Gildart | $ 500.00 | 2022-4909 | 1/12/2024 |
| 1/10/2024 | Natacha Nachakima Barbosa | $ 360.00 | 2023-0769 | 1/12/2024 |
| 1/11/2024 | Ariel Christine Luna | $ 500.00 | 2023-0960 | 1/12/2024 |
| 1/11/2024 | Aiden Paul McGuire | $ 500.00 | 2023-1108 | 1/12/2024 |
| 1/10/2024 | Benjamin Mark Shepherd | $ 360.00 | 2023-1827 | 1/12/2024 |
| 1/11/2024 | Brenda Berenice Ramiez-Barrera | $ 360.00 | 2023-3102 | 1/12/2024 |
| | | **$ 4,080.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/16/2024 | Jason Paul Garced | $ 500.00 | 2022-4259 | 1/17/2024 |
| 1/16/2024 | Ashley Cora Kohlbrand | $ 360.00 | 2023-1188 | 1/17/2024 |
| 1/16/2024 | Crystal Arely Galdamez | $ 360.00 | 2023-1771 | 1/17/2024 |
| 1/16/2024 | Paolo Papi | $ 360.00 | 2023-3604 | 1/17/2024 |
| | | **$ 1,580.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/18/2024 | Austin Dwayne Bagrich | $ 500.00 | 2023-0430 | 1/19/2024 |
| 1/18/2024 | Adriana Morales Luna | $ 500.00 | 2023-1128 | 1/19/2024 |
| 1/18/2024 | Caterine Susana Rodriguez | $ 500.00 | 2023-1896 | 1/19/2024 |
| 1/17/2024 | Jake Curtis Allard | $ 360.00 | 2023-2650 | 1/19/2024 |
| 1/18/2024 | Charles Howard Sharp, Jr | $ 500.00 | 2023-2825 | 1/19/2024 |
| | | **$ 2,360.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/19/2024 | Jon Christopher Norris | $ 500.00 | 2023-0215 | 1/22/2024 |
| 1/19/2024 | Enid Amelia Maxfield | $ 500.00 | 2023-2095 | 1/22/2024 |
| | | **$ 1,000.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/22/2024 | David Morales Roque | $ 500.00 | 2021-2670 | 1/24/2024 |
| 1/23/2024 | Andrew James Coyle | $ 500.00 | 2022-3820 | 1/24/2024 |
| 1/23/2024 | Joseph Kenneth Harris | $ 500.00 | 2022-4249 | 1/24/2024 |
| 1/23/2024 | Eric Ryan Vara | $ 500.00 | 2023-1140 | 1/24/2024 |
| 1/22/2024 | Alexandra Carrizales | $ 500.00 | 2023-1965 | 1/24/2024 |
| 1/23/2024 | Melissa Rae White | $ 360.00 | 2023-2212 | 1/24/2024 |

| | | | | |
|---|---|---|---|---|
| | | **$ 2,860.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/24/2024 | Stephanie Hernandez | $ 500.00 | 2021-2746 | 1/26/2024 |
| 1/24/2024 | Ricardo Ramirez | $ 500.00 | 2022-3690 | 1/26/2024 |
| 1/24/2024 | Gloria M Medina | $ 500.00 | 2022-4499 | 1/26/2024 |
| 1/24/2024 | Aboubacer Bah | $ 500.00 | 2022-4829 | 1/26/2024 |
| 1/25/2024 | Justin Byron Easley | $ 500.00 | 2023-0715 | 1/26/2024 |
| 1/25/2024 | Tyler Bryce Einkauf | $ 500.00 | 2023-0793 | 1/26/2024 |
| 1/24/2024 | Phillip Palacios | $ 500.00 | 2023-1728 | 1/26/2024 |
| | | **$ 3,500.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/26/2024 | Kennedy Larae Himes | $ 500.00 | 2022-2288 | 1/29/2024 |
| 1/26/2024 | Logan Matthew Walton | $ 500.00 | 2023-0072 | 1/29/2024 |
| | | **$ 1,000.00** | | |
| **date** | **payor** | **amount** | **control #** | **deposit date** |
| 1/30/2024 | Daniel Enrique Gutierrez Landin | $ 500.00 | 2022-1384 | 1/31/2024 |
| 1/29/2024 | Sarah Mae Hein | $ 360.00 | 2022-2935 | 1/31/2024 |
| 1/29/2024 | Jason Matthew Barnett | $ 500.00 | 2023-2102 | 1/31/2024 |
| | | **$ 1,360.00** | | |

**Commissioners Court - Regular Session** **17.**

**Meeting Date:** 02/27/2024

2023 Racial Profiling Report - Constable 4

**Submitted By:** Brian Olson, Constable Pct. #4

**Department:** Constable Pct. #4

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action regarding the 2023 Racial Profiling Report for Williamson County Constable 4.

### Background

## Fiscal Impact

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

## Attachments

2023 TCOLE Generated RP Comparative Analysis

2023 TCOLE Generated RP Form

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 08:40 AM |
| Form Started By: Brian Olson | | Started On: 02/20/2024 12:07 PM |
| Final Approval Date: 02/21/2024 | | |

# Racial Profiling Analysis Report

## WILLIAMSON CO. CONST. PCT. 4

| | | |
|---|---|---|
| 01. Total Traffic Stops: | 3000 | |
| | | |
| 02. Location of Stop: | | |
| a. City Street | 452 | 15.07% |
| b. US Highway | 1661 | 55.37% |
| c. County Road | 798 | 26.60% |
| d. State Highway | 48 | 1.60% |
| e. Private Property or Other | 41 | 1.37% |
| | | |
| 03. Was Race known prior to Stop: | | |
| a. NO | 2960 | 98.67% |
| b. YES | 40 | 1.33% |
| | | |
| 04. Race or Ethnicity: | | |
| a. Alaska/ Native American/ Indian | 5 | 0.17% |
| b. Asian/ Pacific Islander | 96 | 3.20% |
| c. Black | 525 | 17.50% |
| d. White | 2321 | 77.37% |
| e. Hispanic/ Latino | 53 | 1.77% |
| | | |
| 05. Gender: | | |
| a. Female | 1200 | 40.00% |
| i. Alaska/ Native American/ Indian | 1 | 0.03% |
| ii. Asian/ Pacific Islander | 33 | 1.10% |
| iii. Black | 215 | 7.17% |
| iv. White | 935 | 31.17% |
| v. Hispanic/ Latino | 16 | 0.53% |
| b. Male | 1800 | 60.00% |
| i. Alaska/ Native American/ Indian | 4 | 0.13% |
| ii. Asian/ Pacific Islander | 63 | 2.10% |
| iii. Black | 310 | 10.33% |
| iv. White | 1386 | 46.20% |
| v. Hispanic/ Latino | 37 | 1.23% |
| | | |
| 06. Reason for Stop: | | |
| a. Violation of Law | 11 | 0.37% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 2 | 18.18% |

# Racial Profiling Analysis Report

| | | |
|---|---|---|
| iii. Black | 0 | 0.00% |
| iv. White | 9 | 81.82% |
| v. Hispanic/ Latino | 0 | 0.00% |
| b. Pre-Existing Knowledge | 2824 | 94.13% |
| i. Alaska/ Native American/ Indian | 5 | 0.18% |
| ii. Asian/ Pacific Islander | 81 | 2.87% |
| iii. Black | 506 | 17.92% |
| iv. White | 2199 | 77.87% |
| v. Hispanic/ Latino | 33 | 1.17% |
| | | |
| c. Moving Traffic Violation | 143 | 4.77% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 11 | 7.69% |
| iii. Black | 17 | 11.89% |
| iv. White | 97 | 67.83% |
| v. Hispanic/ Latino | 18 | 12.59% |
| | | |
| d. Vehicle Traffic Violation | 22 | 0.73% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 2 | 9.09% |
| iii. Black | 2 | 9.09% |
| iv. White | 16 | 72.73% |
| v. Hispanic/ Latino | 2 | 9.09% |
| | | |
| 07. Was a Search Conducted: | | |
| a. NO | 2993 | 99.77% |
| i. Alaska/ Native American/ Indian | 5 | 0.17% |
| ii. Asian/ Pacific Islander | 94 | 3.14% |
| iii. Black | 524 | 17.51% |
| iv. White | 2318 | 77.45% |
| v. Hispanic/ Latino | 52 | 1.74% |
| b. YES | 7 | 0.23% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 2 | 28.57% |
| iii. Black | 1 | 14.29% |
| iv. White | 3 | 42.86% |
| v. Hispanic/ Latino | 1 | 14.29% |
| | | |
| 08. Reason for Search: | | |
| a. Consent | 0 | 0.00% |

# Racial Profiling Analysis Report

| | | |
|---|---|---|
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Contraband in Plain View | 1 | 0.03% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 100.00% |
| iv. White | 0 | 0.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| c. Probable Cause | 0 | 0.00% |
| ii. Alaska/ Native American/ Indian | 0 | |
| i. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| d. Inventory | 2 | 0.07% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 1 | 50.00% |
| v. Hispanic/ Latino | 1 | 50.00% |
| e. Incident to Arrest | 4 | 0.13% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 2 | 50.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 2 | 50.00% |
| v. Hispanic/ Latino | 0 | 0.00% |

| | | |
|---|---|---|
| 09. Was Contraband Discovered: | | |
| YES | 3 | 0.10% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| ii. Asian/ Pacific Islander | 1 | 33.33% |
| Finding resulted in arrest - YES | 1 | |
| Finding resulted in arrest - NO | 0 | |
| iii. Black | 1 | 33.33% |

# Racial Profiling Analysis Report

| | | |
|---|---|---|
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 1 | |
| iv. White | 1 | 33.33% |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 1 | |
| v. Hispanic/ Latino | 0 | 0.00% |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| b. NO | 4 | 0.13% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| i. Asian/ Pacific Islander | 1 | 25.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 2 | 50.00% |
| v. Hispanic/ Latino | 1 | 25.00% |
| | | |
| 10. Description of Contraband: | | |
| a. Drugs | 1 | 0.03% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 1 | 100.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 0 | 0.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| b. Currency | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Weapons | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| d. Alcohol | 1 | 0.03% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 100.00% |
| iv. White | 0 | 0.00% |

# Racial Profiling Analysis Report

| | | |
|---|---|---|
| v. Hispanic/ Latino | 0 | 0.00% |
| e. Stolen Property | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| f. Other | 1 | 0.03% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| i. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 1 | 100.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| | | |
| 11. Result of Stop: | | |
| a. Verbal Warning | 78 | 2.60% |
| i. Alaska/ Native American/ Indian | 1 | 1.28% |
| ii. Asian/ Pacific Islander | 7 | 8.97% |
| iii. Black | 12 | 15.38% |
| iv. White | 56 | 71.79% |
| v. Hispanic/ Latino | 2 | 2.56% |
| b. Written Warning | 2520 | 84.00% |
| i. Alaska/ Native American/ Indian | 4 | 0.16% |
| ii. Asian/ Pacific Islander | 79 | 3.13% |
| iii. Black | 457 | 18.13% |
| iv. White | 1946 | 77.22% |
| v. Hispanic/ Latino | 34 | 1.35% |
| c. Citation | 392 | 13.07% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 8 | 2.04% |
| iii. Black | 54 | 13.78% |
| iv. White | 313 | 79.85% |
| v. Hispanic/ Latino | 17 | 4.34% |
| d. Written Warning and Arrest | 4 | 0.13% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 1 | 25.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 3 | 75.00% |
| v. Hispanic/ Latino | 0 | 0.00% |

# Racial Profiling Analysis Report

| | | |
|---|---|---|
| e. Citation and Arrest | 3 | 0.10% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 33.33% |
| iv. White | 2 | 66.67% |
| v. Hispanic/ Latino | 0 | 0.00% |
| f. Arrest | 3 | 0.10% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 1 | 33.33% |
| iii. Black | 1 | 33.33% |
| iv. White | 1 | 33.33% |
| v. Hispanic/ Latino | 0 | 0.00% |

| | | |
|---|---|---|
| 12. Arrest Based On: | | |
| a. Violation of Penal Code | 1 | 0.03% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 1 | 100.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| b. Violation of Traffic Law | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Violation of City Ordinance | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| d. Outstanding Warrant | 9 | 0.30% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 2 | 22.22% |
| iii. Black | 2 | 22.22% |
| iv. White | 5 | 55.56% |
| v. Hispanic/ Latino | 0 | 0.00% |

# Racial Profiling Analysis Report

| 13. Was Physical Force Used: | | |
|---|---|---|
| a. NO | 3000 | 100.00% |
| i. Alaska/ Native American/ Indian | 5 | 0.17% |
| ii. Asian/ Pacific Islander | 96 | 3.20% |
| iii. Black | 525 | 17.50% |
| iv. White | 2321 | 77.37% |
| v. Hispanic/ Latino | 53 | 1.77% |
| b. YES | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b 1. YES: Physical Force Resulting in Bodily Injury to Suspect | 0 | |
| b 2. YES: Physical Force Resulting in Bodily Injury to Officer | 0 | |
| b 3. YES: Physical Force Resulting in Bodily Injury to Both | 0 | |

| 14. Total Number of Racial Profiling Complaints Received: | 0 |
|---|---|

REPORT DATE COMPILED 02/19/2024

# Racial Profiling Report | Full

Agency Name: WILLIAMSON CO. CONST. PCT. 4
Reporting Date: 02/19/2024
TCOLE Agency Number: 491104

Chief Administrator: PAUL L. LEAL

Agency Contact Information:
Phone: (512) 352-4181
Email: paul.leal@wilco.org

Mailing Address:
412 VANCE ST STE 3
TAYLOR, TX 76574-3507

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the WILLIAMSON CO. CONST. PCT. 4 from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the WILLIAMSON CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the WILLIAMSON CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the WILLIAMSON CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLIAMSON CO. CONST. PCT. 4 policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WILLIAMSON CO. CONST. PCT. 4 has satisfied the statutory data audit requirements as prescribed in Article

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

Executed by: Brian Olson
Chief Deputy

Date: 02/19/2024

# Total stops: 3000

| | |
|---|---|
| **Street address or approximate location of the stop** | |
| **City street** | 452 |
| **US highway** | 1661 |
| **County road** | 798 |
| **State highway** | 48 |
| **Private property or other** | 41 |
| **Was race or ethnicity known prior to stop?** | |
| **Yes** | 40 |
| **No** | 2960 |
| **Race / Ethnicity** | |
| **Alaska Native / American Indian** | 5 |
| **Asian / Pacific Islander** | 96 |
| **Black** | 525 |
| **White** | 2321 |
| **Hispanic / Latino** | 53 |
| **Gender** | |
| **Female** | **1200** |
| **Alaska Native / American Indian** | 1 |
| **Asian / Pacific Islander** | 33 |
| **Black** | 215 |
| **White** | 935 |
| **Hispanic / Latino** | 16 |
| **Male** | **1800** |
| **Alaska Native / American Indian** | 4 |
| **Asian / Pacific Islander** | 63 |
| **Black** | 310 |
| **White** | 1386 |
| **Hispanic / Latino** | 37 |
| **Reason for stop?** | |
| **Violation of law** | **11** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 2 |
| **Black** | 0 |
| **White** | 9 |

| | |
|---|---|
| **Hispanic / Latino** | 0 |
| **Preexisting knowledge** | **2824** |
| **Alaska Native / American Indian** | 5 |
| **Asian / Pacific Islander** | 81 |
| **Black** | 506 |
| **White** | 2199 |
| **Hispanic / Latino** | 33 |
| **Moving traffic violation** | **143** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 11 |
| **Black** | 17 |
| **White** | 97 |
| **Hispanic / Latino** | 18 |
| **Vehicle traffic violation** | **22** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 2 |
| **Black** | 2 |
| **White** | 16 |
| **Hispanic / Latino** | 2 |

**Was a search conducted?**

| | |
|---|---|
| **Yes** | **7** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 2 |
| **Black** | 1 |
| **White** | 3 |
| **Hispanic / Latino** | 1 |
| **No** | **2993** |
| **Alaska Native / American Indian** | 5 |
| **Asian / Pacific Islander** | 94 |
| **Black** | 524 |
| **White** | 2318 |
| **Hispanic / Latino** | 52 |

**Reason for Search?**

| | |
|---|---|
| **Consent** | **0** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 0 |
| **White** | 0 |

| | |
|---|---|
| **Hispanic / Latino** | 0 |
| **Contraband** | **1** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 1 |
| **White** | 0 |
| **Hispanic / Latino** | 0 |
| **Probable** | **0** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 0 |
| **White** | 0 |
| **Hispanic / Latino** | 0 |
| **Inventory** | **2** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 0 |
| **White** | 1 |
| **Hispanic / Latino** | 1 |
| **Incident to arrest** | **4** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 2 |
| **Black** | 0 |
| **White** | 2 |
| **Hispanic / Latino** | 0 |

**Was Contraband discovered?**

| | | Did the finding result in arrest? (total should equal previous column) | |
|---|---|---|---|
| **Yes** | **3** | | |
| **Alaska Native / American Indian** | 0 | Yes 0 | No 0 |
| **Asian / Pacific Islander** | 1 | Yes 1 | No 0 |
| **Black** | 1 | Yes 0 | No 1 |
| **White** | 1 | Yes 0 | No 1 |
| **Hispanic / Latino** | 0 | Yes 0 | No 0 |
| **No** | **4** | | |
| **Alaska Native / American Indian** | 0 | | |
| **Asian / Pacific Islander** | 1 | | |
| **Black** | 0 | | |
| **White** | 2 | | |
| **Hispanic / Latino** | 1 | | |

| | |
|---|---|
| **Description of contraband** | |
| **Drugs** | **1** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 1 |
| **Black** | 0 |
| **White** | 0 |
| **Hispanic / Latino** | 0 |
| **Weapons** | **0** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 0 |
| **White** | 0 |
| **Hispanic / Latino** | 0 |
| **Currency** | **0** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 0 |
| **White** | 0 |
| **Hispanic / Latino** | 0 |
| **Alcohol** | **1** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 1 |
| **White** | 0 |
| **Hispanic / Latino** | 0 |
| **Stolen property** | **0** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 0 |
| **White** | 0 |
| **Hispanic / Latino** | 0 |
| **Other** | **1** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 0 |
| **White** | 1 |
| **Hispanic / Latino** | 0 |
| **Result of the stop** | |
| **Verbal warning** | **78** |

| | |
|---|---|
| **Alaska Native / American Indian** | 1 |
| **Asian / Pacific Islander** | 7 |
| **Black** | 12 |
| **White** | 56 |
| **Hispanic / Latino** | 2 |
| **Written warning** | **2520** |
| **Alaska Native / American Indian** | 4 |
| **Asian / Pacific Islander** | 79 |
| **Black** | 457 |
| **White** | 1946 |
| **Hispanic / Latino** | 34 |
| **Citation** | **392** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 8 |
| **Black** | 54 |
| **White** | 313 |
| **Hispanic / Latino** | 17 |
| **Written warning and arrest** | **4** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 1 |
| **Black** | 0 |
| **White** | 3 |
| **Hispanic / Latino** | 0 |
| **Citation and arrest** | **3** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 1 |
| **White** | 2 |
| **Hispanic / Latino** | 0 |
| **Arrest** | **3** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 1 |
| **Black** | 1 |
| **White** | 1 |
| **Hispanic / Latino** | 0 |

**Arrest based on**

| | |
|---|---|
| **Violation of Penal Code** | **1** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |

| | |
|---|---|
| **Black** | 0 |
| **White** | 1 |
| **Hispanic / Latino** | 0 |
| **Violation of Traffic Law** | **0** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 0 |
| **White** | 0 |
| **Hispanic / Latino** | 0 |
| **Violation of City Ordinance** | **0** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 0 |
| **White** | 0 |
| **Hispanic / Latino** | 0 |
| **Outstanding Warrant** | **9** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 2 |
| **Black** | 2 |
| **White** | 5 |
| **Hispanic / Latino** | 0 |

**Was physical force resulting in bodily injury used during stop?**

| | |
|---|---|
| **Yes** | **0** |
| **Alaska Native / American Indian** | 0 |
| **Asian / Pacific Islander** | 0 |
| **Black** | 0 |
| **White** | 0 |
| **Hispanic / Latino** | 0 |
| **Resulting in Bodily Injury To:** | |
| **Suspect** | 0 |
| **Officer** | 0 |
| **Both** | 0 |
| **No** | **3000** |
| **Alaska Native / American Indian** | 5 |
| **Asian / Pacific Islander** | 96 |
| **Black** | 525 |
| **White** | 2321 |
| **Hispanic / Latino** | 53 |

## Number of complaints of racial profiling

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

## Comparative Analysis

| | |
|---|---|
| Use TCOLE's auto generated analysis | ☒ |
| Use Department's submitted analysis | ☐ |

## Optional Narrative

Pre-existing knowledge is directly due to a selective traffic enforcement agreement with CTRMA (Central Texas Regional Mobility Authority) using camera detection equipment for enforcing tollway habitual violater laws as authorized by the Texas Transportation Code.

Submitted electronically to the

The Texas Commission on Law Enforcement

**Commissioners Court - Regular Session** **18.**

**Meeting Date:** 02/27/2024

ESD #3 Appointment of Stephen Balderas

**Submitted For:** Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

**Department:** Commissioner Pct. #4

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on appointing Stephen Balderas to ESD #3 board with the term to commence February 27th and continue until December 31st, 2025.

### Background

Stephen is currently a Parent Support Specialist for the Hutto ISD district. He was born and raised a Hippo.

When he graduated from Hutto High School, his graduating class was only 38 students, and the entire population in Hutto was less than 700. He puts it into perspective, one elementary campus today has more than that entire population of Hutto back when he graduated. His wife is also a Hutto HS graduate and all his kids have graduated and/or are currently attending Hutto ISD. Faith, family and football (Go Philly) are his favorite things, and he loves cooking and eating good old Texas BBQ!
His roots ae and always will be in Hutto, and he feels lucky to serve in a community that means so much to him and his family.

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 08:39 AM |
| Form Started By: Amalia Puentes-Zuazua | | Started On: 02/20/2024 12:04 PM |
| Final Approval Date: 02/21/2024 | | |

**Commissioners Court - Regular Session** **19.**

**Meeting Date:** 02/27/2024

County Investment Academy CE Hours for 2023

**Submitted For:** Nancy Rister **Submitted By:** Nancy Rister, County Clerk

**Department:** County Clerk

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss and take appropriate action on noting in the Minutes the County Clerk's CE hours from the County Investment Academy created by Texas Association of Counties.

### Background

Fifteen hours per year are needed of continuing education in order to keep the status of membership in the County Investment Academy (formerly known as County Investment Officer training). The Texas Association of Counties organized and continues the education program for elected officials who invest money as part of their job for the county they reside in or the registry of the court per judges' orders.

## Fiscal Impact

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

## Attachments

2023 CE Certificate CIO

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/16/2024 08:38 AM |
| Form Started By: Nancy Rister | | Started On: 02/14/2024 05:07 PM |
| Final Approval Date: 02/16/2024 | | |

# COUNTY & DISTRICT CLERKS' ASSOCIATION OF TEXAS

Certificate of Completion Awarded to

Nancy E. Rister

Williamson County, County Clerk

*For completing the required 20 Hours of Continuing Education for 2023 as prescribed in Section 51.605 of the Texas Government Code.*

*In Witness therefore, recognition is hereby made this January 2024.*

Julie Smith, President

John Warren, Vice President

**Commissioners Court - Regular Session** **20.**

**Meeting Date:** 02/27/2024

Landfill Farm Lease Amd

**Submitted By:** Hal Hawes, General Counsel

**Department:** General Counsel

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on a First Amended and Restated Farm Lease between Williamson County, Texas, and Weldon Copeland and Kevin Copeland, jointly and severally, for the lease of 149 acres of land situated near the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas for purposes of farming.

### Background

The County and tenants, Weldon Copeland and Kevin Copeland, executed the original Farm Lease, being dated effective January 9, 2024, for 124 acres of land near the Williamson County Landfill. Following the execution of the original Farm Lease, the County's landfill operator notified the County and the tenants that an additional 25 acres of land adjacent to the original 124 acres of land would not be used for landfill purposes and that it would be beneficial for it to be farmed in order to maintain the vegetation on such acreage. The porposed First Amended and Restated Farm Lease would add the additional 25 acres of land to the lease making the total leased premises 149 acres.

## Fiscal Impact

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

## Attachments

First Amended Restated Farm Lease - Copeland Landfill

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/16/2024 08:43 AM |
| Form Started By: Hal Hawes | | Started On: 02/15/2024 02:08 PM |
| Final Approval Date: 02/16/2024 | | |

DocuSign Envelope ID: 5011161D-BAD1-475F-AE5C-F38ECCC9347F

# FIRST AMENDED AND RESTATED FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FIRST AMENDED AND RESTATED FARM LEASE (the "First Amended Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and Weldon Copeland and Kevin Copeland, jointly and severally, hereinafter collectively referred to as "Lessee."

Lessor and Lessee executed that certain Farm Lease dated effective January 9, 2024 relating to the lease of approximately 124 acres, more or less, situated near the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas (the "Original Lease"). Following execution of the Original Lease, Lessor determined that an additional 25 acres of land situated adjacent to the said 124 acres of land was not being currently used by Lessee's landfill operator and that such additional 25 acres of land was available for farming purposes. Lessor and Lessee have agreed, pursuant to the terms of this First Amended Lease, to add the additional 25 acres of land to the leased premises described in the Original Lease.

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of two separate and adjoining tracts of land that consist of approximately 149 acres, more or less, situated near the intersection of Landfill Road and FM 1660 in Hutto, Williamson County, Texas, as described in Exhibits "A" & "A-1" (the "Premises"), subject to the following terms and conditions:

DocuSign Envelope ID: 5011161D-BAD1-475F-AE5C-F38ECCC9347F

## ARTICLE 1: TERM OF LEASE

The total term of this First Amended Lease shall be five (5) years, commencing on the 1st day of February, 2024 (the "Commencement Date") and terminating on the 31st day of January, 2029 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this First Amended Lease are as follows:

**First Lease Period:** **February 1, 2024 to January 31, 2025 (12 months)**

**Second Lease Period:** **February 1, 2025 to January 31, 2026 (12 months)**

**Third Lease Period:** **February 1, 2026 to January 31, 2027 (12 months)**

**Fourth Lease Period:** **February 1, 2027 to January 31, 2028 (12 months)**

**Fifth Lease Period:** **February 1, 2028 to January 31, 2029 (12 months)**

## ARTICLE 2: RENT; PAYMENT OF RENT

**A.** **Rent:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of **$2,235.00** (approximately 149 acres at $15.00 per acre) for each twelve (12) month lease period**.**

**B.** **Payment of Rent:** The payment of the total rental amount for each lease period shall be paid in two (2) separate equal installments during each Lease Period, with the first installment being due on or before February 1st and the second installment being due on or before August 1st.

**C.** **Place of Payment:** All rental payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626.

## ARTICLE 3: TAXES

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**Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf. Lessee further agrees to pay, within thirty (30) days of receiving a statement from Lessor, all taxes, assessments and governmental charges of any kind and nature whatsoever levied or assessed against the Lessor's real property (*i.e.* ad valorem taxes) and any such amount shall be deemed to be additional Rent for purposes of this First Amended Lease and Lessee's failure to pay such amounts shall constitute a default hereunder.**

## ARTICLE 4: SUBORDINATION

This First Amended Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

## ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that Lessee shall

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only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

## ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

## ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

**A.** To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this First Amended Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease.

**B.** Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

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**C.** Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this First Amended Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

**D.** To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

**E.** Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

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**F.** Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

**G.** In the event this First Amended Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this First Amended Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

## ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

## ARTICLE 9: INDEMNIFICATION & INSURANCE

**A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

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**B. Insurance:** In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least $1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

## ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this

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Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

**A.** enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

**B.** may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional Rent within five (5) calendar days after same is sent to Lessee by Lessor; or

**C.** terminate this Lease, without liability, by written notice to Lessee, in which event, the First Amended Lease hereby created shall terminate on the tenth ($10^{th}$) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this First Amended Lease and to expel all occupants and to remove all property therefrom.

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Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

## ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

## ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this First Amended Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

## ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this First Amended Lease and retake possession

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of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

## ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

## ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are sold by Lessor to a third party, this First Amended Lease shall terminate. Not later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises.

## ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this First Amended Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this First Amended Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this First Amended Lease or to exercise any remedy, privilege, or option conferred by this First Amended Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise

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that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

## ARTICLE 17: LIMITATIONS OF WARRANTIES

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

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

## ARTICLE 18: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this First Amended Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

## ARTICLE 19: MISCELLANEOUS PROVISIONS

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

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**B. Place of Performance.** This First Amended Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

**C. Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

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

**E. Governmental Immunity.** Nothing in this First Amended Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

**F. No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

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

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

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

LESSEE: At the address set forth on the signature page below.

**I. Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

**J. Day.** Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

**K. Entire Agreement.** This First Amended Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions,

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or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this First Amended Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this First Amended Lease by direct reference.

EXECUTED to be effective as of the date of the last party's execution below.

**Lessor:**

Williamson County, Texas

By: _____

Printed Name: _____

Date: _____ ____, 20___

**Lessee:**

DocuSigned by:
By: Weldon R Copeland
F70A2B37B4C440F...
Weldon Copeland

Address: P O Box 670
Hutto, TX 78634

Date: 2/15/2024 ____, 20___

DocuSigned by:
By: Kevin C Copeland
F70A2B37B4C440F...
Kevin Copeland

Address: P O Box 222
Hutto, TX 78634

Date: 2/15/2024 ____, 20___

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# Exhibit "A"

Being three separate, adjoining and adjacent tracts of land consisting of approximately 149 acres of land, more or less, described as follows:

1. A 75-acre tract of land, more or less, situated in the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, being a part of the tract described in Volume 901, Page 924, Deed Records; and out of the John Thomas Survey, Abstract No. 610, Williamson County, Texas, as described in Volume 901, Page 924, Deed Records, Williamson County, Texas, Williamson County, Texas ("Tract 1");

2. A 49-acre tract of land, more or less, situated in the John F. Ferguson Survey, Abstract No. 231, Williamson County, Texas, being all of a called 50.00 acre. tract of land described in a Deed to Doug Scott, recorded in Document No. 2007075964, Official Public Records Williamson County, Texas ("Tract 2"); and

3. A 25-acre tract of land, more or less, being out of both a 201.54 acre tract of land in the John Dykes Survey, Abstract No. 186, Williamson County, Texas, as described in Volume 496, Page 524, Deed Records, Williamson County, Texas and out of that certain 60 acre tract of land in the John Dykes Survey, Abstract No. 186-A, Williamson County, Texas, as described in Volume 496, Page 521, Deed Records, Williamson County, Texas ("Tract 3").

The above-described tracts of land shall collectively constitute the "Premises". The boundary of the Premises is identified and depicted in the sketch and aerial depictions in Exhibit "A-1", which is attached hereto and incorporated herein for all purposes.

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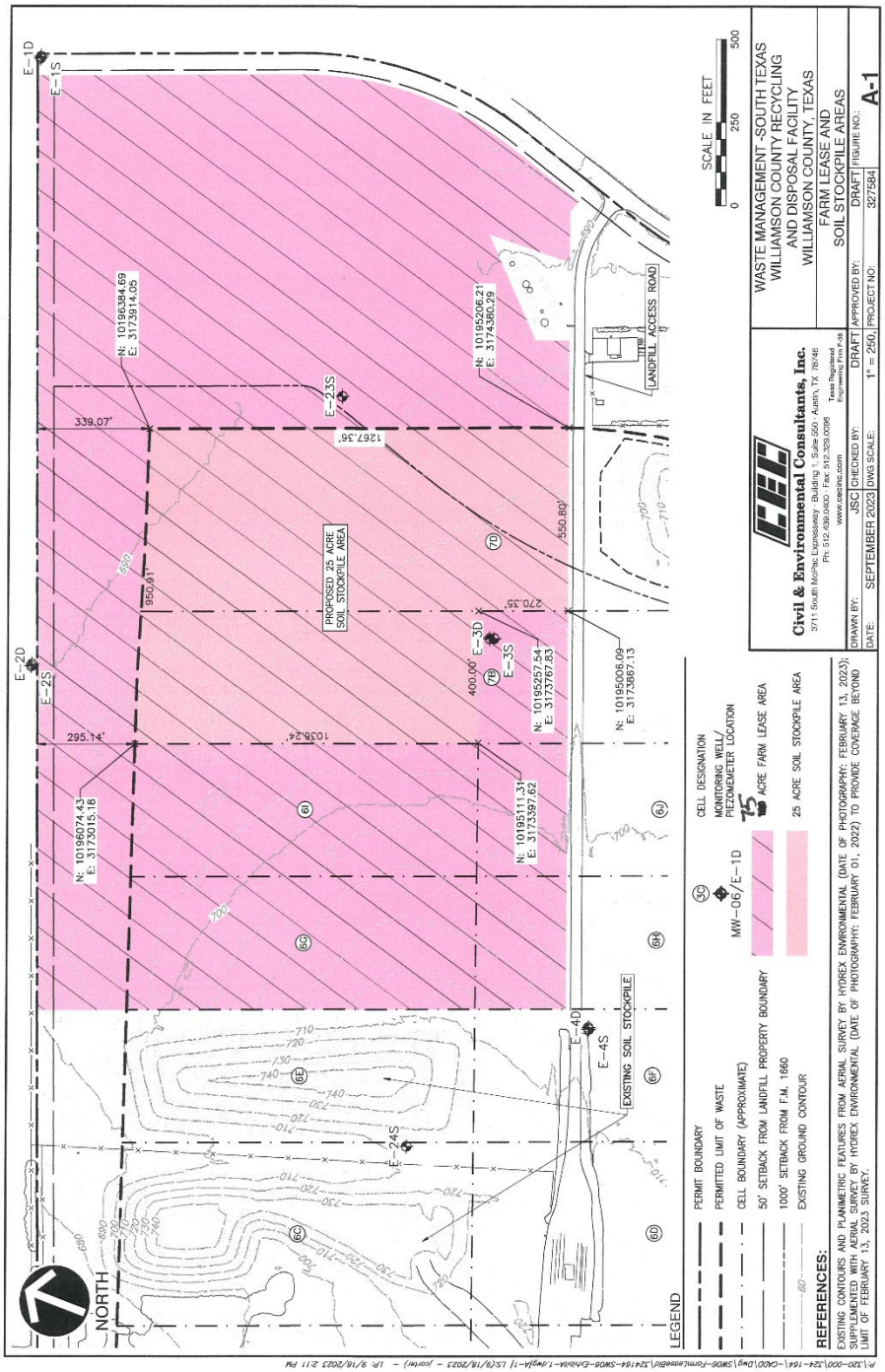
# Exhibit "A-1"

## Tract 1



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# Tract 2

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Tract 3

**Commissioners Court - Regular Session** **21.**

**Meeting Date:** 02/27/2024

Termination/Non-Renewal of services with CrowdStrike, Inc.

**Submitted By:** Jacqueline Lentz, General Counsel

**Department:** General Counsel

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the non-renewal of the Falcon Complete License Subscription and termination of the Terms and Conditions with CrowdStrike, Inc., effective April 11, 2024, and that appropriate officials take necessary actions to provide notice of such termination.

**Background**

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**Fiscal Impact**

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

**Attachments**

CrowdStrike Termination Letter

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/16/2024 08:45 AM |
| Form Started By: Jacqueline Lentz | | Started On: 02/15/2024 03:53 PM |
| Final Approval Date: 02/16/2024 | | |

# GENERAL COUNSEL
## WILLIAMSON COUNTY COMMISSIONERS COURT

401 W 6TH STREET, GEORGETOWN, TEXAS 78626

**HAL C. HAWES**
GENERAL COUNSEL

**SHANNON C. FRANCIS**
Assistant General Counsel

**JACQUELINE LENTZ**
Assistant General Counsel

**ELLYSSA COLLINSWORTH-STEWART**
Assistant General Counsel


February 27, 2024

CrowdStrike, Inc.
Attn: Craig Parrish, VP Corporate Sales
150 Mathilda Place, Suite 300
Sunnyvale, CA 94086

RE: FALCON COMPLETE
**NOTICE OF NON-RENEWAL/TERMINATION**
CUSTOMER # 5166345

Dear Craig Parrish:

As per the terms outlined in Section 13 of the CrowdStrike Terms and Conditions, executed April 11, 2023, the Williamson County Commissioners Court, as the legislative and governing body for Williamson County, has decided not to renew services with CrowdStrike, Inc.

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement for convenience, and the agreement will expire as of midnight on Thursday, April 11, 2024.

Williamson County would like to thank CrowdStrike for its assistance, cooperation, and services provided. If you would like to discuss this matter in further detail, please do not hesitate to contact me.

Sincerely,


Jacqueline C. Lentz
Assistant General Counsel
Phone: (512) 943-3824
Email: jacqueline.lentz@wilco.org

**Commissioners Court - Regular Session** **22.**

**Meeting Date:** 02/27/2024

BLX Engagement Letter

**Submitted For:** Julie Kiley **Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action regarding the engagement of BLX Group LLC to provide professional advice and counsel relating to cash flow analyses and bidding agent services in connection with Williamson County's investment portfolio; 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

BLX is currently under contract related to Arbitrage calcuations. This engagement letter will allow BLX to assist with management of investments for Bond proceeds as it relates to Arbitrage compliance. Scott Heselmeyer, County Treasurer, will be in Commissioners Court should there be questions.

## Fiscal Impact

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

## Attachments

BLX Engagement Letter SLGS

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 09:22 AM |
| Form Started By: Julie Kiley | | Started On: 02/22/2024 08:09 AM |
| Final Approval Date: 02/22/2024 | | |

BLX Group LLC
355 South Grand Avenue, Suite 2700
Los Angeles, CA 90071
Ph 213 612 2200
blxgroup.com

February 8, 2024

***Via Email***

Williamson County
D. Scott Heselmeyer
Williamson County Treasurer
710 Main Street, Suite 105
Georgetown, TX 78626

Re: Williamson County, Texas
Limited Tax Notes, Series 2021
Liquidation of Open Market Securities

Dear Mr. Heselmeyer:

This letter will confirm the engagement by the Williamson County, Texas (the "Client") of BLX Group LLC ("BLX") for the purpose of providing cash flow analyses and bidding agent services in connection with the investment portfolio (the "Portfolio") allocable to the gross proceeds ("Proceeds") of the above-referenced obligations. BLX will provide the following services under this agreement:

(A) BLX will perform cash flow and projected arbitrage analyses to evaluate the potential benefits of liquidating the Portfolio, in whole or in part, and in lieu of re-investing the Proceeds in the Client's Project Fund, re-investing the Proceeds in State and Local Government Series - Demand Deposit securities ("DD SLGs"). The expected potential benefits of this investment strategy for the Client is based upon the expected increase in retainable earnings (i.e. net of required arbitrage rebate and/or yield restriction payments to the IRS pursuant to the Treasury Regulations) over the expected retainable earnings of the current Portfolio (and re-investment of Portfolio receipts in the Project Fund). For purposes of quantifying the expected benefits, BLX will work with the Client to establish appropriate expected drawdown schedules of the expenditure of the Proceeds and assumptions for the rate of earnings in the Project Fund and DD SLGs.

(B) As part of implementing the DD SLGs investment strategy, BLX will act as bidding agent for the purpose of liquidating the open market securities contained in the Portfolio.

(C) BLX will work with the Client to establish the key individuals involved in executing the transaction, including individuals from the critical parties involved in completing the transaction (i.e., Client, bond counsel, etc.).

(D) BLX will prepare a Request for Bids ("RFB") to be reviewed and approved by the Client and its financing team prior to use. The RFB will be used to sell the open market securities.

(E) BLX will prepare a proposed list of qualified entities to receive the RFB to be approved by the Client.

(F) BLX will coordinate a competitive solicitation of bids. A summary of the bids received will be provided to the Client via BLXBid.com. The Client will have the right to reject any and all bids and will have full discretion to award or not award the sale of the securities.

(G) If awarded, BLX will work with the Client, bond counsel, trustee, and the purchaser (the "Provider") to close the transaction.

BLX is registered with both the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") as a Municipal Advisor. As a Municipal Advisor, BLX is subject to certain rules and regulations of those organizations. Pursuant to MSRB rules, BLX is required to deal fairly with all persons. SEC rules also confirm that we are to uphold a fiduciary duty to Municipal Advisory clients.

The services provided by BLX will be limited to those set forth above. The term of this engagement remains effective during BLX's services and will terminate upon closing of the transaction. Either party may terminate this engagement without cause upon giving prior written notice to the other party of its intention to terminate. The rights and obligations of BLX under this engagement may not be assigned without prior written consent of the Client. BLX will have no discretion or control over final decisions regarding solicitation and selection of the investment providers and execution of the sale of securities. All such final decisions will be made by the Client. BLX shall neither take possession of nor act as Custodian for any cash or securities of the Client at any time during the term of this engagement.

BLX Fees and Compensation

**Bidding Agent Services:** BLX's fee to act as bidding agent in the sale of securities will be $46,000 and will be due and payable contingent upon the settlement of the sale of the securities. The fee paid to BLX for bidding agent services, at the Client's option, shall be paid either by the Client or on behalf of the Client, directly by the Provider to BLX.

The fee paid to BLX as compensation for its services effectively reduces the proceeds realized from the sale of the securities.

Most forms of compensation for Municipal Advisors have some sort of potential conflict of interest inherent in the payment arrangement. Hourly fees are the product of the number of hours worked by BLX personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest because it could create an incentive for BLX to recommend alternatives that would result in more hours worked. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. These conflicts of interest will not impair BLX's ability to render unbiased and competent advice or to fulfill its regulatory duty to the Client.

*Conflict of Interest Disclosures*

The Client is aware that BLX is a subsidiary of Orrick, Herrington & Sutcliffe LLP ("Orrick"). Although Orrick is a law firm, BLX does not provide legal services.

BLX and/or Orrick may have client relationships with other parties involved in some manner with the Client or the financing transaction relating to the funds being invested (for example, underwriters, trustees, rating agencies, insurers, credit providers, lenders, contractors, developers, advisors, other Municipal Advisors, investment advisors/providers/brokers, public entities, other Municipal Advisory clients and others) whether with respect to the Client or some unrelated matter. However, to the extent that a potential attorney-client conflict-of-interest is created by this engagement, the Client hereby waives any such conflict.

BLX has taken steps to identify potential conflicts of interest that may impact its ability to fulfill its duty under this Agreement. Please also note that some of the investment providers that receive the RFB/RFO and may win the bidding may have been, may be or may become clients of BLX or BLX's parent company Orrick, Herrington & Sutcliffe LLP ("Orrick"). However, none is or shall be a client of BLX or Orrick with respect to this transaction. To the extent that, because of any other relationship between BLX or Orrick and any investment provider, there may appear to be or is any conflict, actual or potential, with respect to the Client engagement of BLX, the Client hereby waives the conflicts and consents to any such other relationship. During this engagement, BLX will notify the Client if it becomes aware of any relationship with an investment provider that may pose a material conflict.

BLX serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another BLX client. For example, BLX serves as Municipal Advisor to other Municipal Advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, BLX could potentially face a conflict of interest arising from these competing client interests. BLX fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the Client.

If BLX becomes aware of any additional potential or actual conflict of interest after this disclosure, BLX will disclose the detailed information in writing to the Client in a timely manner.

SEC and MSRB Filings and History

BLX does not have any legal events or disciplinary history on BLX's Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Client may electronically access BLX's most recent Form MA and each most recent Form MA-I filed with the SEC at the following website using CIK 0001610628 in the fast search field: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against BLX,

BLX will provide complete disclosure to the Client in detail allowing the Client to evaluate BLX, its management and personnel.
Pursuant to MSRB Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- BLX is currently registered as a Municipal Advisor with the SEC and the MSRB.
- Within the MSRB website at www.msrb.org, the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

If the foregoing is acceptable to the Client, please so indicate by returning a signed copy of this letter and retain the original for your files. Thank you again for this opportunity to be of service. We look forward to working with you.

Very truly yours,
BLX GROUP LLC

By:

Jeff Higgins
Managing Director

ACCEPTED AND AGREED:
Williamson County, Texas

The undersigned hereby acknowledges that he/she 1) is authorized to enter into this agreement on behalf of the Client, and 2) that she/he has been given the opportunity to raise questions and discuss this engagement letter with BLX.

By: _____ Date: _____

**Commissioners Court - Regular Session** **23.**

**Meeting Date:** 02/27/2024

Elections Department Uniform Policy

**Submitted For:** Bridgette Escobedo **Submitted By:** Judith Ritchie, Elections

**Department:** Elections

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving the uniform policy for the Elections Department.

### Background

This policy outlines the uniform guidelines for our Elections Staff as public-facing representatives of Williamson County Elections Department.

## Fiscal Impact

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

## Attachments

Uniform Policy

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:26 AM |
| Form Started By: Judith Ritchie | | Started On: 02/22/2024 10:06 AM |
| Final Approval Date: 02/22/2024 | | |

## Subject

Uniform for Elections Staff

## Purpose

The purpose of this request is to provide the Elections department uniform guidelines for Election Day Central Count in accordance with best safety practices put forth by the Secretary of State.

## Procedures

- Staff will be required to wear County shirts during Election Day and during Central Count.
- Uniform must not be worn out of the duties of the employment.
- Department specific badges must be worn 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 3 shirts will be issued annually and must be polo shirts (short or long sleeve).
- Badges must be specific to the department role within Williamson County.

**Commissioners Court - Regular Session** **24.**

**Meeting Date:** 02/27/2024

Maddie's Fund Investment

**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 an investment from Maddie's Fund for the Williamson County Regional Animal Shelter.

**Background**

Maddie's Fund would like to recognize the work Williamson County Animal Shelter is doing to help keep pets and people together. Maddie's Fund is offering a $10,000 investment to support lifesaving operations in the shelter.

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/14/2024 10:26 AM |
| Form Started By: Misty Valenta | | Started On: 02/13/2024 04:35 PM |
| Final Approval Date: 02/14/2024 | | |

**Commissioners Court - Regular Session** **25.**

**Meeting Date:** 02/27/2024

Best Friends Agreement and Investment

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

**Department:** Animal Services

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to accept an investment from Best Friends Animal Society.

### Background

Best Friends Animal Society would like to extend the Williamson County Regional Animal Shelter's participation in their Shelter Collaborative Program because of its great success. The Shelter Collaborative Program matched the Williamson County Regional Animal Shelter with Lampasas Animal Shelter to achieve a 90% overall save rate for dogs and cats in the shelter. $4,000 in grant funding is provided to the Williamson County Regional Animal Shelter to be used for lifesaving.

## Fiscal Impact

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

## Attachments

Shelter Collab Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/16/2024 08:46 AM |
| Form Started By: Misty Valenta | | Started On: 02/15/2024 04:24 PM |
| Final Approval Date: 02/16/2024 | | |

Best Friends SAVE THEM ALL

Atlanta • Kanab • Los Angeles • New York City • Salt Lake City

# BEST FRIENDS ANIMAL SOCIETY
# GRANT AGREEMENT

## BACKGROUND

Best Friends Animals Society ("BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific projects and/or needs.

Recipient (defined below) is a 501(c)(3) nonprofit animal welfare organization or a municipal shelter ("Recipient") and has been selected to receive a one-time grant (the "Grant") for the purposes set forth below. Each party shall be referred to herein individually as a "Party," and collectively as the "Parties."

This grant agreement ("Agreement") will govern the terms of the Grant. The Parties hereby agree to the following terms and conditions as of the date of the last signature below (the "Effective Date").

## AGREEMENT

### Section 1. Identification of Recipient, Grant Amount and Term

Full Legal Name of Recipient Organization: Williamson County on behalf of Williamson County Regional Animal Shelter ("Recipient")

EIN #: 74-6000978

Subject to the provisions of the Termination section below, the Grant will be disbursed using the following schedule of installment payments:

A. Within thirty (30) days upon receipt by BFAS of the executed Agreement and IRS Form W9: $4,000.00

The term of this Agreement, unless terminated pursuant to Section 7 below will be from January 1st, 2024, through June 30th, 2024.

Recipient acknowledges that BFAS and its representatives have made no actual or implied promise of funding except for the amount specified in this Agreement.

### Section 2. Use of Grant Funds

Recipient agrees to use the Grant for the program or project as described below:

Grant funding is provided to Recipient regarding the mentorship to assist the Lampasas Animal

Shelter in achieving a 90% overall save rate for dogs and cats in the shelter.

**Section 3. Grant Reports**

Recipient agrees to complete monthly grant reports provided by the shelter collaborative team, as well as continue to report monthly intake and disposition data of dogs and cats entering the shelter.

**Section 4. Grant Branding Terms and Promotion**

Recipient shall cooperate with BFAS regarding the promotion of the Grant. All press, news, or other media releases and other forms of publicity relating to the Grant, including web-based communications and social media posts must be pre-approved by BFAS. Any such publicity efforts proposed by Recipient shall acknowledge the participation of BFAS and shall be submitted by Recipient to Recipient's appointed contact at BFAS for review and approval not less than 5 business days in advance of the proposed dissemination date. Materials may not be disseminated without the express approval of BFAS. This provision shall apply only to promotion of the BFAS and not to other efforts carried out by Recipient.

Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the Grant and identifying Recipient by name. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends staff, including but not limited to BFAS volunteer team leaders, and news or magazine writers in the production of such news content.

Neither Party may use each other's logos, trademarks, or other intellectual property without express written permission.

**Section 5. Grant Recipient Representations and Warranties**

Recipient represents and warrants as follows:

A. Recipient is a qualified 501(c)(3) entity or government organization
B. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same;
C. There are no claims, investigations or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
D. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

**Section 6. Grant Restrictions**

In addition to abiding by the requirement that the Grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to

influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

**Section 7. Termination by Best Friends**

BFAS may immediately terminate this Agreement without penalty or any further obligation. Such event shall not constitute an event of default. All obligations of BFAS will cease upon the date of termination [including, but not limited to any payments scheduled not yet made pursuant to Section 2 above.]

**Section 8. Photo, Video, Digital and Audio Release**

Recipient grants to BFAS permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the Grant. Recipient grants to BFAS the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by BFAS or its employees, contractors or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by BFAS in its sole discretion including for identification purposes, to promote or report about BFAS events, activities and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of the Grant Period.

Recipient further agrees not to make any claim against BFAS or its employees, contractors or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this agreement releases and forever discharges BFAS from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

**Section 9. Non Disparagement**

Recipient agrees not to disparage BFAS during the Grant Period and for three years following the last disbursement of funds from BFAS to Recipient.

**Section 10. Release**

Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the Grant and its receipt of grant funds. Recipient agrees BFAS and its directors, officers, employees, representatives, agents, successors and assigns are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the program. Recipient releases BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to this Grant.

Recipient understands this Agreement discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may

result as a result of Recipient's work, participation and activities related to this Grant. Recipient releases BFAS and discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for BFAS' own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant.

**Section 11. Indemnity Agreement**

To the extent permitted by law, Recipient and its directors, officers, agents, employees, representatives, successors and assigns, agrees to indemnify and hold BFAS harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of actions or omissions related to the program or this Grant. This includes lone acts or omissions by Recipient as well as the combined acts of Recipient with others

**Section 12. Proprietary Information**

Recipient acknowledges and agrees that the following constitute "Proprietary Information": any secret or proprietary information relating directly to BFAS business, including, but not limited to, any network and donation process, services, members, donor and volunteer lists, business policies, employment records and policies, operational methods, marketing plans and strategies, business development plans, new personnel acquisition plans, technical processes, designs and design projects, inventions and research programs, trade know-how, trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business and financial affairs of Best Friends. It is not anticipated that Recipient will have access to BFAS proprietary information as a result of this Agreement. Nonetheless, Recipient acknowledges and agrees in the event Recipient learns of or comes into possession of any BFAS proprietary information, Recipient will notify BFAS and return said information. Recipient agrees that it will not sue, supply or disclose any Proprietary Information it happens to learn of to any third party, unless required by law.

**Section 13. Survival of Terms**

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases and indemnity agreement are perpetual. The agreement to maintain Proprietary Information confidential is perpetual. The Non Disparagement clause survives for three years following the last disbursement of funds from BFAS to Recipient.

**Section 14. Other Terms**

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient expressly agrees the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between BFAS and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights. Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity.

**By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Agreement.** If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

**Williamson County Regional Animal Shelter**

By:

*[electronic signature of authorized representative]*
Printed Name:
Title:
Date:

**Best Friends Animal Society**

By: Jessica Krueger

*[electronic signature of authorized representative]*
Printed Name: Jessica Krueger
Title: Strategist, Shelter Collaborative Program
Date: 2.14.24

**Commissioners Court - Regular Session** **26.**

**Meeting Date:** 02/27/2024

Greater Good Investment

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

**Department:** Animal Services

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to accept a grant investment from Greater Good.

### Background

The Williamson County Regional Animal Shelter was selected to receive a $700 investment from Greater Good in order to send staff members to the Cat Pawsitive 360 Conference in Houston, TX for continuing education.

## Fiscal Impact

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

## Attachments

Greater Good Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 08:35 AM |
| Form Started By: Misty Valenta | | Started On: 02/20/2024 11:39 AM |
| Final Approval Date: 02/21/2024 | | |

301 Union Street #21308 | Seattle, WA 98111

# GRANT PARTICIPATION AGREEMENT

This Grant Participation Agreement ("Agreement") sets forth the terms and conditions of the relationship under which

Williamson County Regional Animal Shelter

("PARTICIPATING ORGANIZATION" or "Donee") with a place of business at

1855 SE Inner Loop, Georgetown, TX

and Greater Good Charities ("GGC") shall operate with respect to the grant funding opportunities ("Grant") identified herein.

GGC is an independent 501(c)(3) charitable organization whose mission is to help people, pets, and the planet by mobilizing in response to need and amplifying the good. One way in which GGC works towards this mission is by providing support to best-in-class charitable organizations and programs in the form of cash or in-kind grants. GGC also provides grant services though some of its program activities.

GGC raises Donor funding and or distributes unsolicited donations, where either may be monetary, services, or in-kind goods, to advance its projects, programs, and charitable purposes.

GGC is offering funding, services, and or in-kind product opportunities and support to PARTICIPATING ORGANIZATION to assist PARTICIPATING ORGANIZATION in its program and service activities as described in an approved application submitted to GGC. The terms of that approved application are incorporated herein. Also incorporated herein by reference is any applicable Scope of Work describing specifics of the grant funding. Greater Good Charities may, at its sole discretion, provide Grants through this Agreement without requiring an application. All exhibits to this Agreement are incorporated herein and made part of this Agreement.

As a condition of receiving a GGC Grant, PARTICIPATING ORGANIZATION states that it is a registered nonprofit organization compliant with the laws and regulations of its governing jurisdiction of formation, a governmental organization or agency representing a public jurisdiction, or an otherwise qualified recipient of approved to receive Grants by GGC. PARTICIPATING ORGANIZATION agrees to the terms and conditions set forth below. PARTICIPATING ORGANIZATION specifically acknowledges that participation in this Grant opportunity is not a guarantee of funding nor an enforceable commitment by GGC to pay at any specific level of funds or at any specific time, other than as specified below. Any term or condition of this Participation Agreement contrary to any law or regulation governing the activities of a qualifying governmental organization as a Party hereto shall be inapplicable to that organization.

## GRANT FUNDING TO PARTICIPATING ORGANIZATION

Upon application and or GGC' approval, PARTICIPATING ORGANIZATION is eligible to receive from GGC a Grant. The type and amount of Grant shall be in GGC' sole discretion. The use of the Grant shall be only for that or those purposes i) identified in the "Grant Application" made through GGC' electronic Grant Management System and or ii) by mutual agreement between the parties, as described in Exhibit A, Scope of Work. Use of the Scope of Work exhibit allows for the use of new, multiple, and or installment grants to the same PARTICIPATING ORGANIZATION, over time. The additional terms and conditions contained in an agreed and executed Scope of Work shall be incorporated herein. The schedule for use and completion of all approved Grant(s) shall be by mutual agreement between the parties as described in Exhibit A or otherwise

contained in the approved Grant Application made through the GGC Grant Management System. Grants may be distributed to PARTICIPATING ORGANIZATION as a single payment and or delivery or Grants may be paid and or distributed in installments, as described in Exhibit A or the approved Grant Application made through the GGC Grant Management System. In some cases, the Grant may be delivered as in-kind products and or as program services. In those instances, in-kind Grants shall be subject to the same terms and conditions controlling the use of Grant funds.

GGC shall not discriminate in the selection, treatment, and or distribution of Grants to PARTICIPATING ORGANIZATIONS based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history).

**ORGANIZATION OBLIGATIONS**

**1. Restricted Funds**

a) PARTICIPATING ORGANIZATION acknowledges and agrees that GGC Grants received are restricted to the approved uses described in Exhibit A or the approved Grant Application made through the GGC Grant Management System. Any deviation requires written permission from GGC prior to redirecting the Grant's use. GGC will provide clarification in response to written inquiries.

b) Any GGC Grant not timely used or needed by PARTICIPATING ORGANIZATION in furtherance of approved uses per paragraph 1.(a), above, shall be returned to GGC within 6 months of a written request to do so from GGC.

**2. Reporting Requirements and Name and Media Use**

a) PARTICIPATING ORGANIZATION shall provide GGC with follow-up reporting as scheduled in Exhibit A, the approved Grant Application made through the GGC Grant Management System, or as otherwise requested by GGC. Grant awards of $250 or more in value require timely completion of a follow up form including photos, video, and stories demonstrating OUTCOMES (short-term effects) and IMPACTS (long-term effects) of the grant award. The form may also require financial reporting, receipts, and narrative description of how GGC funding was spent. GGC will provide you with this form and deadline as necessary. In accordance with 990 filing rules, PARTICIPATING ORGANIZATION shall also provide any necessary information to document donated funding in accordance with current IRS U.S. Tax Laws. Failure to report as required may result in the loss of future Grants and or repayment of the Grant to GGC.

b) GGC will, from time to time, use PARTICIPATING ORGANIZATION's name, photos, videos, stories, and other marketing assets in conjunction with GGC' projects and programs and other fundraising and marketing vehicles. Use of PARTICIPATING ORGANIZATION's marks and media shall be governed by the terms and conditions of Exhibit B, Grant of License, prior to any award of Grant. If PARTICIPATING ORGANIZATION wishes to have any PARTICIPATING ORGANIZATION reference removed from GGC materials, PARTICIPATING ORGANIZATION will contact GGC directly.

**3. Waiver and Limitation of Liability Regarding In-Kind Grants**

a) Waiver. Greater Good Charities shall not be responsible for, and PARTICIPATING ORGANIZATION hereby waives all claims against GGC for the quality, serviceability and/or fitness for use of any and all in-kind Grant products distributed as Grant property. PARTICIPATING ORGANIZATION assumes all responsibility for the proper storage and use of in-kind Grant products, including but not limited to, any special storage requirements necessary to prevent product spoilage, the supervision and safety of users of in-kind Grant products, whether human or animal, and the proper and timely disposal (or other required disposition) of outdated in-kind Grant products.

b) Limitation of Liability. In no event shall either party be liable to the other for special, consequential, punitive, or exemplary damages under this agreement. Each party's liability to the other shall be limited to the amount of insurance carried by the party that may be applicable to such claims as may arise or to the fees paid for the past twelve months under the agreement, whichever shall be greater. Nothing in this limitation shall be construed to imply any limitation of liability with respect to any third party who may make a direct claim against either Party.

c) This Limitation of Liability clause is subject to PARTICIPATING ORGANIZATION'S state and local laws and regulations. As such, this clause may be limited or otherwise void in certain jurisdictions. In the event PARTICIPATING ORGANIZATION is a governmental organization or agency, its regulatory requirements and or limitations shall apply.

**4. Donee Representations and Warranties**

a) Donee represents and warrants that it is a registered nonprofit organization compliant with the laws and regulations of its governing jurisdiction of formation, a governmental organization or agency representing a public jurisdiction, or an otherwise qualified recipient of approved to receive Grants by GGC, and that it will maintain good standing with such status.

b) Donee represents and warrants that it will at all times comply with all applicable federal, state, and local laws, rules, regulations and ordinances. Compliance includes but is not limited to those relating to the boarding, care, treatment, transportation and or use of animals, building codes and permitting, transportation and or storage of products, and applicable conservation and research restrictions and permitting regarding field activities.

c) Donee shall not discriminate in the selection, treatment, and or distribution of program donations to others, as permitted by the terms of the Grant, based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history).

d) Donee represents and warrants that it provides or conducts i) the highest standard of humane boarding, care, treatment, transportation, and use of animals and reasonably verifies that all persons participating in its program provide similar humane care and treatment, ii) the highest standard of human services care, treatment, transportation, and interaction and reasonably verifies that all persons participating in its program provide similar care and treatment of those served, iii) conservation and research efforts and activities using only scientifically and ethically defensible methods and reporting, and or iv) its programs' missions using an appropriate standard of care applicable to the circumstances.

e) Donee agrees to keep accurate electronic books of account and records covering all transactions relating to Donee's performance under this Agreement. Such books and records shall be kept

and maintained by Donee for a period of at least five (5) years from the dates of relevant transactions. GGC and/or a duly authorized representative of GGC shall have the right, during normal business hours, to access distribution records maintained in Donee's application database or elsewhere and to audit Donee with respect to the Grant and use thereof and to make copies and extracts thereof.

**5. No Representations or Warranties Regarding Products**

a) Donee understands and agrees that in-kind Grant Products are transferred to Donee "WHERE IS and AS IS". GGC makes no warranty or guarantee of any kind with respect to in-kind Grant Products and DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Donee (for itself, its legal representatives, successors and assigns),does hereby release and forever discharge and agree to indemnify and save harmless GGC (including but not limited to, its parent company, affiliates, subsidiaries, agents, servants, employees, officers, directors and trustees), from and against any and all losses, liability, claims, demands, actions or causes of action, and damages, of any kind, including court costs and attorneys' fees, which Donee or any other party has ever had, now has, or may in the future have against GGC, known or unknown, caused by, or arising out of, the use of the Grant and any in-kind Grant Products transferred hereunder.

b) Donee is not authorized by GGC to, and shall not, make any representation or warranty with respect to the Grant. When providing or transferring, with GGC' approval, in-kind Grant Product to Eligible Organizations, Donee shall provide such Eligible Organizations with written notice of the warranty disclaimer set forth herein.

**6. Confidentiality.**

Donee acknowledges that in the course of receiving the Donations hereunder, Donee may be exposed to certain confidential information of GGC, including but not limited to software programs, information systems, business operations, market research, new product development, studies, analyses, compilations, sales and financial information and practices, plans and future activities of GGC and its affiliated companies, business and marketing information, formulations, employee information and other information deemed by GGC to be proprietary to it. Donee agrees that all such information shall be retained by Donee as strictly confidential, shall not be made available to or for the benefit of any person without GGC' written consent, shall be used only in connection with the receiving Grants from GGC hereunder, shall not be disclosed to or discussed with any person other than those authorized by GGC, and shall be delivered to GGC immediately on request. Donee's obligations under this Section shall survive the expiration or termination of this Agreement. Notwithstanding any other provision of this Agreement, Donee may disclose information as required by law.

**7. Independent Contractors.**

Donee will always be an independent contractor and not an agent, partner, joint venture, or employee of GGC, and nothing contained herein shall be deemed as creating any employee/employer, partnership, or joint venture relationship between either GGC and Donee or GGC and any personnel of Donee. Donee shall indemnify and hold GGC and its affiliates harmless from any claims, demands, actions, losses, liabilities or expenses arising from any assertion or finding to the contrary, to the extent such assertion or finding is attributable to the acts of Donee. Donee shall be solely responsible for paying its

estimated income tax (if any). Donee understands and agrees that neither it nor any of its personnel shall be entitled to participate in any welfare or retirement benefit plans offered by GGC to its employees. Donee assumes responsibility for any of its personnel providing services in connection with this Agreement, and will make all deductions for Social Security, withholding taxes, contributions for unemployment compensation funds, and shall maintain worker's compensation and liability insurance for each such person. Neither Donee nor any of its personnel will have any authority to bind or commit GGC to any obligation or agreement, or act as the agent of GGC in any respect.

**8. US OFAC Sanctions Acknowledgment and Compliance Statement**

None of the Participating Organization, its operating partnerships or any of their respective subsidiaries (collectively, the "Entity") or, to the knowledge of the Entity, any director, officer, employee, agent, affiliate or representative of the Entity, is an individual or entity ("Person") that is, or is owned or controlled by a Person that is (A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("Sanctions"), nor (B) located, organized or resident in a country or territory that is the subject of Sanctions; the Entity will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person: (A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or (B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise); and the Entity has not knowingly engaged in, is not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

**9. Miscellaneous**

a) Donee shall not assign this Agreement in whole or in part without the prior written consent of GGC.

b) Donee, its employees, agents, and representatives will not discriminate because of age, race, religion, creed, color, national origin, disability, sexual orientation, gender, or veterans' status in the recruitment, selection, training, utilization, promotion, termination, or other employment-related activities. This Agreement and all services provided hereunder are expressly subject to the provisions of the United States Executive Order 11246, as amended, and other applicable Federal Regulations and Orders, issued under or pursuant to the Equal Employment Opportunity Act.

c) This Agreement contains all the understandings and representations between the parties relating to the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. No modifications of this Agreement or any of its terms shall be effective unless in writing signed by the duly authorized representatives of the parties as described herein. None of the provisions of this Agreement can be waived or modified except in a writing signed by both parties.

d) This Agreement shall be exclusively enforced and interpreted using the English (US) language.

e) The terms and provisions of this Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Washington, United States of America without giving effect

to its choice-of-law provisions or to any rule construing ambiguities against the draftsperson. The state courts of the State of Washington in Seattle and King County, and, if the jurisdictional prerequisites exist, the United States District Court for the Western District of Washington, shall have sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or relating to this Agreement. Each party hereto consents to and waives any objection to the personal jurisdiction and venue of said courts, and, further, consents to the service of legal process in accordance with the rules of said courts or, alternatively, in the same manner prescribed for serving notices pursuant to this Agreement. In the event that Licensor is a federal, state or local governmental agency, jurisdiction and venue shall be that jurisdiction and venue of the governmental agency.

f) In the event any action or suit is brought by either party by reason of any default or breach of this contract by the other, then the non-defaulting party shall be entitled to recover from the defaulting party all of its costs and expenses of suit, including reasonable attorneys' fees and costs.

g) The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable, in whole or in part, the remaining terms and provisions shall be unimpaired, and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. This Agreement is the product of arms-length negotiations between parties knowledgeable of its subject matter who have had the opportunity to consult counsel concerning the terms and conditions of this Agreement prior to the execution hereof. Any rule of law that would require interpretation of any provision against the party responsible for its inclusion herein shall have no effect on the interpretation of this Agreement. Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith and fair dealing. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of an executed counterpart or a copy scanned into a PDF format of an executed counterpart shall be valid and have the same force and effect as an original.

h) No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

i) The captions and headings in this Agreement are for convenience only and in no way define, limit, or affect the scope or substance of any provision of this Agreement.

j) All notices given under this Agreement shall be delivered in writing by (a) certified mail, return receipt requested, (b) reputable overnight courier (e.g. Federal Express), or electronic mail addressed to the other party at the following addresses or such other address as a party may designate in writing to the other party hereto. Notice shall be deemed given upon receipt.

If to Donor:
Greater Good Charities
301 Union Street, #21308
Seattle, WA 98111
Attention: Legal
Email: legal@greatergood.org

If to Donee:
Address line 1
Address line 2
Address line 3
Attention: Full name
Email: mvalenta@wilco.org

**10. DURATION**

This agreement may be modified by mutual written consent of authorized representatives from PARTICIPATING ORGANIZATION and GGC. This agreement becomes effective upon signature by authorized representatives from PARTICIPATING ORGANIZATION. Voluntary termination may be affected by either Party in writing and with thirty (30) days' notice. Modifications to this agreement must be in writing and signed by both parties. The initial Term of this Agreement shall be one (1) year from the Effective Date. Absent a written notice of termination by either Party, this agreement shall automatically renew each year on the day prior to its annual expiration date.

**11. CONTACT INFORMATION**

| | |
|---|---|
| PARTICIPATING ORGANIZATION name: | Williamson County Regional Animal Shelter |
| PARTICIPATING ORGANIZATION Representative: | Misty Valenta |
| Title: | Animal Services Director |
| Mailing address: | 1855 SE Inner Loop<br>Georgetown, TX 78626 |
| Telephone: | 512-943-3322 |
| Email: | mvalenta@wilco.org |

GGC has ultimate authority and discretion regarding the distribution of its funds, services, and in-kind Grant products. All expenditures made are consistent with the exempt purposes of GGC and in accordance with donor intent.

301 Union Street #21308 | Seattle, WA 98111

**IN WITNESS WHEREOF**, the PARTICIPATING ORGANIZATION has caused this Participation Agreement to be signed by their respective and duly authorized representative as of the date set forth below.

PARTICIPATING ORGANIZATION

_____
Signature

Bill Gravell, Jr
Print Name

County Judge
Title

_____
Date

301 Union Street #21308 | Seattle, WA 98111

# EXHIBIT A

## PROGRAM SCOPE OF WORK

The Grant Amount, Purpose, and Scheduling of Funding and Reporting, etc. shall be those specified in the Scope of Work which is incorporated herein by reference. If no Scope of Work is applicable to this Participation Agreement, the Grant Amount, Purpose, and Scheduling of Funding and Reporting shall be those specified in the Grant Application and any additional terms listed below. The Participation Agreement contemplates multiple Grant Applications and or Scope of Work Exhibits to operate simultaneously or sequentially, as an Exhibit A.

301 Union Street #21308 | Seattle, WA 98111

## EXHIBIT B

## GRANT OF LICENSE TO GREATER GOOD CHARITIES

1. This Grant of License Agreement is made by and between the Parties.

2. The Parties anticipate some efforts to create, exchange, and/or use certain media materials in a collaborative process relating to the purpose of the Grant described in this Agreement and recognize the need to protect themselves and others with respect to any claims or conditions associated with the creation, exchange and/or use of any such media materials.

3. Definitions.

a. “License Agreement” means this portion (Exhibit B) of the Agreement governing the rights and obligations between the Licensor and GGC, as set forth herein.

b. "Licensed Material" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any Reproductions thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, which is licensed to GGC by Licensor under the terms of this License Agreement. Any reference in this License Agreement to the Licensed Material shall be to each individual item within the Licensed Material and also to the Licensed Material taken as a whole.

c. "Licensee" means the Greater Good Charities as set forth herein as the Party receiving the rights to the Licensed Materials as specified hereunder.

d. "GGC Created Material" means any still image, film or video footage, audio product, visual representation generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any Reproductions thereof, or any other product protected by copyright, trademark, patent or other intellectual property right, which is created by GGC, an employee of GGC or by an agent of GGC. Any such materials created by Greater Good Charities shall be its exclusive property with full right, title, and interest in any such materials. Any reference in this License Agreement to the GGC Created Material shall be to each individual item within the GGC Created Material and also to the GGC Created Material taken as a whole.

e. "Licensor" means the person or entity set forth herein as the counterpart to GGC and, in the context of the License Agreement, the party granting to GGC or others the rights to the Licensed Materials as specified hereunder.

f. “Party”, in the context used herein, may, in context, mean either Greater Good Charities or the Licensor.

g. "Reproduction" and "Reproduce" mean any form of duplication, copying or publication of any or all of the Licensed Material, via any medium and by whatever means, and/or the distortion or manipulation of the whole or any part of the Licensed Material and the creation of any derivative work from the Licensed Material.

4. Grant of License, Rights & Restrictions.

a. Subject to the terms and conditions contained herein, Licensor grants to GGC limited, irrevocable, non-exclusive, non-transferable, perpetual, royalty-free, worldwide rights to Reproduce the Licensed Material identified hereto, as well as identified and/or requested in any additional agreement between the parties as identified herein. These rights may be exercised by GGC approved third parties, including but not limited to GGC donors, subcontractors, and entities supporting GGC interests, provided that any third party agree to abide by the terms of this License Agreement.

b. GGC may utilize the Licensed Material in any efforts deemed by GGC, in its sole discretion, to be in furtherance of the purpose set forth in the recital above or in conformance with specific authorized uses set forth in a separate additional agreement between the parties (e.g., the Licensor and Licensee named herein).

c. GGC may alter, crop, manipulate and create derivative works of the Licensed Material.

d. Pornographic, defamatory or otherwise unlawful use of Licensed Material is strictly prohibited.

e. Licensed Material shall not be incorporated into a logo, trademark or service mark absent further notice and agreement between the Parties.

f. Licensed Material shall not be used contrary to any restriction on use that is notified, in writing, to GGC prior to the time the Licensed Material is delivered to GGC. GGC may, at its sole discretion, reject any such restricted Licensed Materials and require Licensor to provide substantially similar unrestricted Licensed Materials in substitution.

g. The use of GGC Created Materials shall not be restricted by the Licensor in any way. If GGC is licensing any GGC Created Materials to another entity, the terms of that license will be contained in a separate contract between the Parties, and not within this Agreement.

5. Copyright and Ownership.

a. No right, title, or interest in any Licensed Material provided by Licensor shall pass to GGC by the issuance of the license contained in this License Agreement.

b. All right, title, or interest in GGC Created Materials are and remain the sole property of GGC.

6. Releases.

a. Licensor represents and warrants to GGC that Licensor has obtained all required releases for Licensed Material, in light of the uses contemplated by this agreement. Licensor shall, upon written request by GGC, provide copies of any and/or all relevant releases in support of GGC' use of Licensed Materials.

b. Licensor acknowledges and agrees that the use of names, people, trademarks, trade dress, registered, unregistered or copyrighted designs or works of art or architecture depicted in any Licensed Material is permitted and licensable by a sufficiently comprehensive written release, and that Licensor is authorized to grant GGC the use rights contained in this Agreement.

c. In the event that any GGC Created Materials incorporate, modify or use any of the Licensed Materials in such a way as to require that GGC be added to releases/licenses obtained by Licensor, Licensor agrees to add GGC as a named beneficiary of its rights under such releases/licenses.

7. Warranty.

a. Licensor warrants that:

i. it has all necessary rights and authority to enter into and perform this License Agreement,

ii. the Licensed Material will be free from defects in material and workmanship for 30 days from delivery (Licensee's sole and exclusive remedy for a breach of this warranty being the replacement of the Licensed Material), and

iii. subject to Section 4 above (Releases), GGC' use of the Licensed Material in its original form, and when used in accordance with this License Agreement, will not infringe on any copyright, trademark or other intellectual property right and will not violate any right of privacy or right of publicity.

8. Limitation of Liability.

Neither party shall in any event be liable for punitive, special, indirect or consequential damages assessed against the other, whether or not arising from the other party's negligence, lack of due care or fault.

9. Infringement.

Upon notice from Licensor, or upon GGC' knowledge that any Licensed Material is subject to a threatened or actual claim of infringement, violation of another right, or any other claim for which Licensor may be liable herein, or if Licensor withdraws any Licensed Material for any good reason, GGC will physically remove the Licensed Material from its premises, computer systems and storage (electronic or physical) and, if possible, cease any future use at its own expense. Licensor shall provide GGC with comparable Licensed Material (which comparability will be determined by Licensor in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this License Agreement.

10. Miscellaneous Terms.

a. Governing Law. To the fullest extent permissible by applicable law, this Agreement will be governed in all respects by the substantive law of Washington State. Parties hereby submit to the exclusive jurisdiction of the state and federal courts located in King County, Washington. In the event that Licensor is a federal, state or local governmental agency, jurisdiction and venue shall be that jurisdiction and venue of the governmental agency.

b. Severability. If one or more of the provisions contained in the License Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be revised

only to the extent necessary to make them enforceable.

c. Waiver. No action of either Party, other than express written waiver, may be construed as a waiver of any provision of this License Agreement. A delay on the part of either Party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by either Party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of those rights or remedies on any other occasion. Both Parties agree that this Waiver clause shall not be subject to waiver.

d. Entire License Agreement. This License Agreement contains all the terms of the license agreement, and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both Parties. In the event of any inconsistency between the terms contained herein and the terms contained in the Governing Agreement or any other communication between the Parties, the terms of this License Agreement shall govern.

11. Notwithstanding any terms or licenses provided or granted herein, Licensor grants GGC general permission to use its name, seal, logos, pictures, photographs, or video and/or audio recordings of Licensor's staff/volunteers provided that GGC' use is not done in such a way as to imply any form of approval or endorsement of any product, website, event or other idea or product, unless GGC obtains Licensor's prior approval. GGC shall not use Licensor' name, logos, seal, pictures, photographs, or video and/or audio recordings of Licensor's staff/volunteers in any manner that discredits Licensor or tarnishes its reputation and goodwill; is false or misleading; or mischaracterizes the relationship between Licensor and GGC, including but not limited to, any use that might be interpreted as an endorsing, approving, or certifying GGC' products or services.

**Commissioners Court - Regular Session** **27.**

**Meeting Date:** 02/27/2024

Approval of Purchase for Bonfire Pro Seat License with Bonfire Interactive Ltd. for Purchasing Department/Information Services Department.

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the purchase agreement for an additional Bonfire Pro Seat License with Bonfire Interactive Ltd., in the amount of $2,362.50, as per DIR contract #DIR-TSO-4363, and authorizing the execution of the purchase agreement.

### Background

The Bonfire subscription is utilized by the Purchasing Department, allowing the department to create and manage solicitations, archive contracts and other functions needed to perform tasks within the department. The Purchasing Department has an active contract with Bonfire with a term of 10/01/2022 - 09/30/2026, allowing eleven (11) seats/licenses of usage. By adding a new position to the department, twelve (12) seats/licenses are now required for the system. Funding source: 01.0100.0503.004505 as per the FY 24 Budget. The department point of contact is Kerstin Hancock.

## Fiscal Impact

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

## Attachments

Bonfire Interactive LTD Service Contract Agreement Redacted

Form 1295 Bonfire

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 02:26 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:42 PM |
| Form Started By: Koren Shannon | | Started On: 02/16/2024 03:17 PM |
| Final Approval Date: 02/21/2024 | | |

# ORDER FORM

[redacted]

Expiry Date 2/7/2024

Bonfire
A Euna Solutions Brand

| | |
|---|---|
| **County Of Williamson** | **GTY Software Inc. dba Bonfire Interactive Ltd** |
| 710 S Main St | 603 Michigan Dr Unit 1 |
| Georgetown Texas 78626 | Oakville Ontario L6L 0G2 |
| United States | Canada |
| Kerstin Hancock | Leah Charbonneau |
| khancock@wilco.org | leah.charbonneau@eunasolutions.com |

**Start Date:** 3/1/2024 **End Date:** 9/30/2024 **Subscription Term:** 7

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

| | |
|---|---|
| **Bonfire Pro Seat**<br>• COI/NDA<br>• Approvals<br>• Vendor Management<br>• Solicitation Management<br>• Community Projects<br>• Unlimited Projects<br>• Unlimited Evaluators Included<br>• Unlimited Submissions Included<br>• Evaluation Groups Included<br>• Maintenance/Hosting Included<br>• Associated Releases/Upgrades Included<br>• On-going Support Included | 1 Seat |
| **Bonfire Questionnaires Module**<br>• Use templates to collect qualitative and quantitative vendor data for side-by-side comparison and auto-scoring | Included |
| **Bonfire Bid Tables Module**<br>• View vendor pricing side-by-side, filter, sort, and perform what-if analyses to optimize vendor selection | Included |

| Pricing Overview | Annual Amount | Term Amount |
|---|---|---|
| Subscriptions | USD 4,050.00 | USD 2,362.50 |
| **Services** | | USD 0.00 |

**Current Order Amount (before taxes):** USD 2,632.50

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

**Quote Comments:**

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

Please complete the questions below:

PO Number:

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

AP Contact Person's Email:

Invoicing Address Same as Above:

Tax Exemption Status:

Your order will be taxed using the applicable tax rate for your invoicing address. Your invoice will reflect the final total taxes effect at time of invoicing.

All sales are considered subject to sales tax unless the applicable exemption documentation has been received by Bonfire prior to invoicing.

| | |
|---|---|
| Customer Signature: | Bonfire Signature: DocuSigned by: Chris Daviau A2C7AD66A46D4C4... |
| Name: | Name: Chris Daviau |
| Title: | Title: Manager, Customer Success |
| Date: | Date: 2/13/2024 |

TERMS & CONDITIONS

The Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed at: https://dir.texas.gov/contracts/dir-tso-4363 (the"Agreement"). Please reference DIR Contract Number DIR-TSO-4363 on your purchase order.

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

THANK YOU FOR YOUR BUSINESS!

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1125990

**Date Filed:**
02/20/2024

**Date Acknowledged:**
02/20/2024

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

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

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

County of Williamson

**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.**

2024139
2024139

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Zanussi, Brandon | New Hamburg Ontario Canada | | X |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

**6 UNSWORN DECLARATION**

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

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

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

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

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

DocuSign Envelope ID: F70E11CB-A504-4712-B074-9213ABBE8CF4

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
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**Date Filed:**
02/20/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
GTY Software Inc. dba Bonfire Interactive Ltd.
Oakville Ontario Canada

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

**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.**
2024139
2024139

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Zanussi, Brandon | New Hamburg Ontario Canada | | X |
| | | | |
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| | | | |

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

**6 UNSWORN DECLARATION**

My name is Brandon Zanussi, and my date of birth is [redacted].

My address is [redacted] (street), New Hamburg (city), Ontario (state), [redacted] (zip code), Canada (country).

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

Executed in Canada County, State of Ontario, on the 20 day of Feb (month), 24 (year).

DocuSigned by:
Brandon Zanussi
665A28D2E85B441...
Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **28.**

**Meeting Date:** 02/27/2024

Approval of Addendum #5 with Certified Payments Contract #1708-179 for Electronic Payment Processing System for County Tax Assessor-Collector's Office

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving a contract extension with Accelerated Card Company, LLC dba Certified Payments in order to allow additional time to complete the solicitation process.

### Background

Per County Tax Assessor-Collector's Office request, an additional extension has been requested to allow additional time to complete the award on new solicitation #23RFP82 for these services. This extension will expire September 30, 2024. The first (1) extension term expired on September 30, 2022, the second (2) extension term expired on December 31, 2022, the third (3) extension term expired on March 30, 2023, and the fourth (4) extension term expired September 30, 2023. There is no expenditure for the county. All merchant service fees are paid by the customers making the payments. Department point of contact is Larry Gaddes.

## Fiscal Impact

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

## Attachments

Amendment #5 and Original Agreement

1295 Form Certified Payments

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 03:59 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 09:11 AM |
| Form Started By: Kim Chappius | | Started On: 02/15/2024 09:27 AM |
| Final Approval Date: 02/22/2024 | | |

**THE STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

**FIFTH ADDENDUM FOR**
**SERVICES CONTRACT BETWEEN**
**WILLIAMSON COUNTY, TEXAS AND**
**ACCELERATED CARD COMPANY LLC, d/b/a CERTIFIED PAYMENTS**

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors or service providers are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI,§ 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code.**

THIS FIFTH ADDENDUM TO SERVICE CONTRACT is made and entered into by and between Williamson County, Texas (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Accelerated Card Company, LLC, d/b/a Certified Payments** (hereinafter "Service Provider"), a corporation operating in the State of Texas with an address located at 100 Throckmorton St. Ste 200 Fort Worth, TX 76102. The County and Service Provider agree to the following additional terms to the Service Provider Agreement between the parties being dated November 6, 2017 (hereinafter "Agreement"):

I.

**Term:** The term of this Agreement shall be extended until **September 30, 2024**.

II.

In all other respects, the Agreement remains the same and is reaffirmed.

WITNESS the signatures of all parties in duplicate originals to be effective as of September 30, 2023.

| WILLIAMSON COUNTY: | ACCELERATED CARD COMPANY LLC, d/b/a CERTIFIED PAYMENTS: |
|---|---|
| By: _____ | By: [signature] |
| Print Name: _____ | Print Name: Mike LoMurro |
| Title: _____ | Title: President |
| Date: _____ ___, 20___ | Date: February 14, 2024 |

CERTIFIED PAYMENTS

# SERVICE PROVIDER AGREEMENT
## CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between Certified Payments, a division of Accelerated Card Company, LLC, with offices at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Williamson County, Texas 901 S. Austin Ave. Georgetown, TX 78626 ("Agency").

**RECITALS**

WHEREAS, Agency desires to accept payments from individuals or entities ("Customers") by Credit Card and pin-less debit card ("Agency Payments").

WHEREAS, Certified is a third party service provider that performs such Credit Card and pin-less debit card payment services ("Services").

WHEREAS, Agency desires to contract with Certified to provide such Services and Certified desires to provide the Services to Agency subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

**1. DEFINITIONS.** As used herein, the following terms have the meanings set forth below:

"Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

"Agency Bank Account" is the account Agency has established with Agency Bank for credit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the Bureau Credit Card Account Setup Form, Bureau Banking Information, which is attached hereto.

"Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Brands" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Convenience Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means both consumer and corporate, individual or company that purchases or uses the Services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"Processing Facility" refers to the appropriate credit or debit network to which Certified transmits transactions.

**2. CERTIFIED'S OBLIGATIONS.** Certified shall provide the Services as follows:

A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card and pin-less debit card. These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, or by other methods that may be offered by Certified from time to time.

B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.

C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa and Discover. American Express may be collected and processed at the discretion of the Agency and Certified.

D. Certified may charge each Customer a Convenience Fee for each Agency Payment processed. The Convenience Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Convenience Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Convenience Fee for each payment. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Convenience Fees collected by it hereunder.

E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith must be mutually agreed upon by Certified and Agency.

F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Convenience Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card.

G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Convenience Fee.

H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept.

I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Brands.

K. Prior to initiating any refunds to a Customer's Credit Card, Certified will attempt to obtain permission, either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card that was initially charged and, in Certified's sole discretion, may refund the corresponding Convenience Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.

L. Under the rules of the Card Brands, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however,

Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process.

M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a Credit Card refund or Credit Card Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

N. In order to provide the Services under this Agreement, Certified will provide, at Certified's sole expense, all necessary services in order to successfully interface with all Agency software, as follows: Oracle, Odyssey, Class, Orion, Quick Books, Pet Point and Edoc Technology.

**3. AGENCY'S OBLIGATIONS.**

A. In addition to this Agreement, Agency hereby agrees to the Merchant Processing Terms & Conditions found at www.CertifiedPayments.net/tc, as they may be revised from time to time, and further agrees to enter into any and all applicable agreements that are required to perform the Services hereunder, including without limitation any agreements required by Visa, MasterCard, Discover, American Express or the applicable sponsor bank. Such Agreements may include but are not limited to documents required by MasterCard, Visa, Discover and American Express, including the American Express Addendum attached hereto as Exhibit B. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Brands, including without limitation with respect to the use of specific Card logos and marks.

B. [intentionally left blank].

C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Brands, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

D. Agency agrees to promote the Services to its Customers. Promotions shall include publishing the Agency's Bureau Code, relevant IVR telephone number and URL of the Agency's website or Certified's website on all applicable tax instruction booklets, tax preparer communications, taxpayer information publications, citations, notices, utility bills and any related marketing material. Agency will obtain Certified's consent prior to publishing any materials that reference the Service and/or Certified.

E. Agency will not require, as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

4. **AGENCY'S RIGHT TO AUDIT**. Certified agrees that Agency or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Certified, which are directly pertinent to, the services to be performed or goods to be delivered hereunder to or on behalf of Agency for the purposes of making audits, examinations, excerpts and transcriptions. Certified agrees that Agency shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Agency shall give Certified reasonable advance notice of intended audits.

5. **INDEMNITY**. To the fullest extent permitted by law, Certified shall indemnify, defend, and hold harmless Agency, and Agency'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 Services described herein. To the extent caused by the negligence, acts, errors, or omissions of Certified 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 caused in whole or in part by a party indemnified hereunder.

**6. ADDITIONAL MATTERS**

A. Confidentiality. Neither party will disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding either party's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies. Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: Williamson County

c/o Dan A. Gattis, County Judge,

710 Main Street,
Suite 101
Georgetown, TX 78626

CERTIFIED PAYMENTS: Certified Payments, a division of Accelerated Card Company, LLC
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
notices@certifiedpayments.net

H. Term of Arrangement/Contract Extension. The initial term of this Agreement will be for a period of twelve (12) months, beginning on the date of the last party's execution of this Agreement and ending twelve (12) months thereafter. By mutual agreement of both parties, this Agreement may be extended in twelve (12) month increments, for up to an additional thirty-six (36) months, with the terms and conditions remaining the same.

I. Termination. Certified's performance of this Agreement is subject to the rules and regulations of the Card Brands, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or brand to terminate shall be immediate upon such event.

J. Agency's Right to Terminate. Agency may terminate this Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Certified. In the event Agency exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Certified for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Agency's termination for convenience.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; however, the rights and obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes fully responsibility for such obligations. This Agreement shall be binding upon and inure to the benefit of parties hereto and their permitted successors and assigns.

L. Entire Agreement; Modifications. This Agreement, together with the specifications of Williamson County RFP #1708-179, the exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the specifications of Williams County RFP #1708-179, the exhibits and schedules attached hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

N. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

O. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available in law or in equity to Agency, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Agency 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.

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

R. Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, either party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Agreement, and execution by either party of such agreements shall not constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on November 6, 2017.

AGENCY'S ACCEPTANCE:
**COUNTY NAME**

By: _____
Agency Signature

_____
Printed Name and Title

_____
Date

CERTIFIED'S ACCEPTANCE:
**ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS**

By: _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

# EXHIBIT A
# SCHEDULE OF CONVENIENCE FEES
## Confidential

This Exhibit A to the Service Provider Agreement between Certified and Agency provides as follows:

**1. Schedule of Convenience Fees.**

Certified and Agency agree to the following provisions:

A. 2.15 % or a minimum of $ 0.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for tax payments when Customer uses a Credit Card.

B. 2.15 % or a minimum of $ 0.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for non-tax payments when Customer uses a Credit Card.

The fees charged are subject to change by Certified as its costs increase. In the event of any fee change with which Agency does not agree, Agency may, in its sole discretion, immediately terminate this agreement.

**AGENCY'S ACCEPTANCE:**
**COUNTY NAME** Williamson County, Texas

By: _____
Agency Signature

DAN A GATTIS County Judge
Printed Name and Title

01-10-2018
Date

**CERTIFIED'S ACCEPTANCE:**
**ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS**

By: _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

# EXHIBIT B
# AMERICAN EXPRESS ADDENDUM

This instrument (the "Addendum") effective November 6, 2017, amends and supplements the Williamson County, Texas Agreement (as defined below) and the Certified Payments Agreement (as defined below), including any and all exhibits, amendments, addenda, appendices and supplements thereto respecting the acceptance of the American Express® Card. For the purpose of this Addendum, "Certified Payments" means Accelerated Card Company, LLC d/b/a Certified Payments, a Delaware limited liability company, located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102.

The term "Williamson County, Texas Agreement" shall mean the Agreement for American Express Card Services dated November 6, 2017 and any Amendment and/or Addendum to such Agreement whereby American Express and Williamson County, Texas have made available Card Acceptance for Government offices, agencies, and educational institutions and entities; and, such Williamson County, Texas agencies have initiated American Express Card acceptance. The term "Certified Payments Agreement" shall mean the agreement dated October, 2003 whereby American Express and Certified Payments, as the successor in interest to Cardtranz, Inc., have initiated American Express Card acceptance on behalf of various state and local governments. All other terms in this Addendum shall have the same meanings as they have in the Williamson County, Texas Agreement and/or the Certified Payments Agreement as such Agreements pertain to the parties of those Agreements.

Certified Payments hereby agrees to accept the Card on behalf of Williamson County, Texas (as permitted by Williamson County, Texas). The parties further agree that the Williamson County, Texas Agreement and the Certified Payments Agreement shall be deemed amended so that the Discount associated with such Charges on behalf of Williamson County, Texas County to Certified Payments shall be paid to American Express by Certified Payments. Payments for charges submitted on behalf of Williamson County, Texas shall be paid directly to Williamson County, Texas.

**The parties also agree to the following:**

**Disputed Transactions and Chargebacks:**

American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Certified Payments and not to Williamson County, Texas. Certified Payments will retrieve all requested information relating to the Disputed Charge and provide such to American Express. If a Cardmember contests the Convenience Fee relating to a Charge, the payment of that Charge to Williamson County, Texas also will be treated as contested. If the Disputed Charge results in a reversal of the Charge ("Chargeback"), both the Williamson County, Texas payment of that Charge and the Convenience Fee will be charged back by American Express. Williamson County, Texas payments will be charged back to Williamson County, Texas; Convenience Fees will be charged back to Certified Payments. In no case shall a Convenience Fee be charged back to Certified Payments without the related Charge also being charged back to Williamson County, Texas.

Certified Payments will provide reports to Williamson County, Texas of any Chargebacks either prior to or on the day the Chargeback is posted to Williamson County, Texas 's bank account. American Express will deduct any Chargebacks from amounts owed to Williamson County, Texas for Charges.

**Reporting:**

Certified Payments will provide reports to Williamson County, Texas that include all transactions, including Chargebacks and adjustments in a format agreeable to Williamson County, Texas.

**Refunds:**

Refunds will be processed through Williamson County, Texas agency's standard refund processes. The specific refund policy for each Williamson County, Texas agency will be posted on Williamson County, Texas agency's web site. American Express will accept proof of the refund via Williamson County, Texas agency's posted refund process in the event of a Dispute, and not allow the Chargeback.

**Limitation of Liability:**

In no event will Certified Payments or American Express be responsible hereunder for damages to Williamson County, Texas arising from delays or problems caused by any telecommunications carrier or banking system or Internet Services Provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the Agreement. Except as specifically indicated above, all terms and conditions of the Williamson County, Texas Agreement and the Certified Payments Agreement shall remain in full force and effect.

**Authority to Sign:**

Each party represents that the individual who signs this Addendum has authority to do so and to bind it to the terms and conditions of this Addendum. Each party further represents that they are authorized to sign and enter into this Addendum on behalf of their subsidiaries, affiliates and licensees that accept the Card.

**AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.**

By: _____

Date: 1/3/18

**COUNTY NAME:** Williamson County, Texas

By: _____

Date: 01-10-2018

**ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS**

By: _____

Date: 1/3/18

CERTIFIED PAYMENTS

# ACH PROCESSING SERVICES AGREEMENT

## ECheck Processing

This ACH Processing Services Agreement ("Agreement") is made and entered into by and between Accelerated Card Company, LLC. DBA Certified Payments, a Texas Corporation, with offices located at 100 Throckmorton Street, Suite 200, Fort Worth, TX 76102 ("Certified") and Williamson County, Texas 710 Main Street, Suite 101, Georgetown, Texas ("Agency").

**RECITALS**

WHEREAS, Agency desires to accept payments from its customers ("Customers") by electronic ACH ("ACH Entries") through a third party ACH Service Provider;

WHEREAS, Certified provides third party ACH Processing Services ("Services") pursuant to ACH Origination Service Agreements with Originating Depository Financial Institutions ("ODFI"), agreements with ACH Originators ("Originators") and other agreements with other parties that are a part of the ACH process (collectively "Participants").

WHEREAS, Agency desires to contract with Certified to provide such Services and Certified desires to contract with Agency to provide such Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Agency and Certified agree as follows:

**1. DEFINITIONS.** As used herein, the following terms have the meanings set forth below:

"ACH" (Automated Clearing House) is a clearing and settlement facility for the interchange of electronic debits and credits among financial institutions.

"ACH Entries" are the electronic transactions initiated and authorized by Agency's customers and processed by Certified.

"ACH Network" means the funds transfer system governed by the Rules of NACHA which provides for the interbank clearing of electronic entries for participating financial institutions.

"ACH Origination Service Agreement" shall mean the contractual agreement between Certified and an ODFI.

"ACH Returns" is the process of returning and settling funds that were dishonored by the RDFI and returned to the ODFI.

"Agency Bank" is the Depository Financial Institution where the Agency Bank account is maintained for Certified's access to settle financial payment transactions under this agreement.

"Agency Bank Account" is the Bank account Agency has established with Agency Bank for settlement of ACH credit and debit entries provided under the terms of this agreement, and identified as Exhibit B attached hereto. The Bank account will also be used for credits and debits incurred in connection with any reversed or returned electronic ACH entries.

"Convenience Fee" means the fee charged by Certified to Agency's customers for the convenience of using the ACH Processing Services in making the Agency's payment.

"Customer" means Agency's customer who submits a payment through Certified for processing through the ACH Network.

"MXP" means Mid-America Payment Exchange.

"NACHA" means the National Automated Clearing House Association that establishes the standards, rules and procedures that enable depository financial institutions to exchange ACH payments on a national basis.

"NACHA Rules" means the then-current National Automated Clearing House Association ("NACHA") ACH Operating Rules and Operating Guidelines published by NACHA.

"Net Total" is the net amount of ACH debits, credits and return Entries (in US Dollars) contained in the ACH Batch.

"ODFI" means the originating depository financial institution which accepts and processes debit and credit entries for distribution to an automated clearing house.

"Originator" means the person or organization that has authorized an ODFI to transmit a credit or debit entry to the account of a receiver with an RDFI or to the RDFI. In some cases, the ODFI may also be the originator.

"RDFI" (Receiving Depository Financial Institution) means a receiving depository financial institution intended to be the end recipient of either debit or credit entries to the account of a Recipient.

"Recipient" means any person or entity which has authorized Certified to originate electronic debit or credit entries to be posted to its account at a depository financial institution.

"Rules" means the combined MXP Rules, the NACHA Rules, the ODFI and Originator Rules as well as those rules of the Federal Reserve which apply to or govern the provision of the Services.

"Settlement Account" means a demand deposit account at the ODFI Bank, designated by Certified as the account to be used for, and in conjunction with Certified's automated clearing house transactions.

**2. CERTIFIED'S OBLIGATIONS.**

A. Certified will process Agency Payments from Agency's Customers through web initiated ACH entries and when available, through telephone initiated transactions.

B. In consideration of Certified's provision of services hereunder, Certified may charge Agency's Customers a Convenience Fee for each Agency payment processed. The Fee will be collected in addition to the corresponding Agency Payment. Exhibit A attached hereto details the Schedule of Fees that Certified may charge Agency's Customers.

C. Certified will originate and transmit two single-entry transactions, the Agency Payment and the corresponding Convenience Fee payment ("ACH Entries") to ODFI for processing through the ACH system pursuant to the ACH Origination Service Agreement between Certified and ODFI.

D. Certified will obtain express authorization from the Customer prior to initiating a debit to the Customer's account. Customer's express authorization allows Certified to instruct ODFI to initiate an electronic debit entry for Certified against Customer. It also permits Certified to reinitiate an Entry where the original Entry is returned and to assess a collection fee against Customer.

E. The express authorization will be identified as an ACH debit transaction and will identify both the payment amount to the agency and the convenience fee

payment. The authorization clearly states the terms of the ACH debit and encourages the customer to print and retain a copy of the authorization. The Customer must authenticate the authorization by signing and accepting the terms of the ACH Debit Authorization Agreement. Certified will store a copy of the authorization and produce a copy upon request.

F. Certified will provide each Customer with electronic confirmation of the Agency Payment and corresponding convenience fee.

G. Certified will transmit ACH Entries by batch to the ODFI according to a pre-determined schedule agreed upon by Certified and the ODFI.

H. Certified will generally transmit settlement to Agency's bank within 48 to 72 hours of the receipt of the ACH Entry. Certified will transmit a Net Total deposit to Agency's Bank account. Agency hereby authorizes Certified to initiate debit and credit entries to Agency's Bank Account. Certified shall retain all Convenience fees and any collection fees collected by it hereunder.

I. Agency will immediately reimburse Certified in connection with any reversed or rejected electronic entries or for any shortfalls or amounts Certified is unable to collect from Agency's customers.

J. Certified will provide Agency with ACH payment data and reports summarizing the use of the Services by Customers for a given reporting period. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file.

K. Certified will retain all logs and data for such period of time as required by applicable law and the rules and regulations of NACHA and Certified's ODFI.

L. In order to provide the Services under this Agreement, Certified will provide, at Certified sole expense, all necessary services in order to successfully interface with all Agency software, as follows: Oracle, Odyssey, Class, Orion, Quick Books, Pet Point, and Edoc Technology.

**3. AGENCY'S OBLIGATIONS.**

A. In addition to this Agreement, Agency agrees to enter into and any and all applicable agreements that are required to perform the services hereunder.

B. [Intentionally left blank].

C. In order to provide the Services hereunder, Certified is required to enter into agreements that include but are not limited to Third Party Processing Agreements with an ODFI as such term is defined and used under the rules promulgated by the National Automated Clearing House Association as modified from time to time.

D. Agency acknowledges and agrees that Certified will collect ACH payments from Agency's customers and transmit such entries for processing into the ACH network. As such, Agency acknowledges that the ODFI is acting solely in the capacity as a processor for Certified and the ODFI has no duty or obligation to Agency to inquire, review or investigate the nature of the transactions that occur between Agency and Certified. Agency is not a third party beneficiary of any Third Party Processor Agreement between Certified and the ODFI. Agency acknowledges that the ODFI has no fiduciary duties to Agency under this Agreement. Agency agrees to look solely to Certified for the performance of the processing services specified herein.

E. Certified is required to fully adhere to the procedures and rules of NACHA and the ACH Origination Service Agreement; accordingly, Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with any such request by Certified will be grounds for immediate termination of this Agreement.

**4. AGENCY'S RIGHT TO AUDIT**. Certified agrees that Agency or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Certified, which are directly pertinent to, the services to be performed or goods to be delivered hereunder to or on behalf of Agency for the purposes of making audits, examinations, excerpts and transcriptions. Certified agrees that Agency shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Agency shall give Certified reasonable advance notice of intended audits.

**5. INDEMNITY**. To the fullest extent permitted by law, Certified shall indemnify, defend, and hold harmless Agency, and Agency'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 Services described herein. To the extent caused by the negligence, acts, errors, or omissions of Certified 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 caused in whole or in part by a party indemnified hereunder.

**6. ADDITIONAL MATTERS**

A. Confidentiality. Neither party will disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding either party's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties. The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract. Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property. In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure. Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. [Intentionally left blank].

G. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: Williamson

County c/o Dan
A. Gattis,
County Judge
710 Main Street,
Suite 101
Georgetown, TX 78626

CERTIFIED PAYMENTS: Certified Payments, Inc.
Attn: General Counsel
100 Throckmorton Street, Suite 200
Fort Worth, TX 76102
applications@certifiedpayments.net

H. Term of Arrangement/Contract Extension. The initial term of this Agreement will be for a period of twelve (12) months, beginning on the date of the last party's execution of this Agreement and ending twelve (12) months thereafter. By mutual agreement of both parties, this Agreement may be extended in twelve (12) month increments, for up to an additional thirty-six (36) months, with the terms and conditions remaining the same.

I. Termination. Certified's performance of this Agreement is subject to the Automated Clearing House Origination Service Agreement, the Third Party Processor Agreement, the rules and regulations of NACHA, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from Certified's ODFI Bank to terminate shall be immediate upon such event.

J. Agency's Right to Terminate. Agency may terminate this Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Certified. In the event Agency exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Certified for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Agency's termination for convenience.

K. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations. This Agreement shall be binding upon and inure to the benefit of parties hereto and their permitted successors and assigns.

L. Entire Agreement; Modifications. This Agreement, together with specifications of RFP #1708-179, the Third Party Processor Agreement and exhibits and schedules attached hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including specifications of RFP #1708-179 and the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability. If any provision of this Agreement is held by court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

N. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

O. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available in law or in equity to Agency, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Agency 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.

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

R. Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, either party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this certain Agreement, and execution by either party of such agreements shall not constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on _____, _____.

**AGENCY'S ACCEPTANCE:**
**COUNTY NAME Williamson County, Texas**

By: _____
Agency Signature

Dan A Gattis County Judge
Printed Name and Title

06-10-2019
Date

CERTIFIED'S ACCEPTANCE:
**ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS**

By:
Authorized Representative

Ashely Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

# EXHIBIT A
# SCHEDULE OF FEES
## Confidential

This Exhibit A to the ACH Processing Services Agreement between Certified and Agency provides as follows:

**1. Schedule of Convenience Fees.**

Certified and Agency agree to the following provisions:

$___.50_____ shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge Customers for Agency payments when Customer initiates an ACH debit entry.

**AGENCY'S ACCEPTANCE:**
**COUNTY NAME**

**Williamson County, Texas**

By: _____
Agency Signature

Dan A Gattis County Judge
Printed Name and Title

01-10-2018
Date

**CERTIFIED'S ACCEPTANCE:**
ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS

By: _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

# EXHIBIT B
# AGENCY BANK ACCOUNT
## Confidential

This Exhibit B to the ACH Processing Services Agreement between Certified and Agency provides as follows:

AGENCY/BUREAU NAME: Williamson County, Texas BUREAU CODE: _____

Banking Information - ACH/ECheck

The undersigned authority authorizes Certified Payments to deposit ACH credits and withdraw ACH debits to and from the Agency Bank account listed below. The undersigned authority has supplied and hereby confirms the bank account information provided.

Bank Name: _____ Bank Contact Name: _____ Contact Telephone/Fax/Email: _____

Street Address: _____ City, State: _____ Zip Code _____

Bank Routing Number: _____ Bank Account/DDA Number: _____

Name on Agency Bank Account: _____

***PLEASE PROVIDE A COPY OF A VOID CHECK ON THE ABOVE-REFERENCED BANK ACCOUNT***

**AGENCY'S ACCEPTANCE:**
COUNTY NAME
**Williamson County, Texas**

By: _____
Agency Signature

DAN A GATTIS County Judge
Printed Name and Title

01-10-2018
Date

**CERTIFIED'S ACCEPTANCE:**
**ACCELERATED CARD COMPANY, LLC d/b/a CERTIFIED PAYMENTS**

By: _____
Authorized Representative

Ashley Rangel, Director of Operations
Printed Name and Title

1/3/18
Date

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1124443

**Date Filed:**
02/15/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Accelerated Card Company LLC d/b/a Certified Payments
Ft. Worth, 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, TX

**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.**
1708-179
Electronic Processing Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Certified Payments | Ft. Worth, TX United States | X | |
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**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Michael LoMurro, and my date of birth is [redacted].

My address is 100 Throckmorton, Suite 1800 (street), Ft Worth (city), TX (state), 76104 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 15th day of February (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1124443

**Date Filed:**
02/15/2024

**Date Acknowledged:**
02/15/2024

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

Accelerated Card Company LLC d/b/a Certified Payments
Ft. Worth, 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, TX

**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.**

1708-179
Electronic Processing Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Certified Payments | Ft. Worth, TX United States | X | |
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**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** **29.**

**Meeting Date:** 02/27/2024

Approval of Funding Agreement for Parent Mentoring Services from Family Restoration Coaching for District Courts

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving Funding Agreement #2024115 between Williamson County and Family Restoration Coaching for parent mentoring services for $40,000.00, exempting the purchase from competitive bidding requirements under Tex. Local Government Code 262.024 (a)(4) a personal or professional service, and authorizing the execution of the agreement.

### Background

Approval of this agreement will benefit the Williamson County Family Recovery Court by providing parent monitoring for court participants. Family Recovery Court received grant funding to promote reunification and strengthening of families involved in the Child Welfare Court System. The services are paid for by Office of Governor Grant Funding, and there is no General Fund budget impact for services rendered under this Funding Agreement. Funding source is 464P. Department Point of contact Ronald Morgan.

## Fiscal Impact

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

## Attachments

FRC Funding Agreement

Form 1295 FRC

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/22/2024 09:44 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 10:02 AM |
| Form Started By: Misty Brooks | | Started On: 02/15/2024 08:38 AM |
| Final Approval Date: 02/22/2024 | | |

**PARENT MENTORING SERVICES**
**FUNDING AGREEMENT**
**(Supporting Family Court Operations)**

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Tonya Foulkrod, dba "Family Restoration Coaching" ("Agency").

RECITALS

WHEREAS, the County has received funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that the Agency meets the definition of a "multi-disciplinary team member, legally authorized to handle or assist in the investigation, prosecution, or resolution of cases of suspected child abuse or neglect or to provide service to the child or the child's family" under Texas Administrative Code Rule §700.203.(a).(2), and as such, the Agency is someone to whom "DFPS may release case record information made confidential under §261.201(a) of the Texas Family Code";

WHEREAS, the Agency has agreed to accept the Funds in exchange for providing the needed services, all on and subject to the terms herein set forth; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

## ARTICLE I
## BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

## ARTICLE II
## FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

## ARTICLE III
## TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2023, when signed by all parties, and shall continue until September 30, 2024 ("Initial Term"). After the Initial Term, the Agreement shall automatically renew for four (4) successive one (1) year terms ("Renewal Term"), with the terms and conditions remaining the same.

## ARTICLE IV
## TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period.

Notwithstanding the foregoing, this Agreement may be terminated for convenience at any time at the option of either party, upon giving thirty (30) days written notice thereof.

In the event of termination, the Agency shall promptly repay to the County the amount of any unearned Funds.

## ARTICLE V
## INVOICING AND PAYMENT; AND
## TOTAL AMOUNT OF THE FUNDS

Services will be invoiced on a Per Client Per Month basis, on an adjusting scale based on the number of clients invoiced for the month. The scaled rates will be as follows:

| Number of Clients Served in Month | Cost per Client per Month |
|---|---|
| 1 | $1,000 |
| 2 | $800 |
| 3 | $700 |
| 4 | $600 |
| 5 or more | $500 |

The not-to-exceed cap for each term is $40,000.00. Agency shall submit an invoice once a month, including each Participant who received Services during the monthly period. Each invoice shall be submitted within ten (10) business days following the end of the invoiced month. The invoice shall:

- Identify the Participant who received the Services
- Identify the parent mentor who provided Services
- Identify the billing period
- Include the amount invoiced for the Services provided on the invoice at the agreed rate
- State a total.

The invoice shall be sufficiently itemized to reasonably detail services rendered for county payment. The invoice shall be transmitted electronically to the Family Recovery Court via email to frc@wilco.org who will then transmit the necessary documentation to the Williamson County Auditor.

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

## ARTICLE VI
## COUNTY'S RIGHT TO AUDIT; CONFIDENTIALITY OF RECORDS; AND RECORDS RETENTION BY AGENCY

The Agency agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

Confidentiality of Records. Agency shall maintain strict confidentiality of all records and information relating to the Services provided under this Agreement except to the extent the records and information is necessary to provide Services under this agreement, or as may be required by law, and shall enforce such confidentiality requirements with its volunteers, employees, or agents.

Records Retention. Agency shall retain all records and information for at least three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.

## ARTICLE VII
## GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION. TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, THE PARTIES AGREE TO MUTUALLY INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS EACH OTHER, THEIR OFFICIALS AND EMPLOYEES AND AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE OTHER OR ANY EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

0. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Solicitation of Staff. County agrees that the Williamson County Family Recovery Court shall not solicit for employment or for the independent rendering of any services similar to those described in this agreement any employee, subcontractor, or volunteer staff first put into service under this agreement by Agency, absent the express written permission of Agency, for a period of 24 months following the individual's last rendering of services under this agreement.

S. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

T. State and Federal Funding. Agency certifies that it is not ineligible to receive payments for Services provided from state or federal funds. This Agreement may be terminated, and payment withheld, if this certification is not accurate.

U. Grant Funding. Agency acknowledges that any payment obligation under this Agreement is from grant funds. No assurance is made of continued availability of funds beyond the amount above, or that future funding will be made available after the expiration of the grant.

V. Receipts. Agency shall account separately for the receipt of the payments received from Williamson County under this Agreement.

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

**Agency:**

Tonya Foulkrod, dba "Family Restoration Coaching"

By: Tonya Foulkrod

Printed Name: Tonya Foulkrod

Title: Principal

Date: 2/12/2024

Address:

~~4008 Greenhill Place~~

~~Austin, Texas 78759~~

402B W 51st St

Austin Tx 78751

**County:**

Williamson County, Texas

By: _____

Printed Name: _____

Title: Presiding Officer

Date: _____

Address:

710 Main Street, Suite 101

Georgetown, Texas 78626

**Exhibit "A" - Scope of Services**

The Agency shall provide public parent mentoring services to support Williamson County Family Court operations as follows:

1.1 Mentoring Services. Agency will provide Mentoring Services to Participants in Phase III of the Family Recovery Court ("FRC") program using the Verdant Pathways Curriculum.

> *Verdant Pathways is a parent mentoring curriculum developed by and licensed to Agency and includes different types of written, creative, reflective, and physical learning activities.*

Mentoring Services are intended to be a cooperative, collaborative educational and growth program that will help the parent learn skills critical to parenting and support them in their readiness for family restoration and preservation.

FRC Participants in Phase III of the FRC program will engage in Mentoring Services. To promote the FRC Bridge Model of providing "warm handoffs" between phases, Agency will begin involvement with the Participant in the last month of Phase II, and throughout Phase III, for a period of approximately **4** months. Recognizing that different Participants have different needs, it is possible that a Participant's engagement with Agency can be longer or shorter than 4 months.

Consistent with the Team-based approach of FRC, Agency staff will participate in staffing sessions and court hearings related to Participants who are receiving Mentoring Services, and will work collaboratively with other members of the FRC Team.

2.2 Administrative Services. Agency will recruit, train, deploy, and supervise qualified individuals to serve as Mentors to FRC Participants.

2.3 Program Team Participation. Agency staff will provide consultation regarding programmatic development.

3.1 Academic Research on Behalf of FRC. Agency acknowledges that the FRC is a program under development and is supported by an academically-based research component. Agency agrees to cooperate with the research being performed by members of the FRC Team.

3.2 Outcome Tracking Data. Williamson County agrees that Agency may perform analysis of the confidential data in its possession to continuously improve its services and to provide external reporting on the efficacy of the same. Any "external reporting" will involve only summary level metrics aggregated across numerous clients and will not contain the personally identifiable or inferable information of any particular client. Williamson County agrees that this type of "external reporting" does not constitute a breach of confidentiality.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1122385

**Date Filed:**
02/12/2024

**Date Acknowledged:**
02/15/2024

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

Family Restoration Coaching
Austin, TX United States

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

Williamson County

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

2024115
Professional Services - drug court mentoring

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Tonya, Foulkrod | Austin, TX United States | X | |
| John, Foulkrod | 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)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1122385

**Date Filed:**
02/12/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Family Restoration Coaching
Austin, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
2024115
Professional Services - drug court mentoring

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Tonya, Foulkrod | Austin, TX United States | X | |
| John, Foulkrod | Austin, TX United States | | X |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

**6 UNSWORN DECLARATION**

My name is Tonya Foulkrod, and my date of birth is [redacted].

My address is 402B W 51st St, Austin, TX, 78751, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 12th day of February (month), 2024 (year).

Tonya Foulkrod
Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **30.**

**Meeting Date:** 02/27/2024

Approval of Funding Agreement for Housing Services from Simple Sparrow Care Farm for District Courts

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving Funding Agreement #2024116 between Williamson County and Simple Sparrow Care Farm for housing services for $30,000.00, exempting the purchase from competitive bidding requirements under Tex. Government Code 2254.002(2)(A)(v) Medicine, and authorizing the execution of the agreement.

### Background

Approval of this agreement will benefit the Williamson County Family Recovery Court by providing occupational therapy for court participants. There is no General Fund budget impact for services rendered under this Funding Agreement. Funding Source is 464P. Department Point of Contact is Ronald Morgan.

## Fiscal Impact

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

## Attachments

Simple Sparrow Care Farm Agreement

Form 1295 Simple Sparrow Care Farm

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/22/2024 09:41 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 10:03 AM |
| Form Started By: Misty Brooks | | Started On: 02/20/2024 11:52 AM |
| Final Approval Date: 02/22/2024 | | |

**PROFESSIONAL SERVICES**
**FUNDING AGREEMENT**
**(Supporting Family Court Operations)**

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Simple Sparrow Care Farm ("Agency").

RECITALS

WHEREAS, the County has received funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that the Agency meets the definition of a "multi-disciplinary team member, legally authorized to handle or assist in the investigation, prosecution, or resolution of cases of suspected child abuse or neglect or to provide service to the child or the child's family" under Texas Administrative Code Rule §700.203.(a).(2), and as such, the Agency is someone to whom "DFPS may release case record information made confidential under §261.201(a) of the Texas Family Code";

WHEREAS, the Agency has agreed to accept the Funds in exchange for providing the needed services, all on and subject to the terms herein set forth; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

## ARTICLE I
## BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

## ARTICLE II
## FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

## ARTICLE III
## TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2023, when signed by all parties, and shall continue until September 30, 2024 ("Initial Term"). After the Initial Term, the Agreement shall automatically renew for four (4) successive one (1) year terms ("Renewal Term"), with the terms and conditions remaining the same.

## ARTICLE IV
## TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period.

Notwithstanding the foregoing, this Agreement may be terminated for convenience at any time at the option of either party, upon giving thirty (30) days written notice thereof.

In the event of termination, the Agency shall promptly repay to the County the amount of any unearned Funds.

## ARTICLE V
## INVOICING AND PAYMENT; AND
## TOTAL AMOUNT OF THE FUNDS

Services will be invoiced on a Per Client Per Session basis, at a rate of $150.00 per client, per session. The not-to-exceed cap for each individual client is $1,800. The not-to-exceed cap for each term is $30,000.00. Agency shall submit an invoice once a month, including each Participant who received Services and the number of sessions provided during the monthly period. Each invoice shall be submitted within ten (10) business days following the end of the invoiced month. The invoice shall:

- Identify the Participant who received the Services
- Identify the billing period
- Include the amount invoiced for the Services provided on the invoice at the agreed rate
- State a total.

The invoice shall be transmitted electronically to the Family Recovery Court via email to frc@wilco.org who will then transmit the necessary documentation to the Williamson County Auditor.

Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be

equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

## ARTICLE VI
## COUNTY'S RIGHT TO AUDIT; CONFIDENTIALITY OF RECORDS; AND RECORDS RETENTION BY AGENCY

The Agency agrees that County or its duly authorized representatives shall, until the expiration of three (3) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

Confidentiality of Records. Agency shall maintain strict confidentiality of all records and information relating to the Services provided under this Agreement except to the extent the records and information is necessary to provide Services under this agreement, or as may be required by law, and shall enforce such confidentiality requirements with its volunteers, employees, or agents.

Records Retention. Agency shall retain all records and information for at least three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.

## ARTICLE VII
## GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or

carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

0. Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. No Waiver. The failure or delay of any 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 consent to, waiver of or excuse for any other, different or subsequent breach.

R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

S. State and Federal Funding. Agency certifies that it is not ineligible to receive payments for Services provided from state or federal funds. This Agreement may be terminated, and payment withheld, if this certification is not accurate.

T. Grant Funding. Agency acknowledges that any payment obligation under this Agreement is from grant funds. No assurance is made of continued availability of funds beyond the amount above, or that future funding will be made available after the expiration of the grant.

U. Receipts. Agency shall account separately for the receipt of the payments received from Williamson County under this Agreement.

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

**Agency:**
Simple Sparrow Care Farm

By: _____

Printed Name: Judy Holcomb
Title: Executive Director
Date: 02/14/2024

Address:
1601 County Road 107
Hutto, Texas 78635

**County:**
Williamson County, Texas

By: _____

Printed Name: _____
Title: Presiding Officer
Date: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626

## Exhibit "A" - Scope of Services

The Agency shall provide recreational and occupational therapy to support Williamson County Family Court operations as follows:

1.1 Recreational Therapy. Agency will provide practitioners who are qualified to offer clinically recognized recreation and activity-based therapeutic modalities ("Recreational Therapists"). Recreational Therapists will provide these interventions to Participants in the Family Recovery Court ("FRC") program.

1.2 Occupational Therapy. Agency will provide practitioners who are qualified to offer clinically recognized therapeutic modalities that are designed to improve engagement in meaningful activities of daily life ("Occupational Therapist"). Occupational Therapists will provide these interventions to Participants in the Family Recovery Court ("FRC") program.

1.2 Participation in FRC Team. Consistent with the Team-based approach of FRC, Agency staff will participate in staffing sessions and court hearings related to Participants who are receiving and will work collaboratively with other members of the FRC Team.

1.3 Academic Research on Behalf of FRC. Agency acknowledges that the FRC is a program under development and is supported by an academically-based research component. Agency agrees to cooperate with the research being performed by members of the FRC Team.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1125454

**Date Filed:**
02/19/2024

**Date Acknowledged:**
02/20/2024

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

Simple Sparrow
Hutto, 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.**

Family Recovery Court

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

2024116
Professional Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Tanner, Jamie | Hutto, TX United States | X | |
| Holcomb, Judy | Hutto, TX United States | | X |
| Hall, Michael | Hutto, TX United States | X | |
| Hein, Kurt | Georgetown, TX United States | X | |
| Austin, Paul | Austin, TX United States | X | |
| Patterson, Brenda | Round Rock, TX United States | X | |
| Crockett, Erin | Georgetown, TX United States | X | |
| Weishuhn, Kathy | Pflugerville, TX United States | X | |
| | | | |

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

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1125454

**Date Filed:**
02/19/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Simple Sparrow
Hutto, 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.**
Family Recovery Court

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
2024116
Professional Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Tanner, Jamie | Hutto, TX United States | X | |
| Holcomb, Judy | Hutto, TX United States | | X |
| Hall, Michael | Hutto, TX United States | X | |
| Hein, Kurt | Georgetown, TX United States | X | |
| Austin, Paul | Austin, TX United States | X | |
| Patterson, Brenda | Round Rock, TX United States | X | |
| Crockett, Erin | Georgetown, TX United States | X | |
| Weishuhn, Kathy | Pflugerville, TX United States | X | |
| | | | |

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

**6 UNSWORN DECLARATION**

My name is Judy Holcomb, and my date of birth is [redacted]

My address is 1631 County Road 107, Hutto, TX, 78634, 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 19 day of Feb., 2024.
(month) (year)

Judy Holcomb
Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **31.**

**Meeting Date:** 02/27/2024

Approval of Purchase of CivilServe Annual Support and Maintenance from Tyler Technologies, Inc. for Information Systems

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving Purchase #2024111 between Williamson County and Tyler Technologies, Inc. for CivilServe annual support and maintenance for the amount of $54,783.55, pursuant to Sourcewell contract #0903220-TTI.

### Background

This purchase is for the recurring annual maintenance and support for the CivilServe/SoftCode application used by Williamson County's Constable's offices for case management. Funding Source is 01.0100.0503.004505 as per FY24 budget. The department point of contact is DeAnna Saucedo. Tyler Technologies, Inc. is a publicly-traded company. Therefore, no Form 1295 is required.

## Fiscal Impact

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

## Attachments

Tyler CivilServe Annual Maintenance and Support

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 01:44 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:07 PM |
| Form Started By: Misty Brooks | | Started On: 02/07/2024 02:38 PM |
| Final Approval Date: 02/21/2024 | | |

tyler technologies

Empowering people who serve the public®

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

**Questions**
Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Fax: 1-866-673-3274
Email: ar@tylertech.com

# THIS IS NOT AN INVOICE
# PROFORMA

| Company | Order No. | Date | Page |
|---|---|---|---|
| 020 | [redacted] | 01/09/2024 | 1 of 1 |

*020$107023%1-*

To: WILLIAMSON CO. SHERIFF'S OFFICE
508 SOUTH ROCK STREET
GEORGETOWN, TX 78626
United States

Ship To: WILLIAMSON COUNTY
P.O. BOX 647
JARRELL , TX 78626
United States

| Customer Grp/No. | Customer PO# | Payment Terms | Currency Code | Ship Via | Salesperson Cd |
|---|---|---|---|---|---|
| 1 [redacted] | [redacted] | Net 30 | USD | ELEC | |

| No. | Item/ Description/ Comments | Drop Ship | # Users | Quantity | U/M | Unit Price | Disc % | Total Cost |
|---|---|---|---|---|---|---|---|---|
| Contract No.: Williamson County | | | | | | | | |
| 1 | Renewal:<br>CivilServe Annual Support<br>**Maintenance Plan: ; Start: 02/05/2024, End: 02/04/2025; Term: 12 months**<br>: | No | 1 | 1 | EA | 54,783.55 | .00 | 54,783.55 |

Sourcewell 090320-TTI

**Does not include any applicable taxes** **Order Total** 54,783.55

**Comments:** Upon acceptance please email your purchase order to PO@tylertech.com

**Commissioners Court - Regular Session** **32.**

**Meeting Date:** 02/27/2024

Approval of Rental Agreement for Postage Machine Lease from Pitney Bowes, Inc. for the Sheriff's Office

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving Rental Agreement #2024127 between Williamson County and Pitney Bowes, Inc. for leasing a postage machine for the monthly charge of $713.53 for sixty (60) months pursuant to BuyBoard contract #656-21, and authorizing the execution of the agreement.

### Background

Approval of this lease will support the operations of the Williamson County Sheriff's Office. Lease is for sixty (60) months at a monthly rate of $713.53 per month and billed quarterly at $2,140.59. Funding Source is 01.0100.0560.004216 as per FY24 budget. Department point of contact is Virginia Johnson. Pitney Bowes, Inc. is publicly-traded and therefore, no Form 1295 is required.

## Fiscal Impact

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

## Attachments

Pitney Bowes Rental Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 01:59 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:08 PM |
| Form Started By: Misty Brooks | | Started On: 02/12/2024 01:36 PM |
| Final Approval Date: 02/21/2024 | | |

pitney bowes

# State and Local Term Rental Agreement

Agreement Number

## Your Business Information

**Full Legal Name of Lessee / DBA Name of Lessee**

WILLIAMSON CTY SHERIFFS OFC

**Tax ID # (FEIN/TIN)**

746000978

**Sold-To: Address**

508 S ROCK ST, GEORGETOWN, TX, 78626-5604, US

| Sold-To: Contact Name | Sold-To: Contact Phone # | Sold-To: Account # |
|---|---|---|
| Virginia Johnson | 5129431316 | [redacted] |

**Bill-To: Address**

508 S ROCK ST, GEORGETOWN, TX, 78626-5604, US

| Bill-To: Contact Name | Bill-To: Contact Phone # | Bill-To: Account # | Bill-To: Email |
|---|---|---|---|
| Virginia Johnson | 5129431316 | [redacted] | vjohnson@wilco.org |

**Ship-To: Address**

508 S ROCK ST, GEORGETOWN, TX, 78626-5604, US

| Ship-To: Contact Name | Ship-To: Contact Phone # | Ship-To: Account # |
|---|---|---|
| Virginia Johnson | 5129431316 | [redacted] |

**PO #**

## Your Business Needs

| Qty | Item | Business Solution Description |
|---|---|---|
| 1 | SENDPROMAILCENTER | MailCenter |
| 1 | 1FS1 | USPS Special Services Software |
| 1 | 1FWX | 15lb Interfaced Weighing Feature |
| 1 | 7W00 | MailCenter Meter |
| 1 | ALMSP360 | ALM Support for SP360 Cost Accounts |
| 1 | APAXL | Cost Acctg Accounts Level (100) |
| 1 | APKG | SendPro P SendPro 360 Ship Access |
| 1 | APSG | Connect+ 165 LPM Speed |
| 1 | CAABL | Basic Cost Acctg for SP MailCenter |
| 1 | F9PG | PowerGuard Service Package |
| 1 | HV1P | MailCenter Printer |
| 1 | HV96000 | MailCenter Weighing Platform |
| 1 | HVBD | MailCenter 3000 |
| 1 | HVSP | MailCenter Shipping Bundle |


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Pitney Bowes Confidential Information

| | | |
|---|---|---|
| 1 | M9SS | Mailstream IntelliLink Services 2 |
| 1 | ME1D | Meter Equipment - P Series, HV |
| 1 | MW90007 | SendPro P Series Drop Stacker |
| 1 | MW90020 | Side Guide - SendPro P3000/Connect+ 3000 |
| 1 | MW92705 | MailCenter 15in Display |
| 1 | PTJ1 | SendPro Online-PitneyShip |
| 1 | PTJ4 | Multicarrier Sending App w HW or Meter |
| 1 | PTJ8 | SPO-PitneyShip Mailing included w HW |
| 1 | PTJC | SPO-PitneyShip Individual |
| 1 | PTJN | Single User Access |
| 1 | PTK1 | Web Browser Integration |
| 1 | PTK3 | SendPro P Series Meter Integration |
| 1 | SBDS | Barcode Scanner |
| 1 | SJM3 | SoftGuard for SendPro P3000 |
| 1 | STDSLA | Standard SLA-Equipment Service Agreement (for MailCenter) |
| 1 | SYAB3 | Analytics - 2 Products |
| | SYAT31 | PitneyAnalytics Training Fee |

## Your Payment Plan

| **Initial Term: 60 months** | **Initial Payment Amount:** | |
|---|---|---|
| **Number of Months** | **Monthly Amount** | **Billed Quarterly at*** |
| **60** | **$ 713.53** | **$ 2,140.59** |

**Does not include any applicable sales, use, or property taxes which will be billed separately.*
*If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.*

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

( ) Purchase Power® transaction fees included
(X) Purchase Power® transaction fees extra


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Pitney Bowes Confidential Information

## Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at http://www.pb.com/states and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

BuyBoard #656-21
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Roger Donohue
Pitney Bowes Signature

Roger Donohue
Print Name

Operations Manager
Title

February 5, 2024
Date

## Sales Information

| Stanford Todd | stanford.todd@pb.com | |
|---|---|---|
| Account Rep Name | Email Address | PBGFS Acceptance |


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Pitney Bowes Confidential Information

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 02/27/2024

Approval of Agreement for Construction Services - The Brandt Companies, LLC - JJC Exhaust Fans Replacement - Phase I for Facilities Management

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Construction Services #2024144 with The Brandt Companies, LLC for the Juvenile Justice Center Exhaust Fan Replacement - Phase I for Facilities Management in the amount of $25,212.00 pursuant to Choice Partners Cooperative Contract #CSP-22-049MF, and authorize execution of the agreement.

### Background

This Agreement for Construction Services, Co-Op Contract, between Williamson County and The Brandt Companies, LLC., relates to the Juvenile Justice Center Exhaust Fan Replacement - Phase I, located at200 Wilco Way, Georgetown, TX 78626. Detailed scope is attached. Funding Source is 01.0100.1045.004509. Point of contact is Christy Matoska.

## Fiscal Impact

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

## Attachments

Agreement

Form 1295 - The Brandt Companies, LLC

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 02:12 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:18 PM |
| Form Started By: Stacian Williams | | Started On: 02/21/2024 11:25 AM |
| Final Approval Date: 02/21/2024 | | |

# Agreement for Construction Services

**(Cooperative Contract #CSP-22-049MF)**

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and The Brandt Companies, 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 JJC Exhaust Fan Replacement – Phase 1, which generally consists of the replacement of exhaust fans in Section 1 only (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 **Twenty-Five Thousand Two Hundred Twelve Dollars ($25,212.00)** 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 **Eighty (80) 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 (1st) 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 |
| 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 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 polices. 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 previsions 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 ($15^{th}$) 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 ($11^{th}$) 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 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 #**CSP-22-049MF**; 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 #**CSP-22-049MF**; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

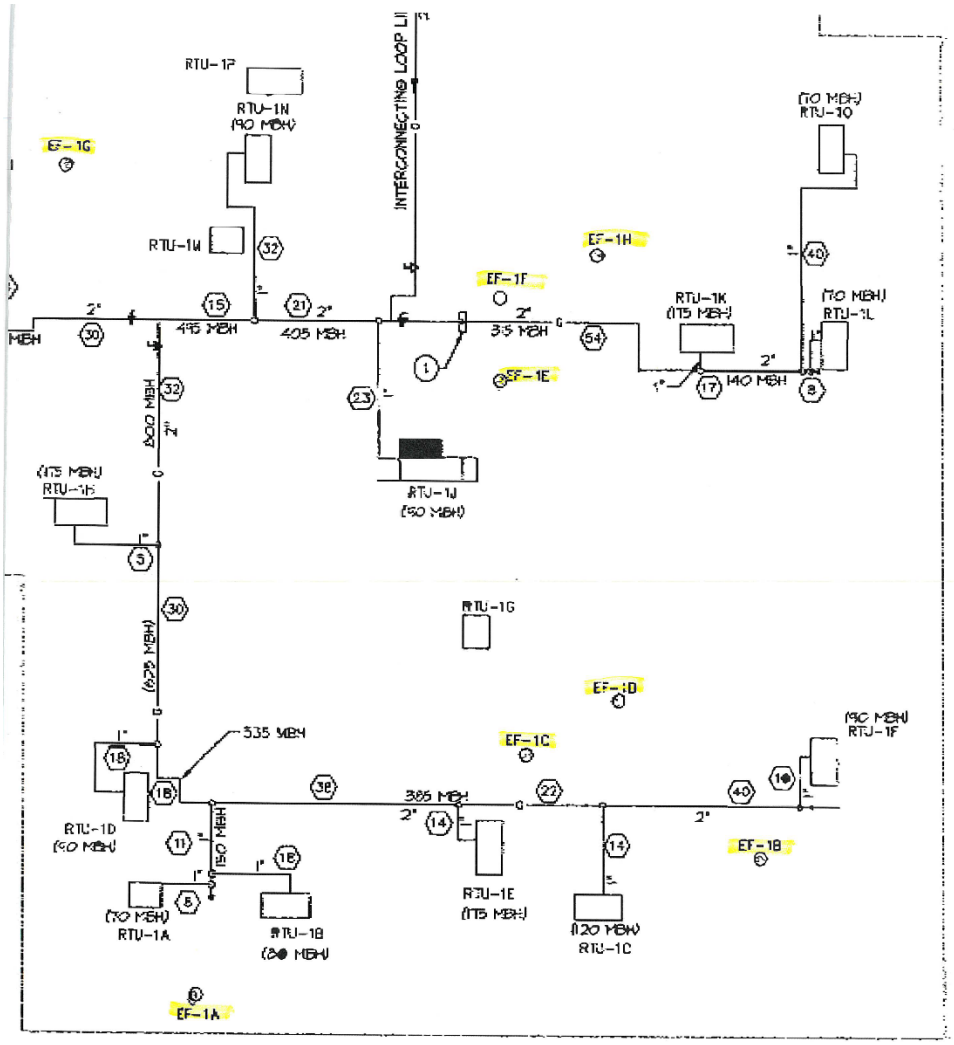
BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

| **OWNER:** | **CONTRACTOR:** |
|---|---|
| WILLIAMSON COUNTY, TEXAS,<br>a political subdivision of the state of Texas | The Brandt Companies, LLC |
| By: _____ | By: |
| Printed Name: _____ | Printed Name: Jordan Green |
| Title: _____ | Title: VP of Operations |
| Date: _____ | Date: 2/14/2024 |

# Exhibit “A”

# Plans and Specifications

A. Section One Exhaust Fan Replacement (EF-1A, 1B, 1C,1D, 1E, 1F, 1G, 1H, 1J)
1. (9) Greenheck Exhaust fans (7-8 week lead time)
o Roof mounted fans with 120V/1
o 1 direct drive motors
o Unit mounted NEMA 1 disconnect
o Manual speed controller




JJC Exhaust Fan
Project: SECTION 1

NOTE: EF 1I
HAS TO BE FIELD LOCATED

Estimate: #23-00039838 **Choice Partners# CSP-22-049MF**

January 23, 2024

Williamson County
200 Wilco Way
Georgetown, TX 78626

Attn: Christy Matoska

**SUBJECT: JJC Exhaust Fan Replacement for Section-1**

Thank you for the opportunity to offer our proposal for the above subject project. Our bid includes the following items related to the replacement of Exhaust Fans:

**I. BID DOCUMENTS:**

- RFP/Bid Instructions: JJC Exhaust Fan Replacement REV-1 – SOW, Bid Tab Form
- Drawings: JJC Exhaust Fan Replacement DWG
- Specifications: JJC Exhaust Fan Replacement - SOW

**II. SCOPE OF WORK:**

1. Labor, material, and equipment to replace Exhaust Fans for section-1 per Bid documents.
2. The following work to be performed on regular time.
3. Demo and scrap of existing Exhaust Fans being replaced.
4. Brandt will inspect condition of roof curb and backdraft dampers during replacement.
5. Remove and disconnect electrical to exhaust fans being replaced.
6. Reconnect of Electrical Systems as follows:
   A. Scope of work for sections-1 as follows:
      - Disconnect and make safe existing exhaust fans.
      - Reusing existing cable, make up electrical cable to rotary fan speed control switch.
      - Energize, check for proper voltage and rotation if required.
7. HVAC equipment start-up, Commissioning, Warranty and Owner-training.
8. Brandt will provide new labeling for newly installed exhaust fans.
9. Permit and License Fees if required.
10. Brandt provided Test & Balance to profile and report on the existing per the RFP-SOW.
11. Haul-off of demolition, debris, or trash offsite.

## III. EXCLUSIONS:

1. Sales or Remodel Taxes.
2. **Overtime or afterhours work.**
3. Replacement of breakers, electrical wire, and external disconnects.
4. Replacement of back draft dampers.
5. Roof curbs or equipment curb adapters.
6. Roof penetrations and/or any roof patching, sealing, flashings, or repairs.
7. Any lightning protection scope.
8. HVAC-DDC Building Automation Controls.
9. Smoke detectors, sensors, strobes, wiring or interface with Fire Alarm system.
10. Bid, Payment or Performance Bonds.
11. Fees if customer will pay via credit card, please contact Brandt if this is desired for a non-marked up ADD.
12. Payment application fees, if required for electronic submission.
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. BIM or 3D Modeling Coordination.
18. Maintenance, Warranty, or repairs to existing equipment.
19. Repairs due to existing Code violations.
20. Removal and replacement of gypsum or lay-in ceilings for access to work areas.
21. Relocation of furniture, equipment, or personnel for access to work areas.
22. Installation of barricades or plastic sheeting for safety, noise, or dust control.
23. Saw-cutting, core drilling or block-outs for piping and duct penetrations.
24. Concrete patching, pour-back or grouting of cored holes or saw-cut trenches.
25. Patching, painting or touch-up of any floors, walls, or ceilings.
26. Architectural caulking of floor, wall, or ceiling penetrations.
27. Any added Structural support required for new HVAC equipment.
28. Concrete housekeeping pads for equipment.
29. Fire or Fire/Smoke Dampers.
30. Temporary utilities or spot cooling/heating during construction.
31. Cleaning of existing ductwork.
32. Indoor Air Quality Management or Testing.
33. Fire Protection piping, smoke or heat detectors, and alarms.
34. Roof drains, storm drain piping, scuppers, gutters, and downspouts.
35. Asbestos and mold testing, removal, or remediation.

## IV. CLARIFICATIONS:

1. If existing cable is not of sufficient length to make up to new exhaust fan, additional costs will be proposed to customer.
2. During replacement Brandt will report to customer any deficiencies to non-covered items in the above scope. Customer has been given an add below for new backdraft dampers. Replacement of back draft damper will be at an additional cost to customer.
3. During replacement, Brandt has included an electrician to supervise disconnect/reconnect and assess for any electrical related issues.
4. This proposal does not include VG & VGD fans to be provided with EC Motors and therefore does not meet Department of Energy efficiency requirements for fractional HP motors.
5. Brandt will verify functional operation of all exhaust equipment in addition to functional operation of kitchen supply/exhaust fans on the roof.
6. Any lead times shown start from time of approved submittals and are subject to change.
7. This proposal is based on preliminary engineering design. If final engineering and design results in changes to equipment selections, mechanical plans, plumbing plans and or electrical plans additional cost may be incurred.
8. 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.
9. 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.
10. 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.
11. 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.

**V. SUMMARY PRICING:**

A. Section One Exhaust Fan Replacement (EF-1A, 1B, 1C,1D, 1E, 1F, 1G, 1H, 1J)

1. (9) Greenheck Exhaust fans (7-8 week lead time)
   - Roof mounted fans with 120V/1
   - 1 direct drive motors
   - Unit mounted NEMA 1 disconnect
   - Manual speed controller

| | | |
|---|---|---|
| • Mechanical and Electrical Materials: | $ | 13,412 |
| • Mechanical and Electrical Labor: | $ | 11,160 |
| • Payment Bond: | $ | 240 |
| • **Total Price:** | **$** | **24,812** |
| • **Add to provide and install Back Draft Damper per fan: (Not included in base bid above)** | **$** | **725** |

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 | 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. **Contract Conditions.** 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.

2. **Change Orders.** 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 upon the acceptance of this provision and this provision is incorporated by reference into any applicable contract document & supersedes any provision to the contrary in those contract documents.

3. **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.

4. **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.

5. **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.

6. **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.

7. **Payments**. Customer agrees to pay Brandt all sums due with respect to this Proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by Brandt within thirty (30) days following billing, such payment shall be considered past due. Beginning with the thirty-first (31st) day following billing, such payment shall bear interest at the maximum rate allowable by law until payment is received. If default is made in the payment of any sums due hereunder and it becomes necessary that this Contract be placed in the hands of an attorney for collection, Customer agrees to pay to Brandt all costs of collection, including reasonable attorney's fee. Brandt shall have the right to cancel this Contract at any time, upon five (5) business days' written notice, if payments as called for herein are not made.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

**13.** **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, 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.**

14. **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.

15. **Working Conditions.** Brandt assumes they will be given clean access to the work; given in a sequential and methodical order that does not restrict the flow of work. Should the flow of the project reflect otherwise, Brandt reserves the right to a pricing adjustment that reflects the costs associated with such a change in project work conditions.

16. **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.

17. **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.

18. **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 cause 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.

19. **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.

**CUSTOMER ACCEPTANCE:**

**_____**

**Accepted By:_____**

**Name:_____**

**Title:_____**

**Date:_____**

**CONTRACTOR:**

**The Brandt Companies, LLC**

**Accepted By:_____**

**Name:_____**

**Title:_____**

**Date:_____**

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1124124

**Date Filed:**
02/14/2024

**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.**
CSP-22-049MF
JJC Exhaust Fan Replacement - Phase #1

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

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Daniel Kelsey, and my date of birth is [redacted].

My address is [redacted] (street), Georgetown (city), TX (state), 78628 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 14 day of Feb. (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1124124

**Date Filed:**
02/14/2024

**Date Acknowledged:**
02/21/2024

**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.**

CSP-22-049MF
JJC Exhaust Fan Replacement - Phase #1

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 02/27/2024

Award of RFSQ #21RFSQ2 for Fleet Shop Central Maintenance Facilities Expansion to MODE Design Company 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 awarding RFSQ #21RFSQ2 providing continuing engineering services for the design of the Fleet Shop expansion at the Central Maintenance to MODE Design Company in the amount up to Forty-Eight Thousand and Nine Hundred Fifty Dollars ($48,950.00) and authorize execution of the agreement. The funding source is P608.

**Background**

MODE Design Company is recommended for award for Fleet Shop Central Maintenance Facilities Expansion located at Central Maintenance Facilities located at 3151 SE Inner Loop, Georgetown, Tx, through RFSQ #21RFSQ2 which established a pre-qualified consultant pool to be contracted on an as-needed basis. MODE Design Company is being recommended for this project due to their previous experience in the field. The funding source is P608 and the point of contact is Daryl Mutz.

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**Fiscal Impact**

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

**Attachments**

PSA

Form 1295 Mode Design Company

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/22/2024 08:57 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 09:05 AM |
| Form Started By: Johnny Grimaldo | | Started On: 02/06/2024 01:53 PM |
| Final Approval Date: 02/22/2024 | | |

# AGREEMENT FOR DESIGN & ENGINEERING SERVICES

**PROJECT:** **Fleet Additions** ("Project")

**ARCHITECT/ ENGINEER:** **MODE Design Company** ("A/E")
Ryan Hansanuwat, NCARB, LEED AP, President
103 Woods Lane
Cedar Park, TX 78613

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

**THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES** ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

## R E C I T A L S

**WHEREAS**, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

**WHEREAS**, County and A/E executed that certain Agreement for Design & Engineering Services, being dated effective December 13, 2023, wherein A/E provided Schematic Design Services in relation to a 21x45 addition to the Williamson County Fleet Shop;

**WHEREAS**, County intends to **design additions to Road & Bridge Fleet Shop and Parts Room;** and

**WHEREAS,** County desires that A/E perform certain professional services in connection with the Project; and

**WHEREAS**, A/E represents that it is qualified and desires to perform such services;

**NOW, THEREFORE,** County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

## ARTICLE 1
## SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

## ARTICLE 2
## CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

### 2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

### 2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

### 2.3 Project Documents.
In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

**2.3.1**
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

**2.3.2**
Americans with Disabilities Act (ADA)

**2.3.3**
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

**2.3.4**
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

## ARTICLE 3
## NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

### 3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### 3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

### 3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

## ARTICLE 4
## CHARACTER AND SCOPE OF SERVICES

### 4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

### 4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

#### 4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

#### 4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

**4.2.3**

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

## ARTICLE 5
## TIME FOR PERFORMANCE

### 5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

### 5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

## ARTICLE 6
## COMPENSATION AND EXPENSES

### 6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Forty-Eight Thousand and Nine Hundred Fifty Dollars ($ 48,950.00 )** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

### 6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Four Hundred Eighty-Nine Dollars ($ 489.00 )**.

## ARTICLE 7
## ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

## ARTICLE 8
## TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

### 8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## 8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

**8.2.1**

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

**8.2.2**

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

**8.2.3**

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

# ARTICLE 9
# PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

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

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement.

County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

**MODE Design Company**
**Ryan Hansanuwat, President**
**103 Woods Lane**
**Cedar Park, TX 78613**

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

## ARTICLE 10
## NOTICE

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

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

**A/E:** MODE Design Company
103 Woods Lane
Cedar Park, TX 78613

Attention: Ryan Hansanuwat NCARB, LEED AP
President

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

## ARTICLE 11
## PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

### 11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

### 11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

## ARTICLE 12
## CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

## ARTICLE 13
## REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

### 13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

**13.1.1 Submittal.**

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

**13.1.2 Completion.**

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**13.1.3 Acceptance.**

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000 )** from the A/E 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

**13.1.4 Final Approval.**
After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

## 13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

## 13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

## 13.4 County's Reliance on A/E.

**A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.**

## ARTICLE 14
## SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

## ARTICLE 15
## VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

## ARTICLE 16
## TERMINATION

This Agreement may be terminated as set forth below.

**16.1**
By mutual agreement and consent, in writing, of both parties.

**16.2**
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

**16.3**
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

**16.4**
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

**16.5**
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

## ARTICLE 17
## USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as “A/E Work Products”) prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E’s designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County’s sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees,

Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

## ARTICLE 18
## PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

## ARTICLE 19
## SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

## ARTICLE 20
## MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## ARTICLE 21
## COMPLIANCE WITH LAWS

### 21.1 Compliance.
A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

### 21.2 Taxes.
A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

## ARTICLE 22
## INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING,

WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## ARTICLE 23
## PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute

resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## ARTICLE 24
## PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

## ARTICLE 25
## INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

### 25.1 Coverage Limits.
A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

**25.1.1**
Worker's Compensation in accordance with statutory requirements.

**25.1.2**
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

**25.1.3**
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

**25.1.4**
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

### 25.2 Additional Insureds; Waiver of Subrogation.
County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

### 25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured

retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

### 25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

### 25.5 Insurance Company Rating.

Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

### 25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

### 25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

### 25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

### 25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

**25.9.1**
County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

**Williamson County Purchasing**
**100 Wilco Way**
**Suite P101**
**Georgetown, Texas 78626**

**25.10.1**
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

### 25.10 Cost of Insurance.
The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

## ARTICLE 26
## SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## ARTICLE 27
## SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## ARTICLE 28
## PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## ARTICLE 29
## A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

## ARTICLE 30
## GENERAL PROVISIONS

### 30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

### 30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

### 30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

### 30.4 Standard of Performance.
The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

## 30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

## 30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

## 30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

## 30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

## 30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

## 30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

## 30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to 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.

### 30.12 Texas Public Information Act.

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

### 30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

### 30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

## ARTICLE 31
## DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall

be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

## ARTICLE 32
## EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## ARTICLE 33
## MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

## ARTICLE 34
## PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

## ARTICLE 35
## A/E's REPRESENTATIONS

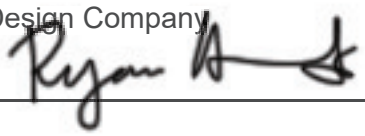
A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

## ARTICLE 36
## SIGNATORY WARRANTY

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

**IN WITNESS WHEREOF**, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**A/E:**
MODE Design Company

By: 
Signature

Ryan Hansanuwat
Printed Name

President
Title

Date Signed: 2/5/2024

**COUNTY**:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

# EXHIBIT A

# SCOPE OF ADDITIONAL SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Additional Fee provided in the Agreement, A/E shall perform the following Additional Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

## GENERAL REQUIREMENTS

**Design Criteria.** A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

**Right-of-Entry and Coordination.** A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

**Progress Reporting.** A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

**Coordination.** A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

**Level of Effort.** A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

**Quality Assurance (QA) and Quality Control (QC).** A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

**Organization of Plan Sheets**. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

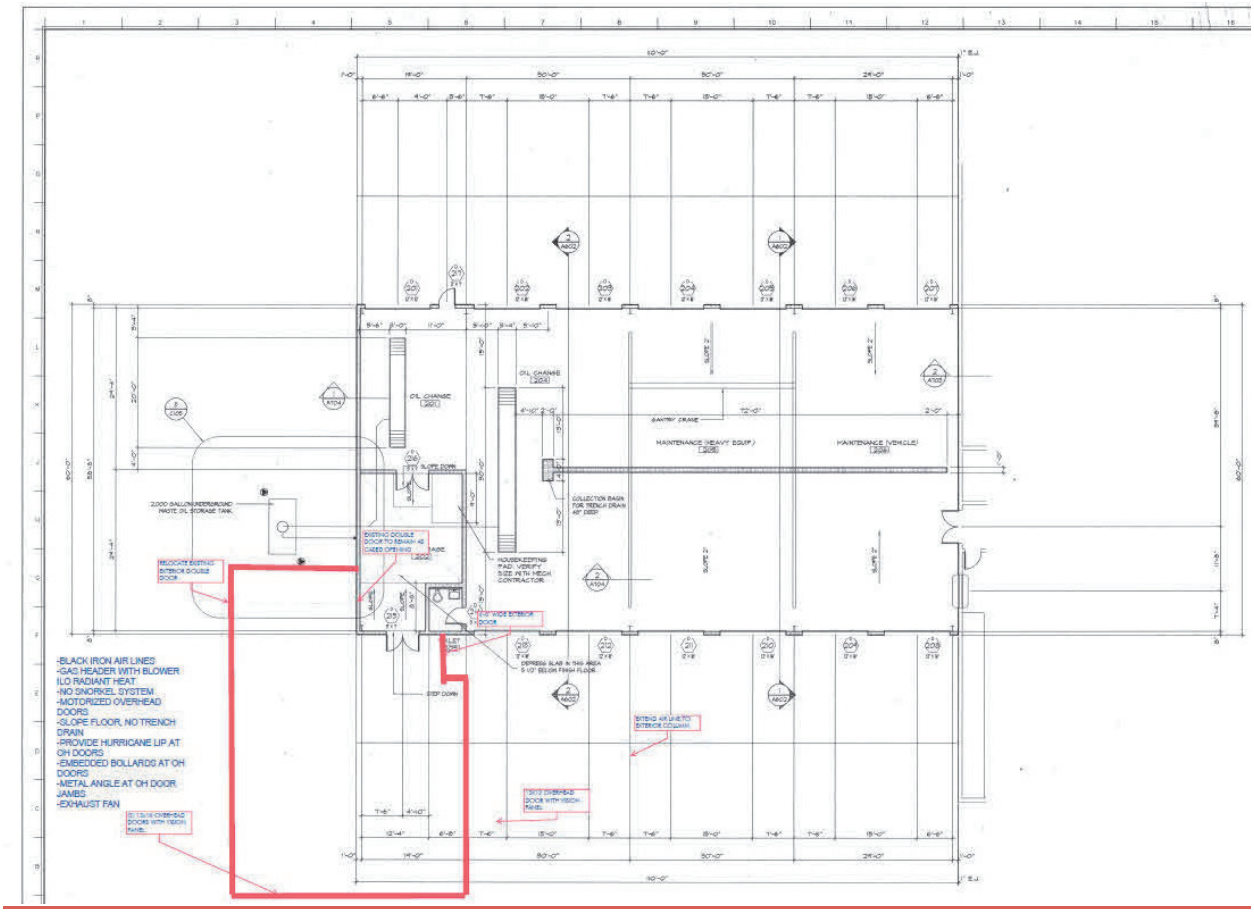
**Naming of Electronic Project Files and Organization of Design Project Folders**. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

**Referenced Documents**. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

**SCOPE OF WORK:**

Central Maintenance Facility
3151 SE Inner Loop
Georgetown, TX 78626
Fleet Shop
P608




Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

**Phase I - SCHEMATIC DESIGN** - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase II - DESIGN DEVELOPMENT** – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase III - CONSTRUCTION DOCUMENTS** – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during

execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase IV – REGULATORY REVIEW AND PERMITS** - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

## Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

## Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase VII – PROJECT CLOSE-OUT** – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

# EXHIBIT B

## FEE SCHEDULE

| | | | | |
|---|---|---|---|---|
| This schedule indicates fees by Phase of the Basic Fee: | | **$** | **48,950** | 100% |
| 70% | **MODE Design Company** | **$** | **34,250** | |
| 15% | **KSS Engineers** | **$** | **7,500** | |
| 15% | **Bacorn Bros.** | **$** | **7,200** | |
| **Phase I - SCHEMATIC DESIGN** | | **$** | **13,200** | 27% |
| | MODE Design Company | $ | 10,125 | |
| | KSS Engineers | $ | 1,875 | |
| | Bacorn Bros. | $ | 1,200 | |
| **Phase II - DESIGN DEVELOPMENT** | | **$** | **12,975** | 27% |
| | MODE Design Company | $ | 7,500 | |
| | KSS Engineers | $ | 1,875 | |
| | Bacorn Bros. | $ | 3,600 | |
| **Phase III - CONSTRUCTION DOCUMENTS** | | **$** | **15,150** | 31% |
| | MODE Design Company | $ | 9,000 | |
| | KSS Engineers | $ | 3,750 | |
| | Bacorn Bros. | $ | 2,400 | |
| **Phase IV - REGULATORY REVIEW AND PERMITS** | | **$** | **1,000** | 2% |
| | MODE Design Company | $ | 1,000 | |
| | KSS Engineers | $ | - | |
| | Bacorn Bros. | $ | - | |
| **Phase V - BIDDING, AWARD, AND EXECUTION** | | **$** | **500** | 1% |
| | MODE Design Company | $ | 500 | |

| | | | |
|---|---|---|---|
| KSS Engineers | $ | - | |
| Bacorn Bros. | $ | - | |
| **Phase VI - CONSTRUCTION ADMINISTRATION** | **$** | **6,125** | 13% |
| MODE Design Company | $ | 6,125 | |
| KSS Engineers | $ | - | |
| Bacorn Bros. | $ | - | |
| **Phase VII - PROJECT CLOSE-OUT** | **$** | **-** | 0% |
| MODE Design Company | $ | - | |
| KSS Engineers | $ | - | |
| Bacorn Bros. | $ | - | |

# ATTACHMENT C

## PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Agreement within **Five Hundred Thirty-Five ( 535 ) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

| | |
|---|---|
| Agreement Execution Date | **02/13/24** |
| **Phase I - SCHEMATIC DESIGN** | |
| Preliminary Scope and Budget analysis deliverables | 03/05/24 |
| 30% Plans, Specifications and Estimate deliverables | 04/04/24 |
| County written authorization to proceed to next phase | 04/18/24 |
| **Phase II - DESIGN DEVELOPMENT** | |
| 60% Plans, Specifications and Estimate deliverables | 05/16/24 |
| County written authorization to proceed to next phase | 05/30/24 |
| **Phase III - CONSTRUCTION DOCUMENTS** | |
| Site Development Plans application submittal to City | 07/17/24 |
| Complete Plans, Specifications and Estimate deliverables | 06/28/24 |
| County written authorization to proceed to next phase | 07/12/24 |
| **Phase IV - REGULATORY REVIEW AND PERMITS** | |
| Sealed Plans and Specifications and Estimate deliverables to County | 08/09/24 |
| Plans submittal to TDLR and Permit application submittal to City | 08/16/24 |
| Construction Permits received from City | 09/13/24 |

| | |
|---|---|
| **Phase V - BIDDING, AWARD, AND EXECUTION** | |
| Permitted Plans and Specifications and Estimate deliverables to County | 09/20/24 |
| County advertises project for Bid | 10/11/24 |
| Contract Award | 11/08/24 |
| **Phase VI - CONSTRUCTION ADMINISTRATION** | |
| Contractor Notice to Proceed | 11/15/24 |
| Construction Substantial Completion | 06/03/25 |
| **Phase VII - PROJECT CLOSE-OUT** | |
| Record Documents deliverables | 07/03/25 |
| All services shall be complete on, or before: | **08/01/25** |

# EXHIBIT D

# Williamson County
# Vendor Reimbursement Policy

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

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

**1. Invoices and Affidavits**

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

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

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

**2. Travel Reimbursement**

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

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

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

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

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

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

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

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

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

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

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

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

**3. Meals**

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
   - 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
   - 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. **Car Rental**
   - 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
   - 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
   - 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
   - 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
   - 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
   - 6.6 Insurance purchased when renting vehicle may also be reimbursed.
   - 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. **Personal Car Usage**
   - 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
   - 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
     - 7.2.1.1 Date
     - 7.2.1.2 Destination
     - 7.2.1.3 Purpose

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

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

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

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

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

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

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

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

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

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

**8. Other Expenses**

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

**9. Repayment of Non-reimbursable Expense.**

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

**10. Non-Reimbursable Expenses**

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

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

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

# EXHIBIT E

## DEBARMENT CERTIFICATION

**STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

**MODE Design Company**

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____
Signatory Name
the _____ of _____, on behalf of said firm.
Signatory Title Entity Name

_____
Notary Public in and for the
State of Texas

My commission expires: _____

# EXHIBIT F

## CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1126812

**Date Filed:**
02/22/2024

**Date Acknowledged:**

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

RHad Enterprises, Inc. DBA MODE Design Company
Cedar Park, 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.**

n/a
Fleet Shop Addition

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

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Ryan Hansanuwat, and my date of birth is [redacted].

My address is 707 Milton Cove (street), Leander (city), TX (state), 78641 (zip code), US (country).

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

Executed in Williamson County, State of Texas, on the 22 day of February (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1126812

**Date Filed:**
02/22/2024

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

RHad Enterprises, Inc. DBA MODE Design Company
Cedar Park, 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.**

n/a
Fleet Shop Addition

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

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

**Commissioners Court - Regular Session** **35.**

**Meeting Date:** 02/27/2024

Award of RFSQ #21RFSQ2 for Road and Bridge Personnel Building Expansion to MODE Design Company for Facilities Management

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 providing continuing engineering services for the expansion of the existing Road and Bridge Personnel Building to MODE Design Company in the amount up to Sixty-One Thousand and Twenty-Five Dollars ($61,025.00) and authorize execution of the agreement. The funding source is P643.

### Background

MODE Design Company is recommended for award for the expansion of the existing Road and Bridge Personnel Building located at 3151 SE Inner Loop, through RFSQ #21RFSQ2 which established a pre-qualified consultant pool to be contracted on an as-needed basis. MODE Design Company is being recommended for this project due to their previous experience in the field. The funding source is P643 and the point of contact is Daryl Mutz.

## Fiscal Impact

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

## Attachments

PSA

Form 1295 Mode Design Company

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 01:30 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:05 PM |
| Form Started By: Johnny Grimaldo | | Started On: 02/06/2024 01:53 PM |
| Final Approval Date: 02/21/2024 | | |

# AGREEMENT FOR DESIGN & ENGINEERING SERVICES

**PROJECT:** **Personnel Building Expansion** ("Project")

**ARCHITECT/ ENGINEER:** **MODE Design Company** ("A/E")
Ryan Hansanuwat, NCARB, LEED AP, President
103 Woods Lane
Cedar Park, TX 78613

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

**THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES** ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

## R E C I T A L S

**WHEREAS**, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

**WHEREAS**, County and A/E executed that certain Agreement for Design & Engineering Services, being dated effective December 13, 2023, wherein A/E provided Schematic Design Services in relation to a +/- 1,750 sf addition to the Williamson County Yard Office Building;

**WHEREAS**, County intends to **design an expansion to the existing Road & Bridge Personnel Building;** and

**WHEREAS,** County desires that A/E perform certain professional services in connection with the Project; and

**WHEREAS**, A/E represents that it is qualified and desires to perform such services;

**NOW, THEREFORE,** County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

## ARTICLE 1
## SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

## ARTICLE 2
## CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

### 2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

### 2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

### 2.3 Project Documents.
In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

**2.3.1**
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

**2.3.2**
Americans with Disabilities Act (ADA)

**2.3.3**
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

**2.3.4**
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

## ARTICLE 3
## NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

### 3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### 3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

### 3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

## ARTICLE 4
## CHARACTER AND SCOPE OF SERVICES

### 4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

### 4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

#### 4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

#### 4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

**4.2.3**

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

## ARTICLE 5
## TIME FOR PERFORMANCE

### 5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

### 5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

## ARTICLE 6
## COMPENSATION AND EXPENSES

### 6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Sixty-One Thousand and Twenty-Five Dollars ($ 61,025.00 )** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

### 6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Six Hundred Ten Dollars ($ 610.00 )**.

## ARTICLE 7
## ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

## ARTICLE 8
## TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

### 8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## 8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

**8.2.1**

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

**8.2.2**

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

**8.2.3**

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

# ARTICLE 9
# PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

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

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

Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

**MODE Design Company**
**Ryan Hansanuwat, President**
**103 Woods Lane**
**Cedar Park, TX 78613**

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

## ARTICLE 10
## NOTICE

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

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

**A/E:** MODE Design Company
103 Woods Lane
Cedar Park, TX 78613

Attention: Ryan Hansanuwat NCARB, LEED AP
President

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

## ARTICLE 11
## PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

### 11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

### 11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

## ARTICLE 12
## CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

## ARTICLE 13
## REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

### 13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

**13.1.1 Submittal.**

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

**13.1.2 Completion.**

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**13.1.3 Acceptance.**

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines.

"Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000 )** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

**13.1.4 Final Approval.**
After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

## 13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E’s development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E’s Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

## 13.3 Days.

All references to a “day” in this Agreement shall mean a calendar day unless otherwise specified.

## 13.4 County’s Reliance on A/E.

**A/E’s duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E’s skill, ability, and knowledge in performing the Basic Services required hereunder.**

## ARTICLE 14
## SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

## ARTICLE 15
## VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

## ARTICLE 16
## TERMINATION

This Agreement may be terminated as set forth below.

**16.1**
By mutual agreement and consent, in writing, of both parties.

**16.2**
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

**16.3**
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

**16.4**
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

**16.5**
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

## ARTICLE 17
## USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as “A/E Work Products”) prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E’s designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County’s sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including

agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

## ARTICLE 18
## PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

## ARTICLE 19
## SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

## ARTICLE 20
## MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

## ARTICLE 21
## COMPLIANCE WITH LAWS

### 21.1 Compliance.
A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

### 21.2 Taxes.
A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

## ARTICLE 22
## INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING,

WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## ARTICLE 23
## PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or

negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## ARTICLE 24
## PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

## ARTICLE 25
## INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

### 25.1 Coverage Limits.
A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

**25.1.1**
Worker's Compensation in accordance with statutory requirements.

**25.1.2**
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

**25.1.3**
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

**25.1.4**
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

### 25.2 Additional Insureds; Waiver of Subrogation.
County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

### 25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance

provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

### 25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

### 25.5 Insurance Company Rating.

Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

### 25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

### 25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

### 25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

## 25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

**25.9.1**
County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

**Williamson County Purchasing**
**100 Wilco Way**
**Suite P101**
**Georgetown, Texas 78626**

**25.10.1**
The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County’s Self-Insured Retentions of whatever nature.

## 25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

## ARTICLE 26
## SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## ARTICLE 27
## SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## ARTICLE 28
## PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## ARTICLE 29
## A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

## ARTICLE 30
## GENERAL PROVISIONS

### 30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

### 30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

### 30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

### 30.4 Standard of Performance.
The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

## 30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

## 30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

## 30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

## 30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

## 30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

## 30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

## 30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to 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.

### 30.12 Texas Public Information Act.

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

### 30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

### 30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement 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 affect such termination by giving written notice of termination to A/E.

## ARTICLE 31
## DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent

jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

## ARTICLE 32
## EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

## ARTICLE 33
## MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

## ARTICLE 34
## PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

## ARTICLE 35
## A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

## ARTICLE 36
## SIGNATORY WARRANTY

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

**IN WITNESS WHEREOF**, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**A/E:**
MODE Design Company

By: _____
Signature

Ryan Hansanuwat
Printed Name

President
Title

Date Signed: 2/5/2024

**COUNTY**:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

# EXHIBIT A

# SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

## GENERAL REQUIREMENTS

**Design Criteria.** A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

**Right-of-Entry and Coordination.** A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

**Progress Reporting.** A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

**Coordination.** A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

**Level of Effort.** A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

**Quality Assurance (QA) and Quality Control (QC).** A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

**Organization of Plan Sheets**. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

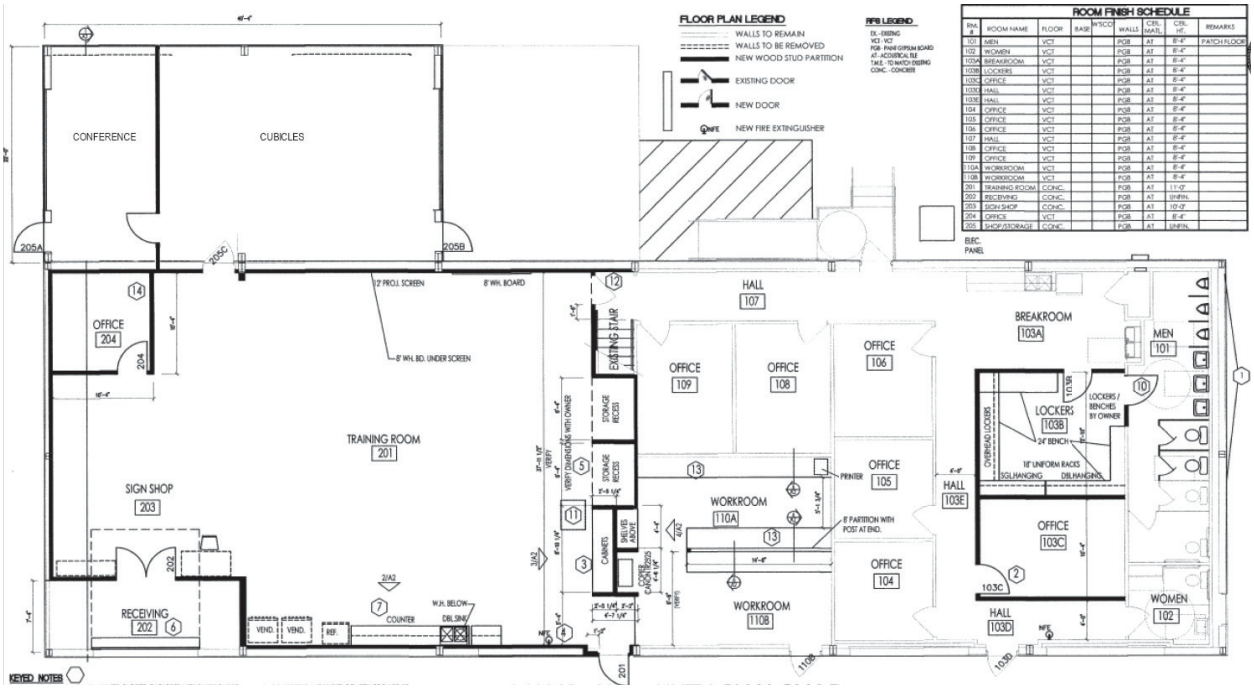
**Naming of Electronic Project Files and Organization of Design Project Folders**. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

**Referenced Documents**. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

**SCOPE OF WORK:**

Road & Bridge Personnel Building Expansion
3151 SE Inner Loop
Georgetown, TX 78626
P643




Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

**Phase I - SCHEMATIC DESIGN** - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase II - DESIGN DEVELOPMENT** – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase III - CONSTRUCTION DOCUMENTS** – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase IV – REGULATORY REVIEW AND PERMITS** - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION**

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase VI - CONSTRUCTION ADMINISTRATION** - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance

of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

**Phase VII – PROJECT CLOSE-OUT** – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical

service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

# ATTACHMENT B

## FEE SCHEDULE

| | | | |
|---|---|---|---|
| This schedule indicates fees by Phase of the Basic Fee: | | $ 61,025 | 100% |
| 66% | **MODE Design Company** | $ 40,125 | |
| 5% | **KSS Engineers** | $ 2,900 | |
| 29% | **Bacorn Bros.** | $ 18,000 | |
| **Phase I - SCHEMATIC DESIGN** | | $ 11,305 | 19% |
| | MODE Design Company | $ 8,125 | |
| | KSS Engineers | $ 580 | |
| | Bacorn Bros. | $ 2,600 | |
| **Phase II - DESIGN DEVELOPMENT** | | $ 19,270 | 32% |
| | MODE Design Company | $ 9,000 | |
| | KSS Engineers | $ 870 | |
| | Bacorn Bros. | $ 9,400 | |
| **Phase III - CONSTRUCTION DOCUMENTS** | | $ 19,450 | 32% |
| | MODE Design Company | $ 12,000 | |
| | KSS Engineers | $ 1,450 | |
| | Bacorn Bros. | $ 6,000 | |
| **Phase IV - REGULATORY REVIEW AND PERMITS** | | $ 1,500 | 2% |
| | MODE Design Company | $ 1,500 | |
| | KSS Engineers | $ - | |
| | Bacorn Bros. | $ - | |
| **Phase V - BIDDING, AWARD, AND EXECUTION** | | $ 2,000 | 3% |
| | MODE Design Company | $ 2,000 | |
| | KSS Engineers | $ - | |
| | Bacorn Bros. | $ - | |

| | | | |
|---|---|---|---|
| **Phase VI - CONSTRUCTION ADMINISTRATION** | **$** | **7,500** | 12% |
| MODE Design Company | $ | 7,500 | |
| KSS Engineers | $ | - | |
| Bacorn Bros. | $ | - | |
| **Phase VII - PROJECT CLOSE-OUT** | **$** | **-** | 0% |
| MODE Design Company | $ | - | |
| KSS Engineers | $ | - | |
| Bacorn Bros. | $ | - | |

# ATTACHMENT C

## PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Agreement within Five Hundred Thirty-Five **( 535 ) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

| | |
|---|---|
| Agreement Execution Date | **02/13/24** |

### Phase I - SCHEMATIC DESIGN

| | |
|---|---|
| Preliminary Scope and Budget analysis deliverables | 03/05/24 |
| 30% Plans, Specifications and Estimate deliverables | 04/04/24 |
| County written authorization to proceed to next phase | 04/18/24 |

### Phase II - DESIGN DEVELOPMENT

| | |
|---|---|
| 60% Plans, Specifications and Estimate deliverables | 05/16/24 |
| County written authorization to proceed to next phase | 05/30/24 |

### Phase III - CONSTRUCTION DOCUMENTS

| | |
|---|---|
| Site Development Plans application submittal to City | 07/17/24 |
| Complete Plans, Specifications and Estimate deliverables | 06/28/24 |
| County written authorization to proceed to next phase | 07/12/24 |

### Phase IV - REGULATORY REVIEW AND PERMITS

| | |
|---|---|
| Sealed Plans and Specifications and Estimate deliverables to County | 08/09/24 |
| Plans submittal to TDLR and Permit application submittal to City | 08/16/24 |
| Construction Permits received from City | 09/13/24 |

| | |
|---|---|
| **Phase V - BIDDING, AWARD, AND EXECUTION** | |
| Permitted Plans and Specifications and Estimate deliverables to County | 09/20/24 |
| County advertises project for Bid | 10/11/24 |
| Contract Award | 11/08/24 |
| **Phase VI - CONSTRUCTION ADMINISTRATION** | |
| Contractor Notice to Proceed | 11/15/24 |
| Construction Substantial Completion | 06/03/25 |
| **Phase VII - PROJECT CLOSE-OUT** | |
| Record Documents deliverables | 07/03/25 |
| All services shall be complete on, or before: | **08/01/25** |

# EXHIBIT D

# Williamson County
# Vendor Reimbursement Policy

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

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

**1. Invoices and Affidavits**

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

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

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

**2. Travel Reimbursement**

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

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

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

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

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

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

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

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

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

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

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

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

**3. Meals**

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
   - 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
   - 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. **Car Rental**
   - 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
   - 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
   - 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
   - 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
   - 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
   - 6.6 Insurance purchased when renting vehicle may also be reimbursed.
   - 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. **Personal Car Usage**
   - 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
   - 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
     - 7.2.1.1 Date
     - 7.2.1.2 Destination
     - 7.2.1.3 Purpose

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

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

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

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

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

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

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

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

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

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

**8. Other Expenses**

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

**9. Repayment of Non-reimbursable Expense.**

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

**10. Non-Reimbursable Expenses**

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

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

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

# EXHIBIT E

## DEBARMENT CERTIFICATION

**STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

**MODE Design Company**

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____
Signatory Name
the _____ of _____, on behalf of said firm.
Signatory Title Entity Name

_____
Notary Public in and for the
State of Texas

My commission expires: _____

# EXHIBIT F

## CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2023-1100899

**Date Filed:**
12/05/2023

**Date Acknowledged:**

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

RHad Enterprises, Inc. DBA MODE Design Company
Cedar Park, 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.**

n/a
Personnel Building Addition

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

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Ryan Hansanuwat, and my date of birth is [redacted].

My address is 103 Woods Lane (street), Cedar Park (city), TX (state), 78613 (zip code), US (country).

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

Executed in Williamson County, State of Texas, on the 5th day of December (month), 2023 (year).

Ryan Hansanuwat

Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2023-1100899

**Date Filed:**
12/05/2023

**Date Acknowledged:**
12/12/2023

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

RHad Enterprises, Inc. DBA MODE Design Company
Cedar Park, 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.**

n/a
Fleet Shop Maintenance Addition

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

**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

**Commissioners Court - Regular Session** **36.**

**Meeting Date:** 02/27/2024

KC Engineering 21RFSQ14 WA4 Seven (7) HMAC Widening Projects

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

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $456,280.00 to expire March 31, 2025 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for Seven (7) HMAC Widening Projects. Funding source: 01.0200.0210.004100.

**Background**

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

**Attachments**

KC Engineering 21RFSQ14 WA4 Seven (7) HMAC Widening Projects

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 02/14/2024 01:34 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/16/2024 08:35 AM |
| Form Started By: Vicky Edwards | | Started On: 02/14/2024 12:42 PM |
| Final Approval Date: 02/16/2024 | | |

**WORK AUTHORIZATION NO. 4**

**PROJECT: Engineering Design Services for Seven (7) HMAC Widening Projects:**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K.C. Engineering, Inc. (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$456,280.00.**

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 **March 31, 2025**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

| ENGINEER: | COUNTY: |
| --- | --- |
| K.C. Engineering, Inc. | Williamson County, Texas |
| By: Greg Haley, P.E. | By: |
| Signature | Signature |
| Greg Haley, P.E. | |
| Printed Name | Printed Name |
| President | |
| Title | Title |

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## Attachment A - Services to be Provided by County

### Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Topographic and R.O.W. Surveys.
- Geotechnical Investigations; data and reports.
- ROW Documents and Drainage Reports.
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

**Attachment B – Services to be Provided by Engineer**

**Services to be Provided by Engineer**

Project Locations

1. Name of Roadway: County Roads 107, 139, 241, 288, 289, 408, & 411

Task 1: Project Management

Attend Progress Review Meetings with County Road and Bridge Department at 50%, 90%, and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform QC/QA.

Task 2: Topographic Surveys and R.O.W. Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct Site Visit and Field Reconnaissance to document existing conditions. Data collection including available as-builts. Develop conceptual geometric layout on scroll plot (1" = 20' H, 1" = 2' V) showing roadway horizontal geometry and proposed typical section. Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr. and 100-yr. for roadway cross drainage pipes.

Task 4: Geotechnical Investigations

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by the County

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Prepare final detailed design and PS&E for proposed improvements. Size cross culvert pipes, excluding concrete box culverts and bridges.

Plan Sheets:

- Title Sheet
- Index of Sheets
- Estimate of Quantities Summary
- Project Layout
- Typical Sections
- Horizontal Alignment Data

- Drainage Area Map
- Cross Section at Culvert Sites for roadway pipes
- H & H Summaries
- Miscellaneous Drainage Details
- Existing Conditions and Removal Plan
- Erosion Control Plan
- Sequence of Construction
- Traffic Control Plan
- Intersection Layout
- Roadway Plan View Layouts
- Miscellaneous Roadway Details
- Signs & Pavement Markings
- SW3P
- Standards

Specifications
Cost Estimate
General Notes

Task 9: Bidding Phase Services

Prepare Bid Tabs for processing by Purchasing Department

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County.

**Deliverables:**

50% Submittal:

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Engineer's Internal QA/QC marked up set

90% Submittal

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes

100% Submittal

- PDFs of 11" x 17" Plan Sheets
- Specifications

- Estimate of Construction Cost
- General Notes
- Electronic copy of submittal documents in PDF format

| ATTACHMENT C - WORK SCHEDULE | | | | | |
|---|---|---|---|---|---|
| **Task No.** | **Task Name** | **Duration** | **Time** | **Start** | **Finish** |
| 1 | WA #4 - Notice to Proceed | 0 | Days | 3/1/2024 | 3/1/2024 |
| 2 | Survey (by others) | 30 | Days | 3/1/2024 | 3/31/2024 |
| 3 | Design | 100 | Days | 3/31/2024 | 7/9/2024 |
| 4 | 50% PS&E | 20 | Days | 7/9/2024 | 7/29/2024 |
| 5 | QA/QC | 5 | Days | 7/29/2024 | 8/3/2024 |
| 6 | Submit 50% PS&E | 0 | Days | 8/3/2024 | 8/3/2024 |
| 7 | County Review | 5 | Days | 8/3/2024 | 8/8/2024 |
| 8 | 90% PS&E | 20 | Days | 8/8/2024 | 8/28/2024 |
| 9 | QA/QC | 3 | Days | 8/28/2024 | 8/31/2024 |
| 10 | Submit 90% PS&E | 0 | Days | 8/31/2024 | 8/31/2024 |
| 11 | County Review | 5 | Days | 8/31/2024 | 9/5/2024 |
| 12 | Final PS&E | 5 | Days | 9/5/2024 | 9/10/2024 |
| 13 | Adress 90% comments | 10 | Days | 9/10/2024 | 9/20/2024 |
| 14 | Final Qtys | 2 | Days | 9/20/2024 | 9/22/2024 |
| 15 | Final Estimate | 3 | Days | 9/22/2024 | 9/25/2024 |
| 16 | Assemble Final PS&E | 5 | Days | 9/25/2024 | 9/30/2024 |
| 17 | Submit Final PS&E | 0 | Days | 9/30/2024 | 9/30/2024 |

**ATTACHMENT D - FEE SCHEDULE**
**WORK AUTHORIZATION NO. 4**
**SEVEN (7) HMAC WIDENING PROJECTS (CR 107, 139, 241, 288, 289, 408, & 411)**

| | | K.C. ENGINEERING, INC. | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TASK NO. | TASK DESCRIPTION | PRINCIPAL ENGINEER | SENIOR PROJECT MANAGER | PROJECT MANAGER | SENIOR PROJECT ENGINEER | PROJECT ENGINEER | ENGINEER-IN-TRAINING | ENGINEERING ASSISTANT | CAD TECHNICIAN | CLERICAL | TOTAL |
| | Labor Rates | 250.00 | 215.00 | 200.00 | 195.00 | 165.00 | 125.00 | 110.00 | 95.00 | 80.00 | |
| **1** | **PS&E Development** | | | | | | | | | | |
| **1.1** | **Roadway Design** | | | | | | | | | | |
| 1.1.1 | Establish Horizontal Alignment | | | | | | | | | | $ - |
| 1.1.2 | Establish Vertical Alignment | | | | | | | | | | $ - |
| 1.1.3 | Site Visits | | | | 12 | 8 | | | | | $ 3,660.00 |
| 1.1.4 | Alignment & Superelevation Table | | | | | | | | | | $ - |
| 1.1.5 | Roadway Cross Sections | | | | | | | | | | $ - |
| 1.1.6 | Earthwork Calculations | | | | 12 | 24 | | | | | $ 6,300.00 |
| 1.1.7 | Roadway Plan View Sheets | | | | 260 | 280 | 180 | | | | $ 119,400.00 |
| 1.1.8 | Driveway Profiles / Details / Summaries | | | | | | | | | | $ - |
| 1.1.9 | Side Road Profiles / Details / Summaries | | | | | | | | | | $ - |
| 1.1.10 | Miscellaneous Roadway Details | | | | | | | | | | $ - |
| 1.1.11 | Alignment Data | | | | | | | | | | $ - |
| 1.1.12 | Sequence of Construction | | | | | | | | | | $ - |
| 1.1.13 | Intersection Layouts | | | | | | | | | | $ - |
| 1.1.14 | Project Layout | | | | 8 | 6 | 2 | | | | $ 2,800.00 |
| 1.1.15 | Title Sheet | | | | 6 | 8 | 8 | | | | $ 3,490.00 |
| 1.1.16 | Survey Data | | | | 20 | 10 | 4 | | | | $ 6,050.00 |
| 1.1.17 | Roadway Typical Sectons | | | | 10 | 8 | 4 | | | | $ 3,770.00 |
| 1.1.18 | Index of Sheets | | | | 6 | 8 | 2 | | | | $ 2,740.00 |
| 1.1.19 | Summary of Roadway Quantities | | | | 40 | 20 | 10 | | | | $ 12,350.00 |
| 1.1.20 | Construction Estimate | | | | 60 | 20 | 10 | | | | $ 16,250.00 |
| 1.1.21 | Assemble Applicable Standards | | | | 2 | 2 | 2 | | | | $ 970.00 |
| | **Task 2.1 Total** | **0** | **0** | **0** | **436** | **394** | **222** | **0** | **0** | **0** | **$ 177,780.00** |
| **1.2** | **Hydrology & Hydraulics** | | | | | | | | | | |
| 1.2.1 | Drainage Area Mapping (Roadway) | | | | 60 | 80 | 40 | | | | $ 29,900.00 |
| 1.2.2 | Roadway Hydrology | | | | 88 | 66 | 30 | | | | $ 31,800.00 |
| 1.2.3 | Roadway Hydraulics | | | | 76 | 66 | 30 | | | | $ 29,460.00 |
| 1.2.4 | Roadway Culvert Sizing | | | | 60 | 40 | 24 | | | | $ 21,300.00 |
| 1.2.5 | Roadway H&H Summary Sheet & Tables | | | | 20 | 40 | 16 | | | | $ 12,500.00 |
| 1.2.6 | Driveway Hydrology | | | | | | | | | | $ - |
| 1.2.7 | Driveway Hydraulics | | | | | | | | | | $ - |
| 1.2.8 | Driveway Culvert Sizing | | | | | | | | | | $ - |
| 1.2.9 | Driveway H&H Summary Sheet & Tables | | | | | | | | | | $ - |
| 1.2.10 | Culvert Layouts & Culvert Details | | | | 88 | 60 | 20 | | | | $ 29,560.00 |
| 1.2.11 | Miscellaneous Drainage Details | | | | 10 | 10 | 10 | | | | $ 4,850.00 |
| 1.2.12 | Summary of Drainage Quantities | | | | 20 | 30 | 10 | | | | $ 10,100.00 |
| 1.2.13 | Assemble Applicable Standards | | | | 2 | 2 | 2 | | | | $ 970.00 |
| | **Task 2.2 Total** | **0** | **0** | **0** | **424** | **394** | **182** | **0** | **0** | **0** | **$ 170,440.00** |
| **1.3** | **Signing & Pavement Marking** | | | | | | | | | | |
| 1.3.1 | Sign Layouts | | | | | | | | | | $ - |
| 1.3.2 | Pavement Marking Layouts | | | | 12 | 24 | 8 | | | | $ 7,300.00 |
| 1.3.3 | Pavement Marking Details | | | | 4 | 8 | 8 | | | | $ 3,100.00 |
| 1.3.4 | Summary of Pavement Markings | | | | 4 | 8 | 6 | | | | $ 2,850.00 |
| 1.3.5 | Small Sign Summary | | | | | | | | | | $ - |
| 1.3.6 | Assemble Applicable Standards | | | | 2 | 2 | 2 | | | | $ 970.00 |
| | **Task 2.3 Total** | **0** | **0** | **0** | **22** | **42** | **24** | **0** | **0** | **0** | **$ 14,220.00** |
| **1.4** | **Traffic Control Plans / SW3P** | | | | | | | | | | |
| 1.4.1 | Traffic Control Layouts | | | | 32 | 24 | 10 | | | | $ 11,450.00 |
| 1.4.2 | Traffic Control Typical Sections | | | | 8 | 12 | 8 | | | | $ 4,540.00 |
| 1.4.3 | Intersection Design | | | | | | | | | | $ - |
| 1.4.4 | Driveway Design | | | | | | | | | | $ - |
| 1.4.5 | Storm Water Pollution Prevention Plan (SW3P) | | | | 4 | 4 | | | | | $ 1,440.00 |

**ATTACHMENT D - FEE SCHEDULE**
**WORK AUTHORIZATION NO. 4**
**SEVEN (7) HMAC WIDENING PROJECTS (CR 107, 139, 241, 288, 289, 408, & 411)**

| | | K.C. ENGINEERING, INC. | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| TASK NO. | TASK DESCRIPTION | PRINCIPAL ENGINEER | SENIOR PROJECT MANAGER | PROJECT MANAGER | SENIOR PROJECT ENGINEER | PROJECT ENGINEER | ENGINEER-IN-TRAINING | ENGINEERING ASSISTANT | CAD TECHNICIAN | CLERICAL | TOTAL |
| | Labor Rates | 250.00 | 215.00 | 200.00 | 195.00 | 165.00 | 125.00 | 110.00 | 95.00 | 80.00 | |
| 1.4.7 | Erosion Control Plan | | | | 40 | 60 | 20 | | | | $ 20,200.00 |
| 1.4.8 | Miscellaneous TCP and Erosion Details | | | | 4 | 4 | 4 | | | | $ 1,940.00 |
| 1.4.9 | Assemble Applicable Standards | | | | 2 | 2 | 2 | | | | $ 970.00 |
| | **Task 2.4 Total** | **0** | **0** | **0** | **90** | **106** | **44** | **0** | **0** | **0** | **$ 40,540.00** |
| **1.5** | **PS&E Documents** | | | | | | | | | | |
| 1.5.1 | Summary of Quantities | | | | 4 | 16 | 8 | | | | $ 4,420.00 |
| 1.5.2 | Basis of Estimate | | | | 6 | 4 | | | | | $ 1,830.00 |
| 1.5.3 | Construction Cost Estimate | | | | 8 | 24 | | | | | $ 5,520.00 |
| 1.5.4 | Construction Duration Estimate | | | | 8 | 8 | | | | | $ 2,880.00 |
| 1.5.5 | General Notes & Specifications | | | | 8 | 16 | | | | | $ 4,200.00 |
| 1.5.6 | Supporting Contract Documentation | | | | 12 | 16 | | | | | $ 4,980.00 |
| | **Task 2.5 Total** | **0** | **0** | **0** | **46** | **84** | **8** | **0** | **0** | **0** | **$ 23,830.00** |
| **1.6** | **Project Management** | | | | | | | | | | |
| 1.6.1 | Project Administration | | | | 30 | | | | | | $ 5,850.00 |
| 1.6.2 | Maintain Project Records | | | | 12 | | | | | 24 | $ 4,260.00 |
| 1.6.3 | Periodic Progress Meetings (County) | | | | 4 | | | | | | $ 780.00 |
| 1.6.4 | Periodic Progress Meetings (Subconsultants) | | | | | | | | | | $ - |
| 1.6.5 | QA/QC | | | | 16 | 24 | 12 | | | 4 | $ 8,900.00 |
| 1.6.6 | Invoice Preparation | | | | 8 | | | | | 12 | $ 2,520.00 |
| 1.6.7 | Progress Reports | | | | 8 | | | | | 12 | $ 2,520.00 |
| 1.6.8 | Plans Preparation for Submittal | | | | 12 | 12 | | | | 4 | $ 4,640.00 |
| | **Task 2.6 Total** | **0** | **0** | **0** | **90** | **36** | **12** | **0** | **0** | **56** | **$ 29,470.00** |
| | **Task 1 - PS&E Total** | **0** | **0** | | **1108** | **1056** | **492** | **0** | **0** | **56** | **$ 456,280.00** |
| **2** | **Project Bidding** | | | | | | | | | | |
| **2.1** | **Project Bidding** | | | | | | | | | | |
| 2.1.1 | Prepare Addenda | | | | | | | | | | $ - |
| 2.1.2 | Contractor Questions (RFI) | | | | | | | | | | $ - |
| 2.1.3 | Attend Pre-Bid Conference | | | | | | | | | | $ - |
| 2.1.4 | Tabulate Bids | | | | | | | | | | $ - |
| 2.1.5 | Prepare Recommendation Letter | | | | | | | | | | $ - |
| | **Task 2 Project Bidding Total** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **$ -** |
| **3** | **Construction Support** | | | | | | | | | | |
| **3.1** | **Construction Support (If Required)** | | | | | | | | | | |
| 3.1.1 | Preconstruction Meeting | | | | | | | | | | $ - |
| 3.1.2 | Review Shop Drawings | | | | | | | | | | $ - |
| 3.1.3 | General Construction Support | | | | | | | | | | $ - |
| 3.1.4 | Prepare Change Orders as Necessary | | | | | | | | | | $ - |
| | **Task 3 Construction Support Total** | **0** | **0** | **0** | **0** | **0** | **0** | | | **0** | **$ -** |
| | **Total Tasks 1, 2, & 3** | **0** | **0** | | **1108** | **1056** | **492** | **0** | **0** | **56** | **$ 456,280.00** |

**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 02/27/2024

Cobb Fendley 1811-273 WA7 CR 255 City of Georgetown Water Line Relocations

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

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 7 in the amount of $365,722.00 to expire December 31, 2025 under Williamson County contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for CR 255 City of Georgetown Water Line Relocations. Funding source: 01.0200.0210.004100

**Background**

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

**Attachments**

Cobb Fendley 1811-273 WA7 CR 255 City of Georgetown Water Line Relocations

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 02/20/2024 02:00 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 08:37 AM |
| Form Started By: Vicky Edwards | | Started On: 02/20/2024 11:41 AM |
| Final Approval Date: 02/21/2024 | | |

**WORK AUTHORIZATION NO 7**

**PROJECT: CR 255 City of Georgetown Water Line Relocations**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb Fendley & Associates, Inc.** (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$365,722.00.**

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, 2025**. 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 _____.

| ENGINEER: | COUNTY: |
| --- | --- |
| Cobb Fendley & Associates, Inc. | Williamson County, Texas |
| By: | By: _____ |
| Signature | Signature |
| Sandra G. Khoury, P.E. | Bill Gravell, Jr. |
| Printed Name | Printed Name |
| Executive Vice President | County Judge |
| Title | Title |

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## Attachment A - Services to be Provided by County

Williamson County Department of Infrastructure designated staff will provide project direction, review and oversight for each on-call utility coordination and relocation work assignments

# ATTACHMENT B

## SERVICES TO BE PROVIDED BY ENGINEER

**UTILITY DESIGN**.

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

The ***Engineer*** will provide design, bid, and construction phase services for the installation of approximately 6,800 linear feet of 2", 3", 8", 12", and 16" main, 6" fire hydrant leads, and service pipe, 600 linear feet of 4", 18", 24", and 30" steel encasement installed via open trench and jack/bore, required appurtenances, and connections to the existing 2", 3", 12", and 15" water lines associated with the construction of the CR 255 improvement project in Williamson County for the City of Georgetown.

I. Design Phase

The ***Engineer*** will prepare plans and compile specifications for the construction of the water utility relocations identified on provided utility conflict strip map. Additional services proposal will be prepared to perform the necessary relocation design work for any additional relocations not identified as applicable. Design services include traffic controls and erosion controls for the water utility relocations. The design phase assumes a 30% design workshop meeting, followed by 90% and 100% submittals to City of Georgetown.

A. Data Development.

1. Gather and analyze data. Obtain plans and electronic files for roadway and topographical information. This scope assumes that survey information for water line relocations located within the ROW will be provided by the roadway engineer and that it will provide data adequate to design the relocations within the ROW. This scope assumes that additional survey will be necessary to prepare relocations for water lines that are currently in easement and will be relocated into a new easement, and that this survey will be performed and provided by others and provided to the ***Engineer*** for use in relocation design outside existing survey limits.
2. Prepare preliminary adjustment and relocation plans for relocations associated with the roadway design.
3. Coordinate with the City on preliminary layouts and relocations. Includes one (1) design workshop meeting with the City.

B. The ***Engineer*** will prepare design plans at 30%, 90% and 100% completion. The 30% plans will be discussed at a design workshop meeting with the City of Georgetown as mentioned above. 90%, and 100% plans will be officially submitted to City of Georgetown for review. The ***Engineer*** anticipates the following sheets to be included in our design set.

1. Cover sheet. (1 Sheet)
2. General Notes. Assemble a set of general notes using City of Georgetown and TCEQ standards. (2 Sheets)
3. Quantity Sheet (2 Sheets). Prepare a summary of quantities sheet. A blank sheet will be included in the 30% plans. Full quantities will be included in the 90% and 100% submittals.
4. Overall Layout Sheets (1 Sheet). Prepare an overall reference sheet to scale.
5. Erosion and Sedimentation Control Sheets (9 sheets). Prepare 11"x17" erosion and sedimentation control plan sheets at 90% and 100% submittals. Assumes 9 sheets.
6. Plan and Profile (17 Sheets). Prepare plan sheets at 30% submittal and plan and profile sheets at 90% and 100% submittals for the proposed water line relocations at a scale of 1" = 40' on 11"x17" plan sheets, with a true half size. Assumes 17 sheets. This scope assumes fire hydrant plan and profile sheets will not be required.
7. Detail Sheets (5 sheets). Prepare detail sheets showing standard construction details and special, project-specific details. Assumes 5 sheets.
8. Restrained Joint Calculations (1 Sheet). Perform restrained joint calculations and include a table of required lengths calculated in the plans. Assumes 1 sheet.

Note: This scope assumes that environmental clearance required for new easements, if applicable, will be handled by others. This scope assumes that additional survey needed for relocations outside of the right-of-way will be coordinated with and performed by others. This scope assumes that easement investigation and acquisition will be handled by others.

C. The ***Engineer*** will assemble standard technical specifications to be included in the roadway contract documents. A list of specifications relevant to the project will be provided with the 30% submittal to the City of Georgetown. A full set of utility specifications required will be provided with the 90% and 100% submittals for the water line relocations. City of Georgetown and City of Austin standard technical specifications will be used for this project. This scope assumes that front end/contract documents will be prepared by others.

D. The ***Engineer*** will perform a quantity take off and prepare a bid form. A quantity take-off will be performed at the 90%, and 100% submittals. Bid items to be included in the bid form will be prepared by the roadway and drainage consultant.

E. The ***Engineer*** will prepare an opinion of probable construction cost for the 30% (+/- 25%), 90% (+/- 10%), and 100% submittals.

F. The ***Engineer*** will perform internal quality control reviews on the plans and specifications prior to each submittal to City of Georgetown.

G. The ***Engineer*** will prepare 30% design plans to present to the City of Georgetown in a design workshop meeting. Discussions from this meeting will be incorporated into the official 90% submittal.

H. The ***Engineer*** will assemble plans and specifications and submit them to City of Georgetown for review. This scope assumes there will be a 90% and 100% Final Bid Set submittal. The ***Engineer*** will electronically provide 11"x17" size plans and specifications for each submittal.

I. The ***Engineer*** will review comments provided by the City of Georgetown and prepare a written response to the comments for inclusion with the subsequent submittal.

J. The ***Engineer*** will participate in up to three (3) coordination and review meetings on the three (3) submittals to City of Georgetown for their review and approval. If the correspondence, meetings, and revisions required by the City exceeds the number of meetings listed in this scope of services, then additional services will be required.

K. The ***Engineer*** will coordinate with City of Georgetown to obtain required approvals for construction. This scope assumes that permits will be obtained by others.

L. The ***Engineer*** will provide project management of proposed water line relocation design for an assume nine (9) month design schedule

II. Bid Phase

The ***Engineer*** will provide limited assistance in the bidding of the project. This scope assumes that the utility relocation bid items will be included in the roadway project bid and The ***Engineer*** will provide assistance as related to water relocations only. This scope also assumes that the Owner will engage a bidding assistance center for the distribution and management of plans during bid phase. Distribution of plans and maintenance of a plan holders list is not included in this scope. Below is a detailed scope of services for bid phase:

A. Attend pre-bid conference. Meeting agenda and minutes prepared by others.

B. Respond to contractor's questions during bidding process.

C. Prepare addenda (assume 1) to address contractor questions. Distribution will be handled by others.

The following items are not included in bid phase services:

A. Review bid tabs.

B. Review contractor recommendation.

III. Construction Phase

The ***Engineer*** will provide limited construction administration and observation assistance to the project and City of Georgetown. This scope does not include inspection services. This scope assumes construction duration of nine (9) months. All scopes of services in this scope are related to water and wastewater utility relocations only. Below is a detailed scope of services for construction phase:

A. Attend preconstruction meeting.

B. Attend nine (9) meetings when utility adjustments are in process.

C. Attend periodic site visits. Assume four (4) site visits (not coincident with progress meetings). If additional visits are required, then this will result in additional services.

D. The ***Engineer*** will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This scope assumes 25 submittals.

E. The ***Engineer*** will coordinate with City of Georgetown and the Contractor on RFIs and respond with clarifications as needed. This scope assumes ten (10) RFIs.

F. The ***Engineer*** will assist in negotiation and preparation of change order documents, should they be necessary. This scope assumes two (2) change orders.

G. The ***Engineer*** will assist with closing out the contract, reviewing final pay application and affidavits, and preparing a Concurrence Letter.

H. The ***Engineer*** will prepare a set of record drawings based on Contractor's redlines in the field. Record drawings will be provided to the City electronically.

I. The ***Engineer*** will provide project management during the assumed nine (9) month construction schedule.

The following items are not included in construction phase services:

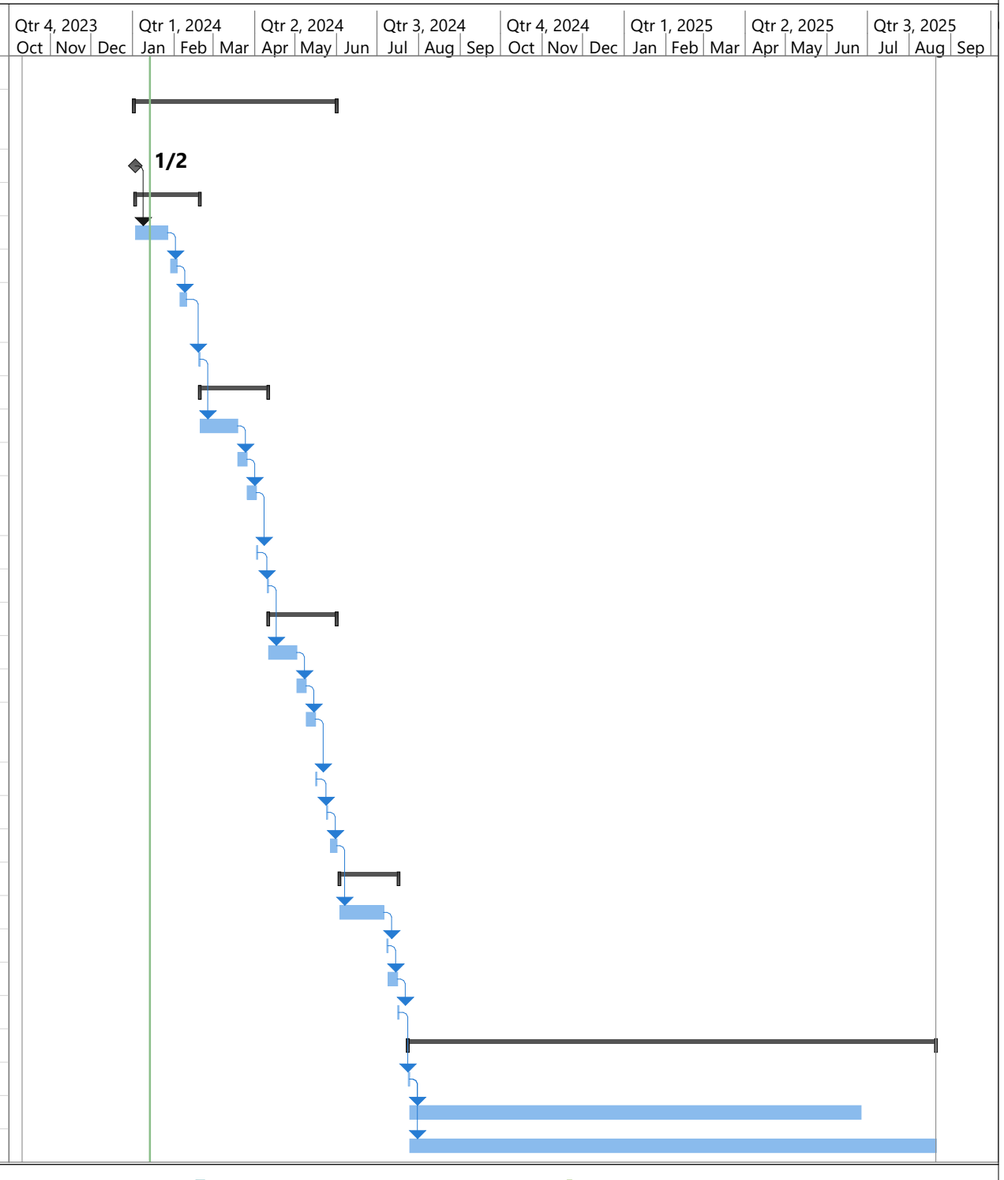
A. Review of pay estimates.

B. This Construction Phase Services assumes that one project inspector amongst the stakeholders will be assigned and there will not be coordination amongst the various stakeholders during construction.

C. Final Walk Through and Punch List.

Williamson County Road & Bridge
CR 255
City of Georgetown Water Relocations
Project Schedule
January 12, 2024

| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessors | Resource Names |
|---|---|---|---|---|---|---|---|
| 1 | | | | | | | |
| 2 | | **CR 255 Water Adjustments/Relocations** | **109 days** | **Tue 1/2/24** | **Fri 5/31/24** | | |
| 3 | | NTP | 1 day | Tue 1/2/24 | Tue 1/2/24 | | |
| 4 | | **30% Design** | **34 days** | **Wed 1/3/24** | **Mon 2/19/24** | | |
| 5 | | 30% Design | 18 days | Wed 1/3/24 | Fri 1/26/24 | 3 | |
| 6 | | QA/QC | 5 days | Mon 1/29/24 | Fri 2/2/24 | 5 | |
| 7 | | Address Comments, + EOPC and Specs | 5 days | Mon 2/5/24 | Fri 2/9/24 | 6 | |
| 8 | | Workshop Meeting | 1 day | Mon 2/19/24 | Mon 2/19/24 | 7FS+5 days | |
| 9 | | **60% Design** | **37 days** | **Tue 2/20/24** | **Wed 4/10/24** | | |
| 10 | | 60% Design | 20 days | Tue 2/20/24 | Mon 3/18/24 | 8 | |
| 11 | | QA/QC | 5 days | Tue 3/19/24 | Mon 3/25/24 | 10 | |
| 12 | | Address Comments, + EOPC and Specs | 5 days | Tue 3/26/24 | Mon 4/1/24 | 11 | |
| 13 | | Submittal to City | 1 day | Tue 4/2/24 | Tue 4/2/24 | 12 | |
| 14 | | Review Meeting with City | 1 day | Wed 4/10/24 | Wed 4/10/24 | 13FS+5 days | |
| 15 | | **100% Design** | **37 days** | **Thu 4/11/24** | **Fri 5/31/24** | | |
| 16 | | 100% Design | 15 days | Thu 4/11/24 | Wed 5/1/24 | 14 | |
| 17 | | QA/QC | 5 days | Thu 5/2/24 | Wed 5/8/24 | 16 | |
| 18 | | Address Comments, + EOPC and Specs | 5 days | Thu 5/9/24 | Wed 5/15/24 | 17 | |
| 19 | | Submittal to City | 1 day | Thu 5/16/24 | Thu 5/16/24 | 18 | |
| 20 | | Review Meeting with City | 1 day | Fri 5/24/24 | Fri 5/24/24 | 19FS+5 days | |
| 21 | | City Approval | 1 wk | Mon 5/27/24 | Fri 5/31/24 | 20 | |
| 22 | | **Bid Phase** | **32 days** | **Mon 6/3/24** | **Tue 7/16/24** | | |
| 23 | | Advertisement/Bidding | 5 wks | Mon 6/3/24 | Fri 7/5/24 | 21 | |
| 24 | | Bid Opening | 1 day | Mon 7/8/24 | Mon 7/8/24 | 23 | |
| 25 | | Contractor Selection | 1 wk | Tue 7/9/24 | Mon 7/15/24 | 24 | |
| 26 | | Bid Award | 1 day | Tue 7/16/24 | Tue 7/16/24 | 25 | |
| 27 | | **Construction Phase** | **281 days** | **Wed 7/24/24** | **Wed 8/20/25** | | |
| 28 | | Pre-Construction Meeting | 1 day | Wed 7/24/24 | Wed 7/24/24 | 26FS+5 days | |
| 29 | | Substantial Construction | 12 mons | Thu 7/25/24 | Wed 6/25/25 | 28 | |
| 30 | | Final Construction | 14 mons | Thu 7/25/24 | Wed 8/20/25 | 28 | |




Project: CR 255 Water Relocatio
Date: Sun 1/14/24

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Task | Project Summary | Manual Task | Start-only | Deadline |
| Split | Inactive Task | Duration-only | Finish-only | Progress |
| Milestone | Inactive Milestone | Manual Summary Rollup | External Tasks | Manual Progress |
| Summary | Inactive Summary | Manual Summary | External Milestone | |

# ATTACHMENT D
# FEE SCHEDULE



| | Hours | | | | | | | Expenses | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | $235.00 per hour | $195.00 per hour | $170.00 per hour | $150.00 per hour | $145.00 per hour | $105.00 per hour | $0.655 per mile | $15.000 per each | $0.150 per sheet | | |
| **Task** | **Senior Project Manager** | **Senior Engineer** | **Proj Engr III** | **Proj Engr II** | **Senior Technician** | **Administrative** | **Mileage** | **Delivery** | **Copies** | Total Hours | Total Budget |
| Design Phase | | | | | | | | | | | |
| A. Data Development | | | | | | | | | | | |
| A1. Gather and analyze data. | | 24 | | 24 | 30 | | 144 | | | 78 | $12,630.00 |
| A3. Prepare preliminary adjustment and relocation plans for relocations associated with interim roadway design. | | 12 | | 48 | 24 | | | | | 84 | $13,020.00 |
| A4. Coordination meeting with City | 2 | 2 | | 2 | 2 | 2 | | | | 10 | $1,660.00 |
| B. Plans | | | | | | | | | | | $0.00 |
| B1. Cover (1 sheet) | | 3 | | 3 | 3 | | | | | 9 | $1,470.00 |
| B2. General Notes (2 sheets) | 3 | | | 3 | 3 | | | | | 9 | $1,590.00 |
| B3. Summary of Quantities (2 sheets) | 2 | 8 | | 10 | | | | | | | $3,530.00 |
| B4. Overall Layout (1 sheet) | 3 | | | 5 | 8 | | | | | 16 | $2,615.00 |
| B6. Erosion and Sedimentation Controls (9 Sheets) | 5 | 27 | | 72 | 54 | | | | | 158 | $25,070.00 |
| B7. Plan and Profile (17 Sheets) | 22 | 107 | | 383 | 255 | | 288 | | | 767 | $120,460.00 |
| B8. Detail Sheets (5 sheets) | | 8 | | 5 | | | | | | 13 | $2,310.00 |
| B9. Restrained Joint Calculations (1 Sheet) | | 10 | | | | | | | | 10 | $1,950.00 |
| C. Specifications | 4 | 8 | | 16 | | 16 | | | | 44 | $6,580.00 |
| D. Quantity Take-Off/Bid Form | 3 | 12 | | 24 | | | | | | 39 | $6,645.00 |
| E. Cost Estimate | 3 | 12 | | 24 | | | | | | 39 | $6,645.00 |
| F. QA/QC | 84 | 28 | | | | | | | | 112 | $25,200.00 |
| G. Design Workshop Meeting | 4 | 4 | | 8 | | | | | | 16 | $2,920.00 |
| H. Submittal Packages (2) | | 12 | | 16 | | 12 | | | | 40 | $6,000.00 |
| I. Respond to Comments | 4 | 8 | | 12 | | | | | | 24 | $4,300.00 |
| J. Coordination/Review Meetings (2) | | 6 | | 6 | | 4 | | | | 16 | $2,490.00 |
| K. Approvals | | | | 6 | | 4 | | | | 10 | $1,320.00 |
| L. Project Management. | 5 | 14 | | | | 9 | | | | 28 | $4,850.00 |
| Hour Sub Total | 144 | 305 | 0 | 667 | 379 | 47 | 432 | 0 | 0 | 1542 | |
| Subtotal Labor Costs | $33,840.00 | $59,475.00 | $0.00 | $100,050.00 | $54,955.00 | $4,935.00 | $282.96 | $0.00 | $0.00 | | $253,255.00 |
| Subtotal Expense Costs | | | | | | | | | | | $298.00 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Bid Phase | | | | | | | | | | | |
| A. Attend pre-bid conference | | 2 | | 6 | | | 144 | | | 8 | $1,290.00 |
| B. Respond to contractors' questions | 2 | 4 | | 8 | | | | | | 14 | $2,450.00 |
| C. Prepare addenda (1) | 2 | 6 | | 10 | | 4 | | | | 22 | $3,560.00 |
| Hour Sub Total | 4 | 12 | 0 | 24 | 0 | 4 | 144 | 0 | 0 | 44 | |
| Subtotal Labor Costs | $940.00 | $2,340.00 | $0.00 | $3,600.00 | $0.00 | $420.00 | $94.32 | $0.00 | $0.00 | | $7,300.00 |
| Subtotal Expense Costs | | | | | | | | | | | $100.00 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Construction Phase | | | | | | | | | | | |
| A. Attend preconstruction meeting | | 2 | | 6 | | | 144 | | | 8 | $1,290.00 |
| B. Attend progress meetings (9) | | 18 | | 54 | | | 1296 | | | 72 | $11,610.00 |
| C. Attend site visits (4) | | 8 | | 24 | | | 288 | | | 32 | $5,160.00 |
| D. Review submittals (25) | 7 | 25 | | 50 | | 25 | | | | 107 | $16,645.00 |
| E. Respond to RFIs (10) | 3 | 20 | | 60 | 30 | | | | | 113 | $17,955.00 |
| F. Change orders (2) | 4 | 18 | | 24 | 24 | | | | | 70 | $11,530.00 |
| G. Project close-out | | 6 | | 12 | | | | | | 18 | $2,970.00 |
| H. Record drawings | 4 | 47 | | 74 | 56 | | | | | 181 | $29,325.00 |
| I. Project Management. | 9 | 18 | | | | 14 | | | | 41 | $7,095.00 |
| Hour Sub Total | 27 | 162 | 0 | 304 | 110 | 39 | 1728 | 0 | 0 | 642 | |
| Subtotal Labor Costs | $6,345.00 | $31,590.00 | $0.00 | $45,600.00 | $15,950.00 | $4,095.00 | $1,131.84 | $0.00 | $0.00 | $0.00 | $103,580.00 |
| Subtotal Expense Costs | | | | | | | | | | | |

| Task | Labor | Expense | Total Fee |
|---|---|---|---|
| Design | $253,255.00 | $298.00 | $253,553.00 |
| Bid | $7,300.00 | $100.00 | $7,400.00 |
| Construction | $103,580.00 | $1,189.00 | $104,769.00 |
| Total | $364,135.00 | $1,587.00 | $365,722.00 |

**Commissioners Court - Regular Session** **38.**

**Meeting Date:** 02/27/2024

Final plat for the Santa Rita Ranch Phase 7A Section 3 subdivision – Pct 2.

**Submitted For:** Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the final plat for the Santa Rita Ranch Phase 7A Section 3 subdivision – Precinct 2.

### Background

This is the third section of the Santa Rita Ranch Phase 7A development. It consists of 61 single family lots, 1 open space/landscape/utility lot and 2,287 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $10,103,110.00 has been posted with the County to cover the cost of the remaining construction in Santa Rita Ranch Phase 7A. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this final plat in order to meet the review timelines set forth in House Bill 3167.

### Timeline

2023-08-28 – initial submittal of the final plat
2023-09-11 – 1st review complete with comments
2024-01-23 – 2nd submittal of final plat
2024-02-07 – 2nd review complete with comments
2024-02-09 – 3rd submittal of final plat with signatures
2024-02-09 – 3rd review complete with comment clear
2024-02-21 – County Engineer approval letter sent
2024-02-22 – final plat placed on the February 27, 2024 Commissioners Court agenda for consideration

## Fiscal Impact

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

## Attachments

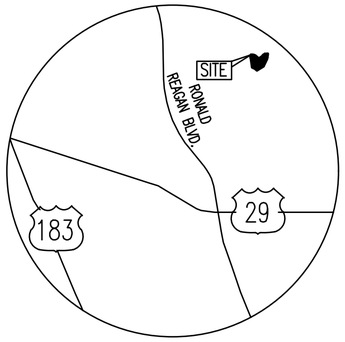
final plat - Santa Rita Ranch Ph 7A Sec 3

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:51 AM |
| Form Started By: Adam Boatright | | Started On: 02/22/2024 11:45 AM |
| Final Approval Date: 02/22/2024 | | |

# SANTA RITA RANCH PHASE 7A, SECTION 3

## FINAL PLAT




VICINITY MAP
APPROX. SCALE:
1"=2000'

GRAPHIC SCALE

( IN FEET )
1 inch = 100 ft.

100 0 50 100 200

### LEGEND

| | |
|---|---|
| ● | 1/2" IRON ROD FOUND WITH "CBD SETSTONE" CAP |
| ○ | 1/2" CAPPED IRON ROD SET WITH "CBD SETSTONE" CAP |
| B.L. | BUILDING SETBACK LINE |
| L.S.E | LANDSCAPE EASEMENT |
| O.S. | OPEN SPACE |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| O.P.R.W.C.TX. | OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS |
| 1 | LOT NUMBER |
| Ⓐ | BLOCK DESIGNATION |
| | FEMA 100-YEAR FLOODPLAIN |
| | PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14) |
| | FEMA 100-YEAR FLOODWAY |

ORIGINAL SUBMITTAL DATE: AUGUST 28, 2023

DATE: FEBRUARY 9, 2024


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

MUD 19G DIRECTORS
100 CONGRESS AVENUE STE. 1300
AUSTIN, TX 78701

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

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


TOTAL ACREAGE: 31.047 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5

| Minimum Finished Floor Elevation (NAVD '88) | | |
|---|---|---|
| Block | Lot | Min FFE |
| E | 26 | 979.0' |
| E | 27 | 979.0' |
| E | 28 | 979.0' |
| E | 29 | 979.0' |
| E | 30 | 979.0' |
| E | 31 | 979.0' |
| E | 32 | 979.0' |
| E | 33 | 979.0' |
| E | 34 | 979.0' |
| E | 35 | 979.0' |
| E | 36 | 979.0' |
| E | 37 | 979.0' |
| E | 38 | 979.0' |
| E | 39 | 979.0' |
| E | 40 | 979.0' |
| E | 41 | 979.0' |
| E | 42 | 979.0' |
| E | 43 | 979.0' |
| E | 44 | 979.0' |
| E | 45 | 979.0' |
| E | 46 | 979.0' |
| E | 47 | 975.6' |
| E | 48 | 977.7' |
| E | 49 | 977.9' |
| E | 50 | 979.7' |
| E | 51 | 979.9' |
| E | 52 | 980.1' |
| E | 53 | 980.5' |
| E | 54 | 980.6' |
| E | 55 | 980.8' |
| E | 56 | 981.0' |
| E | 57 | 981.3' |
| E | 58 | 981.5' |
| E | 59 | 981.8' |
| E | 60 | 982.0' |
| E | 61 | 982.1' |
| E | 62 | 982.2' |
| E | 63 | 982.4' |
| E | 64 | 982.7' |

BM-1: CAPPED 1/2 INCH IRON ROD SET
STAMPED "CONTROL".
NORTHING: 10214586.57
EASTING: 3086242.97
ELEVATION: 987.49 (NAVD '88)

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

ROAD TABLE

| STREET NAMES | LINEAR FOOTAGE | R.O.W. WIDTH | PAVEMENT WIDTH | DESIGN SPEED | DESIGNATION | CLASSIFICATION |
|---|---|---|---|---|---|---|
| BELANGER CANYON DRIVE | 1,123' | 50' R.O.W. | 33' FOC-FOC | 25 M.P.H. | PUBLIC | LOCAL |
| MENLO BEND | 160' | 60' R.O.W. | 33' FOC-FOC | 25 M.P.H. | PUBLIC | LOCAL |
| RIBERA DRIVE | 1,004' | 50' R.O.W. | 33' FOC-FOC | 25 M.P.H. | PUBLIC | LOCAL |
| TOTAL | 2,287' | | | | | |

| | |
|---|---|
| TOTAL OF LOTS | 62 |
| SINGLE FAMILY LOTS: | 61 |
| O.S., L.S.E, D.E., W.Q.E., & P.U.E. LOTS: | 1 |
| BLOCKS: | 3 |

## SHEET NO. 1 OF 5


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


J:\AC3D\5484\Survey\PLAT - SRR 7A-3

# SANTA RITA RANCH PHASE 7A, SECTION 3
## FINAL PLAT

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Length | Radius | Chord Direction | Chord Length | Tangent | DELTA |
| C1 | 20.97 | 390.00 | N03°16'09"W | 20.97 | 10.49 | 3°04'51" |
| C2 | 66.45 | 1540.00 | N08°33'18"W | 66.44 | 33.23 | 2°28'20" |
| C3 | 25.73 | 15.00 | N41°49'39"E | 22.69 | 17.34 | 98°17'34" |
| C4 | 64.97 | 600.00 | N85°55'27"W | 64.94 | 32.52 | 6°12'14" |
| C5 | 790.58 | 550.00 | N47°50'49"W | 724.26 | 481.14 | 82°21'30" |
| C6 | 23.38 | 15.00 | N52°31'00"E | 21.09 | 14.82 | 89°19'19" |
| C7 | 21.78 | 15.00 | S33°44'55"E | 19.92 | 13.32 | 83°12'32" |
| C8 | 566.48 | 600.00 | N48°18'20"W | 545.68 | 306.34 | 54°05'43" |
| C9 | 24.75 | 15.00 | S68°31'22"E | 22.03 | 16.24 | 94°31'47" |
| C10 | 20.40 | 15.00 | S25°14'45"W | 18.87 | 12.13 | 77°55'58" |
| C11 | 40.05 | 775.00 | N62°43'54"E | 40.05 | 20.03 | 2°57'40" |
| C12 | 42.64 | 825.00 | N62°43'54"E | 42.63 | 21.32 | 2°57'40" |
| C13 | 449.66 | 390.00 | N28°13'15"E | 425.16 | 253.56 | 66°03'38" |
| C14 | 507.31 | 440.00 | N28°13'15"E | 479.67 | 286.07 | 66°03'38" |
| C15 | 73.86 | 600.00 | N10°11'39"W | 73.81 | 36.97 | 7°03'10" |
| C16 | 23.55 | 25.00 | S33°39'07"E | 22.69 | 12.73 | 53°58'05" |
| C17 | 23.55 | 25.00 | N20°18'58"E | 22.69 | 12.73 | 53°58'05" |
| C18 | 301.53 | 60.00 | N83°19'56"E | 70.59 | 43.64 | 287°56'10" |
| C19 | 62.34 | 550.00 | N09°54'55"W | 62.31 | 31.21 | 6°29'41" |
| C20 | 75.40 | 550.00 | N17°05'24"W | 75.34 | 37.76 | 7°51'18" |
| C21 | 75.40 | 550.00 | N24°56'41"W | 75.34 | 37.76 | 7°51'18" |
| C22 | 75.40 | 550.00 | N32°47'59"W | 75.34 | 37.76 | 7°51'18" |

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Length | Radius | Chord Direction | Chord Length | Tangent | DELTA |
| C23 | 75.40 | 550.00 | N40°39'16"W | 75.34 | 37.76 | 7°51'18" |
| C24 | 75.40 | 550.00 | N48°30'34"W | 75.34 | 37.76 | 7°51'18" |
| C25 | 75.40 | 550.00 | N56°21'52"W | 75.34 | 37.76 | 7°51'18" |
| C26 | 75.40 | 550.00 | N64°13'09"W | 75.34 | 37.76 | 7°51'18" |
| C27 | 75.40 | 550.00 | N72°04'27"W | 75.34 | 37.76 | 7°51'18" |
| C28 | 75.40 | 550.00 | N79°55'44"W | 75.34 | 37.76 | 7°51'18" |
| C29 | 49.63 | 550.00 | N86°26'29"W | 49.61 | 24.83 | 5°10'11" |
| C30 | 25.89 | 60.00 | S48°16'24"E | 25.69 | 13.15 | 24°43'32" |
| C31 | 63.53 | 60.00 | S05°34'43"E | 60.60 | 35.11 | 60°39'50" |
| C32 | 30.30 | 60.00 | S39°13'18"W | 29.98 | 15.48 | 28°56'11" |
| C33 | 41.40 | 60.00 | S73°27'33"W | 40.59 | 21.57 | 39°32'20" |
| C34 | 41.40 | 60.00 | N67°00'07"W | 40.59 | 21.57 | 39°32'20" |
| C35 | 41.40 | 60.00 | N27°27'47"W | 40.59 | 21.57 | 39°32'20" |
| C36 | 57.59 | 60.00 | N19°48'12"E | 55.40 | 31.23 | 54°59'38" |
| C37 | 12.98 | 25.00 | N32°25'55"E | 12.83 | 6.64 | 29°44'13" |
| C38 | 10.57 | 25.00 | N05°26'52"E | 10.49 | 5.37 | 24°13'53" |
| C39 | 54.23 | 600.00 | S11°07'52"E | 54.21 | 27.13 | 5°10'43" |
| C40 | 19.63 | 600.00 | S07°36'18"E | 19.62 | 9.81 | 1°52'27" |
| C41 | 12.44 | 600.00 | S88°25'56"E | 12.44 | 6.22 | 1°11'17" |
| C42 | 52.53 | 600.00 | S85°19'49"E | 52.51 | 26.28 | 5°00'57" |
| C43 | 51.67 | 600.00 | S72°53'10"E | 51.66 | 25.85 | 4°56'04" |
| C44 | 57.62 | 600.00 | S67°40'03"E | 57.60 | 28.83 | 5°30'09" |

| Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Length | Radius | Chord Direction | Chord Length | Tangent | DELTA |
| C45 | 57.62 | 600.00 | S62°09'54"E | 57.60 | 28.83 | 5°30'09" |
| C46 | 57.62 | 600.00 | S56°39'45"E | 57.60 | 28.83 | 5°30'09" |
| C47 | 57.62 | 600.00 | S51°09'36"E | 57.60 | 28.83 | 5°30'09" |
| C48 | 57.62 | 600.00 | S45°39'27"E | 57.60 | 28.83 | 5°30'09" |
| C49 | 57.62 | 600.00 | S40°09'18"E | 57.60 | 28.83 | 5°30'09" |
| C50 | 57.62 | 600.00 | S34°39'09"E | 57.60 | 28.83 | 5°30'09" |
| C51 | 57.62 | 600.00 | S29°09'00"E | 57.60 | 28.83 | 5°30'09" |
| C52 | 53.83 | 600.00 | S23°49'42"E | 53.82 | 26.93 | 5°08'27" |
| C53 | 24.44 | 390.00 | N59°27'21"E | 24.44 | 12.22 | 3°35'26" |
| C54 | 83.41 | 390.00 | N51°32'02"E | 83.25 | 41.86 | 12°15'12" |
| C55 | 86.62 | 390.00 | N39°02'40"E | 86.44 | 43.49 | 12°43'31" |
| C56 | 88.88 | 390.00 | N26°09'11"E | 88.69 | 44.63 | 13°03'27" |
| C57 | 145.34 | 390.00 | N08°56'52"E | 144.51 | 73.53 | 21°21'11" |
| C58 | 56.81 | 440.00 | S01°06'38"E | 56.77 | 28.45 | 7°23'53" |
| C59 | 56.81 | 440.00 | S06°17'16"W | 56.77 | 28.45 | 7°23'53" |
| C60 | 56.81 | 440.00 | S13°41'09"W | 56.77 | 28.45 | 7°23'53" |
| C61 | 56.81 | 440.00 | S21°05'02"W | 56.77 | 28.45 | 7°23'53" |
| C62 | 56.81 | 440.00 | S28°28'56"W | 56.77 | 28.45 | 7°23'53" |
| C63 | 56.81 | 440.00 | S35°52'49"W | 56.77 | 28.45 | 7°23'53" |
| C64 | 56.81 | 440.00 | S43°16'42"W | 56.77 | 28.45 | 7°23'53" |
| C65 | 56.82 | 440.00 | S50°40'36"W | 56.78 | 28.45 | 7°23'55" |
| C69 | 52.80 | 440.00 | N57°48'49"E | 52.76 | 26.43 | 6°52'30" |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 72.12 | S32°58'04"E |
| L2 | 144.01 | N41°41'52"E |
| L3 | 153.44 | N68°31'45"E |
| L4 | 50.00 | N00°58'26"E |
| L5 | 1.88 | S89°01'34"E |
| L6 | 146.45 | N02°04'53"W |
| L7 | 47.68 | N89°01'34"W |
| L8 | 47.68 | N89°01'34"W |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L9 | 55.68 | N64°12'44"E |
| L10 | 67.34 | N64°12'44"E |
| L11 | 66.52 | S15°09'51"E |
| L12 | 66.95 | S37°20'52"E |
| L13 | 66.95 | S57°07'02"E |
| L14 | 66.95 | N76°53'12"W |
| L15 | 66.95 | S83°20'38"W |
| L16 | 66.95 | N63°34'28"E |

| Easement Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| (L17) | 24.57 | N26°07'34"E |
| (L18) | 148.31 | S63°44'48"W |
| (L19) | 361.31 | S55°26'16"W |
| (L20) | 138.38 | N51°40'04"W |
| (L22) | 151.59 | S51°40'04"E |
| (L23) | 371.30 | N55°26'16"E |
| (L24) | 127.75 | N63°44'48"E |

| Easement Curve Table | | | | | | |
|---|---|---|---|---|---|---|
| Curve # | Length | Radius | Chord Direction | Chord Length | Tangent | DELTA |
| (C67) | 15.11 | 60.00 | S31°58'05"W | 15.07 | 7.60 | 14°25'45" |
| (C68) | 15.19 | 60.00 | S46°26'11"W | 15.15 | 7.64 | 14°30'26" |

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT LOTS 26-64, BLOCK E. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOTS 26-64, BLOCK E PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
4. THE PROPOSED 100-YR WATER SURFACE ELEVATION PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CALRSON, BRIGANCE & DOERING, INC., DATED DECEMBER 2, 2022. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THE PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE PROPOSED 100-YR WATER SURFACE ELEVATION PER ATLAS 14.
5. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
6. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
7. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.

WATER AND WASTEWATER:

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

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.



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J:\AC3D\5484\Survey\PLAT - SRR 7A-3

# SANTA RITA RANCH PHASE 7A, SECTION 3
## FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 31.047 ACRE TRACT OF LAND, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 59.909 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023033962, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 31.047 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE EAST LINE OF LOT 1, BLOCK C, SANTA RITA RANCH PHASE 7A, SECTION 1, BEING AT THE SOUTHWEST CORNER OF LOT 15, BLOCK C, SAID SANTA RITA RANCH PHASE 7A, SECTION 1, FOR THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 59.909 ACRE TRACT OF LAND, AND WITH THE SOUTH LINE OF SAID SANTA RITA RANCH PHASE 7A, SECTION 1, THE FOLLOWING TEN (10) COURSES AND DISTANCES, NUMBERED 1 THROUGH 10,

1) S82°08'39"E, A DISTANCE OF 200.36 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
2) S76°57'01"E, A DISTANCE OF 184.63 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
3) S49°36'09"E, A DISTANCE OF 341.31 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
4) S32°58'04"E, A DISTANCE OF 72.12 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
5) N61°15'04"E, A DISTANCE OF 237.24 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
6) N46°08'44"E, A DISTANCE OF 167.92 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
7) N41°41'52"E, A DISTANCE OF 144.01 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
8) N68°31'45"E, A DISTANCE OF 153.44 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE LEFT,
9) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 390.00 FEET, AN ARC LENGTH OF 20.97 FEET, AND A CHORD THAT BEARS N03°16'09"W, A DISTANCE OF 20.97 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND
10) N85°11'26"E, A DISTANCE OF 244.46 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE EAST LINE OF SAID 59.909 ACRE TRACT OF LAND, BEING AT THE SOUTHEAST CORNER OF LOT 23, BLOCK E, SAID SANTA RITA RANCH PHASE 7A, SECTION 1, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE EAST AND SOUTH LINES OF SAID 59.909 ACRE TRACT OF LAND, AND OVER AND ACROSS A CALLED 810.32 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO SANTA RITA C7 INVESTMENTS, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2013061332, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

1) S06°52'00"W, A DISTANCE OF 444.75 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
2) S26°07'34"W, A DISTANCE OF 737.99 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
3) S59°51'46"W, A DISTANCE OF 668.08 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
4) N52°30'35"W, A DISTANCE OF 232.85 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
5) N62°25'10"W, A DISTANCE OF 233.57 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST TERMINUS OF EAST SANTA RITA BOULEVARD (90' R.O.W.), BEING AT A SOUTH CORNER OF SAID SANTA RITA RANCH PHASE 7A, SECTION 1, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 59.909 ACRE TRACT OF LAND AND WITH THE EAST LINE OF SAID SANTA RITA RANCH PHASE 7A, SECTION 1, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

1) N09°47'28"W, WITH THE EAST LINE OF SAID SANTA RITA BOULEVARD, A DISTANCE OF 838.22 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1540.00 FEET, AN ARC LENGTH OF 66.45 FEET, AND A CHORD THAT BEARS N08°33'18"W, A DISTANCE OF 66.44 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT,
3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 25.73 FEET, AND A CHORD THAT BEARS N41°49'39"E, A DISTANCE OF 22.69 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
4) N00°58'26"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER,
5) S89°01'34"E, A DISTANCE OF 1.88 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND
6) N02°04'53"W, A DISTANCE OF 146.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 31.047 ACRES OF LAND.



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# SANTA RITA RANCH PHASE 7A, SECTION 3
## FINAL PLAT

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

I, SEAN MILLS, OWNER OF AN UNDIVIDED ONE-SEVENTH (1/7TH) INTEREST IN A CALLED 1.00 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2021174068, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 31.047 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CERTIFY THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16th DAY OF January, 20 24.

SEAN MILLS
100 CONGRESS AVE. SUITE 1300
AUSTIN, TEXAS 78701

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SEAN MILLS, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF January, 2024 A.D.

NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

DANIEL P. MYRICK
Notary Public, State of Texas
Notary ID# 134146752
My Commission Expires
JANUARY 17, 2027

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

I, CHAD MCLAREN, OWNER OF AN UNDIVIDED ONE-SEVENTH (1/7TH) INTEREST IN A CALLED 1.00 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2022131636, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 31.047 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CERTIFY THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16th DAY OF January, 20 24.

CHAD MCLAREN
100 CONGRESS AVE. SUITE 1300
AUSTIN, TEXAS 78701

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CHAD MCLAREN, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF January, 2024 A.D.

NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

DANIEL P. MYRICK
Notary Public, State of Texas
Notary ID# 134146752
My Commission Expires
JANUARY 17, 2027

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

I, MIKE GRIFFIN, OWNER OF AN UNDIVIDED ONE-SEVENTH (1/7TH) INTEREST IN A CALLED 1.00 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2021174066, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 31.047 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CERTIFY THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16th DAY OF January, 20 24.

MIKE GRIFFIN
100 CONGRESS AVE. SUITE 1300
AUSTIN, TEXAS 78701

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MIKE GRIFFIN, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF January, 2024 A.D.

NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

DANIEL P. MYRICK
Notary Public, State of Texas
Notary ID# 134146752
My Commission Expires
JANUARY 17, 2027

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

I, MONA OLIVER, OWNER OF AN UNDIVIDED ONE-SEVENTH (1/7TH) INTEREST IN A CALLED 1.00 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2021173371, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 31.047 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CERTIFY THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 24th DAY OF January, 20 24.

MONA OLIVER
100 CONGRESS AVE. SUITE 1300
AUSTIN, TEXAS 78701

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MONA OLIVER, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 24th DAY OF January, 2024 A.D.

NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

CARTER W. DEAN
Notary Public, State of Texas
Notary ID# 13173362-2
My Commission Expires
SEPTEMBER 21, 2026

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

I, KYLE FADAL, OWNER OF AN UNDIVIDED ONE-SEVENTH (1/7TH) INTEREST IN A CALLED 1.00 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2021175747, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 31.047 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CERTIFY THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 16th DAY OF January, 20 24.

KYLE FADAL
100 CONGRESS AVE. SUITE 1300
AUSTIN, TEXAS 78701

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

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYLE FADAL, WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 16th DAY OF January, 2024 A.D.

NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

DANIEL P. MYRICK
Notary Public, State of Texas
Notary ID# 134146752
My Commission Expires
JANUARY 17, 2027



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

J:\AC3D\5484\Survey\PLAT - SRR 7A-3

# SANTA RITA RANCH PHASE 7A, SECTION 3
## FINAL PLAT

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

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER OF A CALLED 59.909 ACRE TRACT OF LAND CONVEYED BY DEED RECORDED IN DOCUMENT NUMBER 2023033962, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AND THAT SEAN MILLS BEING THE OWNER OF 1/7TH INTEREST IN DOCUMENT NUMBER 2021174068, MONA OLIVER BEING OWNER OF 1/7TH INTEREST IN DOCUMENT NUMBER 2021173371, JULIANNE NORRIS BEING OWNER OF 1/7TH INTEREST IN DOCUMENT NUMBER 2021174064, KYLE FADAL BEING OWNER OF 1/7TH INTEREST IN DOCUMENT NUMBER 2021175747, AND MIKE GRIFFIN BEING OWNER OF 1/7TH INTEREST IN DOCUMENT NUMBER 2021174066, ALL UNDER THE IRREVOCABLE POWER OF ATTORNEY TO EXECUTE AND DELIVER ANY OF THE REQUIRED EXCHANGE AND/OR SUBSTITUTION OF COLLATERAL DOCUMENTS ON HIS BEHALF AND IN HIS/HER NAME, PLACE AND STEAD, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE 31.047 ACRES AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 7A, SECTION 3 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29 DAY OF January, 20 24

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

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

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

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 29th DAY OF January, 20 24 A.D.

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

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

CONSENT OF MORTGAGEE

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

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: Jason Rangel
TITLE: Senior Vice President

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25 DAY OF January, A.D., 2024.

BY: Araceli Hernandez
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES 6-2-2024

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

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

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

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

1/30/2024
DATE

ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 25th DAY OF January, 2024 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Teresa Baker
PRINTED NAME

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

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

ENGINEERING BY: _____ 1/25/2024
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

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

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

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

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

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

SURVEYED BY: _____ 25 JAN 2024
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
AARON V. THOMASON
6214
REGISTERED
PROFESSIONAL LAND SURVEYOR

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

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

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

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

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

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

NANCY E. RISTER, CLERK, COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

**SHEET NO. 5 OF 5**

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

J:\AC3D\5484\Survey\PLAT - SRR 7A-3

**Commissioners Court - Regular Session** **39.**

**Meeting Date:** 02/27/2024

Final plat for the Villa Torre subdivision – Pct 3

**Submitted For:** Robert Daigh **Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Villa Torre subdivision – Precinct 3.

### Background

This subdivision consists of 25 lots and 2,237 feet of new public roads. Roadway and drainage construction has been completed.

### Timeline

2023-11-30 – initial submittal of the final plat
2023-12-28 – 1st review complete with comments
2024-01-06 – 2nd submittal of final plat
2024-01-19 – 2nd review complete with comments
2024-01-20 – 3rd submittal of final plat
2024-02-01 – 3rd review complete with comments
2024-02-20 – 4th submittal of final plat with signatures
2024-02-20 – 4th review complete with comments clear
2024-02-22 – final plat placed on the February 27, 2024 Commissioners Court agenda for consideration.

## Fiscal Impact

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

## Attachments

final plat - Villa Torre

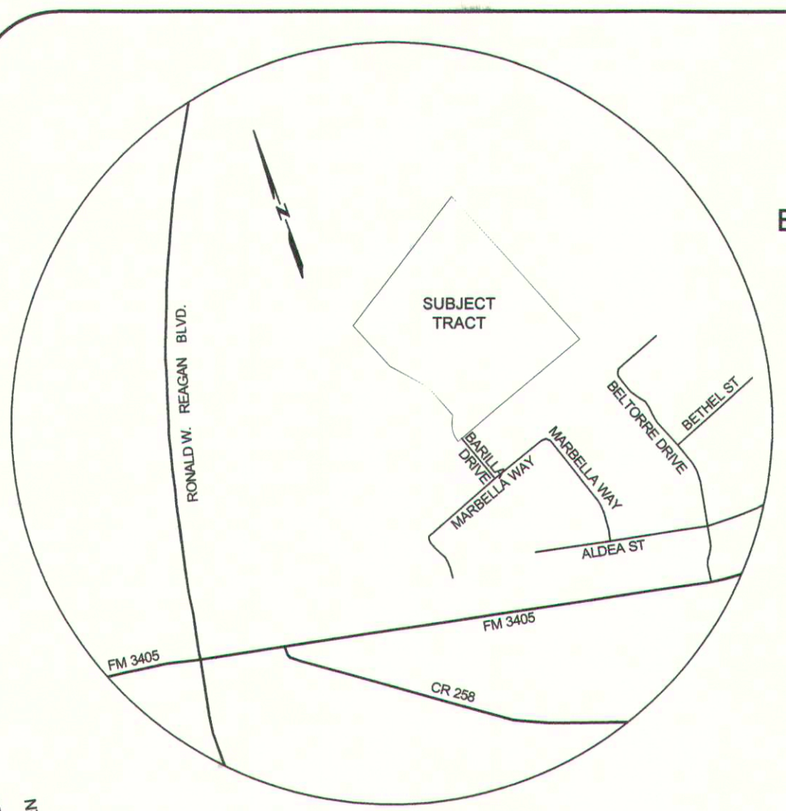
## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:52 AM |
| Form Started By: Adam Boatright | | Started On: 02/22/2024 11:48 AM |
| Final Approval Date: 02/22/2024 | | |

# FINAL PLAT OF
# VILLA TORRE

## A 29.993 ACRE SINGLE-FAMILY RESIDENTIAL SUBDIVISION, OUT OF THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412 AND THE BURLESON WARREN SURVEY, ABSTRACT NO. 667, WILLIAMSON COUNTY, TEXAS

0' 100' 200'
SCALE 1"=100'





OWNER: SHELLEY LEDYARD, PRESIDENT
JHJ–BELTORRE DEVELOPMENT, INC
4407 SOUTH IH–35, SUITE 203
(512) 271–3857
GEORGETOWN,TEXAS 78626–7622
ShelleyL@grandendeavorhomes.com

SURVEYOR: HAYNIE CONSULTING, INC
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
(512) 837–2446
EMAIL: wjohnson@haynieconsulting.com
TBPE FIRM NO. F–002411

ENGINEER: HAYNIE CONSULTING, INC
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
(512) 837–2446
EMAIL: thaynie@haynieconsulting.com
TBPE FIRM NO. F–002411


SUBMITTAL DATE: 5 JANUARY 2024

PATENT SURVEY: BURLESON WARREN SURVEY, ABSTRACT 667
THEOPHILUS W. MEDCALF SURVEY, ABSTRACT 412

ACREAGE: 29.993 ACRES

NUMBER OF LOTS: 25

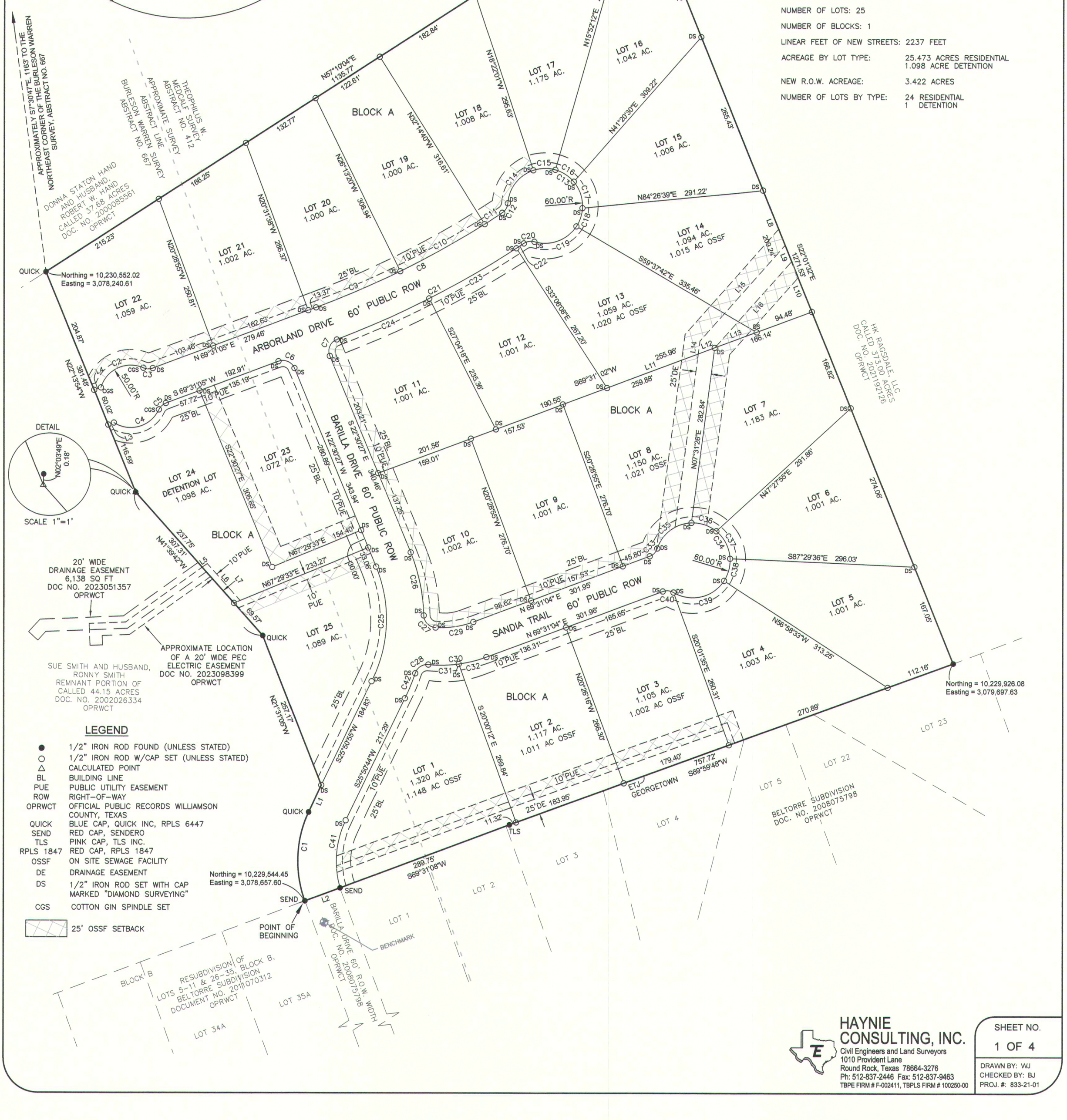
NUMBER OF BLOCKS: 1

LINEAR FEET OF NEW STREETS: 2237 FEET

ACREAGE BY LOT TYPE: 25.473 ACRES RESIDENTIAL
1.098 ACRE DETENTION

NEW R.O.W. ACREAGE: 3.422 ACRES

NUMBER OF LOTS BY TYPE: 24 RESIDENTIAL
1 DETENTION




## LEGEND

| | |
|---|---|
| ● | 1/2" IRON ROD FOUND (UNLESS STATED) |
| ○ | 1/2" IRON ROD W/CAP SET (UNLESS STATED) |
| △ | CALCULATED POINT |
| BL | BUILDING LINE |
| PUE | PUBLIC UTILITY EASEMENT |
| ROW | RIGHT–OF–WAY |
| OPRWCT | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| QUICK | BLUE CAP, QUICK INC, RPLS 6447 |
| SEND | RED CAP, SENDERO |
| TLS | PINK CAP, TLS INC. |
| RPLS 1847 | RED CAP, RPLS 1847 |
| OSSF | ON SITE SEWAGE FACILITY |
| DE | DRAINAGE EASEMENT |
| DS | 1/2" IRON ROD SET WITH CAP MARKED "DIAMOND SURVEYING" |
| CGS | COTTON GIN SPINDLE SET |
| | 25' OSSF SETBACK |


HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00


SHEET NO. 1 OF 4

DRAWN BY: WJ
CHECKED BY: BJ
PROJ. #: 833-21-01

PLOTTED BY: Bill Johnson
PLOT TIME: Feb 17, 2024 - 11:42am
DRAWING: X:\833 Nick McIntyre\Beltorre II\Submittals\Final Plat Submittal 5\833-21-01-FINAL PLAT-GRID.dwg

# FINAL PLAT OF
# VILLA TORRE

A 29.993 ACRE SINGLE-FAMILY RESIDENTIAL SUBDIVISION,
OUT OF THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412 AND THE
BURLESON WARREN SURVEY, ABSTRACT NO. 667, WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

BEING A 29.993 ACRE TRACT OF LAND OUT OF THE BURLESON WARREN SURVEY, ABSTRACT NO. 667, AND OUT OF THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 29.986 ACRE TRACT OF LAND CONVEYED TO JHJ–BELTORRE LAND HOLDINGS, INC BY DEED RECORDED IN DOCUMENT NO. 2023057245 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 29.993 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH RED CAP LABELED "SENDERO", BEING AT THE NORTHWEST TERMINUS OF BARILLLA DRIVE, "BELTORRE SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2008075798 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING AT THE NORTHEAST CORNER OF LOT 35A, RE–SUBDIVISION OF LOTS 5–11 AND 26–35, BLOCK B, "BELTORRE SUBDIVISION" ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2011070312 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING ON THE SOUTH LINE OF A REMNANT PORTION OF A CALLED 44.15 ACRE TRACT OF LAND CONVEYED TO SUE SMITH AND HUSBAND, RONNY SMITH BY DEED RECORDED IN DOCUMENT NO. 2002026334 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING AT THE SOUTHWEST CORNER OF SAID CALLED 29.986 ACRE TRACT, AND BEING AT THE BEGINNING OF A CURVE TO THE RIGHT FOR THE POINT OF BEGINNING HEREOF;

THENCE ACROSS SAID CALLED 44.15 ACRE TRACT AND ALONG THE WEST LINE OF SAID CALLED 29.986 ACRE TRACT FOR THE WEST LINE HEREOF, THE FOLLOWING FIVE COURSES:

1. NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 146.15 FEET, HAVING A RADIUS OF 184.66 FEET, A CENTRAL ANGLE OF 45°20'52" AND A CHORD WHICH BEARS N02°18'36"E A DISTANCE OF 142.37 FEET TO A 1/2" IRON ROD FOUND WITH A BLUE CAP LABELED "QUICK INC RPLS 6447";
2. N24°59'55"E, A DISTANCE OF 47.85 FEET TO A 1/2" IRON ROD SET;
3. N21°31'05"W A DISTANCE OF 257.17 FEET TO A 1/2" IRON ROD FOUND WITH A BLUE CAP LABELED "QUICK INC RPLS 6447";
4. N41°39'42"W A DISTANCE OF 307.31 FEET TO A CALCULATED POINT, FROM WHICH A 1/2" IRON ROD FOUND WITH A BLUE CAP LABELED "QUICK INC RPLS 6447" BEARS N02°03'49"E, A DISTANCE OF 0.18 FEET;
5. N22°13'54"W A DISTANCE OF 381.48 FEET TO A 1/2" IRON ROD FOUND WITH A BLUE CAP LABELED "QUICK INC RPLS 6447" AT THE NORTHWEST CORNER OF SAID CALLED 29.986 ACRE TRACT, BEING ON THE NORTH LINE OF SAID CALLED 44.15 ACRE TRACT, AND ON THE SOUTH LINE OF A CALLED 37.68 ACRE TRACT OF LAND CONVEYED TO DONNA STATON HAND AND HUSBAND, ROBERT W. HAND BY DEED RECORDED IN DOCUMENT NO.2000085561 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHWEST CORNER HEREOF;

THENCE ALONG THE SOUTH LINE OF SAID CALLLED 37.68 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID CALLED 29.986 ACRE TRACT AND THE NORTH LINE HEREOF, N57°10'04"E, A DISTANCE OF 1,135.77 FEET TO A 1/2" IRON ROD FOUND WITH A RED CAP LABELED "RPLS 1847" AT THE NORTHEAST CORNER OF SAID CALLED 29.986 ACRE TRACT, SAME BEING AT THE SOUTHEAST CORNER OF SAID CALLED 37.68 ACRE TRACT, AND BEING ON THE WEST LINE OF A CALLED 373.00 ACRE TRACT OF LAND CONVEYED TO HK RAGSDALE LLC, BY DEED RECORDED IN DOCUMENT NO. 2021192126 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER HEREOF;

THENCE ALONG THE EAST LINE OF SAID CALLED 29.986 ACRE TRACT, SAME BEING THE EAST LINE HEREOF, SAME BEING THE WEST LINE OF SAID CALLED 73.00 ACRE TRACT THE FOLLOWING TWO COURSE:

1. S22°17'11"E A DISTANCE OF 68.09 FEET TO A 1/2" IRON FOUND;
2. S22°01'32"E A DISTANCE OF 1,271.53 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID CALLED 29.986 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID CALLED 373.00 ACRE TRACT, AND BEING ON THE NORTH LINE OF SAID "BELTORRE SUBDIVISION" FOR THE SOUTHEAST CORNER HEREOF;

THENCE ALONG THE SOUTH LINE OF SAID CALLED 29.986 ACRE TRACT, SAME BEING THE SOUTH LINE HEREOF, SAME BEING THE NORTH LINE OF SAID "BELTORRE SUBDIVISION" THE FOLLOWING THREE COURSES:

1. S69°59'48"W A DISTANCE OF 757.72 FEET TO A 1/2" IRON ROD FOUND WITH A PINK CAP LABELED "TLS INC";
2. S69°31'08"W A DISTANCE OF 289.75 FEET TO A 1/2" IRON ROD FOUND WITH A RED CAP LABELED "SENDERO";
3. S69°35'39"W A DISTANCE OF 60.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.993 ACRES, MORE OR LESS.

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE NO. | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD LENGTH |
| C1 | 146.15' | 184.66' | 045°20'52" | S02°18'36"W | 142.37' |
| C2 | 85.13' | 50.00' | 097°33'24" | S65°09'36"W | 75.22' |
| C3 | 15.51' | 20.00' | 044°25'13" | S88°16'19"E | 15.12' |
| C4 | 85.13' | 50.00' | 097°33'24" | N73°52'33"E | 75.22' |
| C5 | 15.51' | 20.00' | 044°25'13" | S47°18'28"W | 15.12' |
| C6 | 30.71' | 20.00' | 087°58'29" | N66°29'41"W | 27.78' |
| C7 | 31.95' | 20.00' | 091°31'33" | S23°15'20"W | 28.66' |
| C8 | 335.92' | 1469.79' | 013°05'42" | N62°58'13"E | 335.19' |
| C9 | 147.25' | 1469.79' | 005°44'24" | N66°38'52"E | 147.19' |
| C10 | 155.30' | 1469.79' | 006°03'14" | N60°45'03"E | 155.22' |
| C11 | 33.38' | 1469.79' | 001°18'04" | N57°04'24"E | 33.38' |
| C12 | 18.34' | 20.00' | 052°32'41" | N30°09'02"E | 17.71' |
| C13 | 295.95' | 60.00' | 282°36'56" | N34°48'51"W | 75.02' |
| C14 | 70.95' | 60.00' | 067°45'20" | S37°45'22"W | 66.89' |
| C15 | 35.95' | 60.00' | 034°20'02" | S88°48'03"W | 35.42' |
| C16 | 35.61' | 60.00' | 034°00'30" | N57°01'41"W | 35.09' |
| C17 | 45.43' | 60.00' | 043°22'43" | N18°20'05"W | 44.35' |
| C18 | 31.12' | 60.00' | 029°42'49" | N18°12'41"E | 30.77' |
| C19 | 76.89' | 60.00' | 073°25'32" | N69°46'52"E | 71.74' |
| C20 | 17.51' | 20.00' | 050°09'03" | S81°25'06"W | 16.95' |
| C21 | 338.43' | 1529.79' | 012°40'32" | N62°40'51"E | 337.74' |
| C22 | 14.61' | 1529.79' | 000°32'49" | N56°37'00"E | 14.61' |
| C23 | 161.52' | 1529.79' | 006°02'59" | N59°54'53"E | 161.45' |
| C24 | 162.30' | 1529.79' | 006°04'44" | N65°58'45"E | 162.23' |
| C25 | 189.58' | 219.97' | 049°22'48" | N02°10'57"E | 183.77' |
| C26 | 103.71' | 279.97' | 021°13'27" | N11°53'43"W | 103.12' |
| C27 | 29.83' | 20.00' | 085°27'43" | S44°00'51"E | 27.14' |
| C28 | 27.06' | 20.00' | 077°30'56" | S56°42'28"W | 25.04' |
| C29 | 61.86' | 149.98' | 023°37'59" | N81°26'18"E | 61.43' |
| C30 | 94.82' | 209.98' | 025°52'25" | N82°31'44"E | 94.02' |
| C31 | 48.87' | 209.98' | 013°20'00" | N88°47'56"E | 48.76' |
| C32 | 45.96' | 209.98' | 012°32'24" | N75°51'44"E | 45.87' |
| C33 | 17.91' | 20.00' | 051°19'18" | N43°51'25"E | 17.32' |
| C34 | 295.98' | 60.00' | 282°38'08" | N20°29'10"W | 75.00' |
| C35 | 72.87' | 60.00' | 069°35'18" | S52°59'25"W | 68.48' |
| C36 | 43.28' | 60.00' | 041°19'44" | N71°33'04"W | 42.35' |
| C37 | 50.54' | 60.00' | 048°15'46" | N26°45'19"W | 49.06' |
| C38 | 37.34' | 60.00' | 035°39'30" | N15°12'19"E | 36.74' |
| C39 | 91.94' | 60.00' | 087°47'50" | N76°55'59"E | 83.21' |
| C40 | 17.91' | 20.00' | 051°18'51" | N84°49'31"W | 17.32' |
| C41 | 111.11' | 149.91' | 042°27'59" | S04°37'31"W | 108.59' |
| C42 | 43.60' | 279.97' | 008°55'22" | N22°24'41"E | 43.56' |

OWNER'S RESPONSIBILITIES:

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE MAINTENANCE:

MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

UTILITY SERVICE PROVIDERS:

WATER SERVICE IS PROVIDED BY: CITY OF GEORGETOWN WESTERN DISTRICT,
WASTEWATER SERVICE IS PROVIDED BY: ON–SITE SEWAGE FACILITY.

NATURAL DRAINAGE PATTERN/SHEET FLOW SUBDIVISIONS:

THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET
FLOW ACROSS PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATES ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE
DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT–OF–WAY. THIS REQUIREMENT APPLIES TO ALL LOTS.

BEARING BASIS:

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).

ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES.

VERTICAL DATUM:
NAVD–88 (GEOID 2012A)

BENCHMARK DESCRIPTION:
A PK NAIL SET IN CONCRETE RIBBON CURB ON THE WEST SIDE OF BARILLA LANE, AND APPROXIMATELY 275 FEET NORTH OF THE NORTHWEST INTERSECTION OF BARILLA DRIVE AND MARBELLA WAY.

ELEVATION: 898.98'
SURFACE COORDINATES:
N:10230976.70
E:3079140.23
GRID COORDINATES:
N:10229499.04
E:3078695.51

| LINE TABLE | | |
|---|---|---|
| LINE NO. | BEARING | LENGTH |
| L1 | N24°59'55"E | 47.85' |
| L2 | S69°35'39"W | 60.37' |
| L3 | S69°31'05"W | 9.70' |
| L4 | N69°31'05"E | 11.53' |
| L5 | S54°24'51"W | 10.06' |
| L6 | N41°39'42"W | 79.30' |
| L7 | S41°39'42"E | 76.90' |
| L8 | S22°01'32"E | 94.33' |
| L9 | S22°01'32"E | 27.92' |
| L10 | S22°01'32"E | 86.99' |
| L11 | S69°31'02"W | 155.99' |
| L12 | S69°31'02"W | 28.32' |
| L13 | S69°31'02"W | 71.66' |
| L14 | N07°31'26"E | 20.95' |
| L15 | N41°33'11"E | 205.52' |
| L16 | N41°33'11"E | 185.45' |

NEW STREET TABLE:

| STREET NAME | CLASSIFICATION | DESIGN SPEED | LENGTH | R.O.W. | DEDICATED | PAVEMENT |
|---|---|---|---|---|---|---|
| BARILLA DRIVE | RURAL LOCAL | 25 MPH | 962' | 60' | PUBLIC | 26' |
| SANDIA TRAIL | RURAL LOCAL | 25 MPH | 490' | 60' | PUBLIC | 26' |
| ARBORLAND DRIVE | RURAL LOCAL | 25 MPH | 785' | 60' | PUBLIC | 26' |
| TOTAL | | | 2237' | | | |

ADT = 24 LOTS X 10 TRIPS/DAY/LOT = 240 TRIPS/DAY

| DRIVEWAY CULVERT TABLE | |
|---|---|
| LOT NUMBERS | CULVERT SIZE (OR EQUIVALENT) |
| 8 | 24" |
| 9 | 24" |
| 10 | 24" |
| 17 | 18" |
| 18 | 18" |
| 19 | 24" |
| 20 | 24" |
| 21 | 24" |

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00



DRAWN BY: WJ
CHECKED BY: BJ
PROJ. #: 833-21-01

PLOTTED BY: Bill Johnson
PLOT TIME: Feb 17, 2024 - 11:26am
DRAWING: X:\833 Nick McIntyre\Beltorre II\Submittals\Final Plat Submittal 5\833-21-01-FINAL PLAT-GRID.dwg

# FINAL PLAT OF
# VILLA TORRE

## A 29.993 ACRE SINGLE-FAMILY RESIDENTIAL SUBDIVISION, OUT OF THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412 AND THE BURLESON WARREN SURVEY, ABSTRACT NO. 667, WILLIAMSON COUNTY, TEXAS

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

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CONFIRM THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CONFIRM THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE EVIDENCE FOUND ON THE GROUND AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

William L Johnson — 17 FEB 2024

WILLIAM L. JOHNSON — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5425 – STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664

STATE OF TEXAS
REGISTERED
WILLIAM L. JOHNSON
5425
PROFESSIONAL
LAND SURVEYOR

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

I, TIMOTHY E. HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED WITHIN ZONE 'A' OF THE DESIGNATED 100–YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE 100–YEAR FLOOD ZONE AREA SHOWN ON THIS PLAT WAS DETERMINED BY DRAINAGE STUDY NO. 833–21–01–DRN. DOC, PREPARED BY HCI, INC ON 09 APRIL 2021. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100–YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE NATURAL DRAINAGE OF THIS PLAT AND THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

Timothy E Haynie — 17 FEB 2024

TIMOTHY E. HAYNIE — DATE
LICENSED PROFESSIONAL ENGINEER
No. 91819 – STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664

STATE OF TEXAS
TIM HAYNIE
91819
LICENSED
PROFESSIONAL ENGINEER

PLAT NOTES

1. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
2. A SEVEN AND A HALF FOOT (7.5') P.U.E. ABUTTING ALL LOT SIDE AND REAR LOT LINES IS HEREBY DEDICATED EXCEPT WHERE A TEN FOOT (10') P.U.E. SHALL ABUT THE NORTH LINE OF A 25' WIDE DRAINAGE EASEMENT OF LOT 1, LOT 2 AND LOT 3, BLOCK A IS HEREBY DEDICATED.
3. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY ENGINEER'S OFFICE PRIOR TO CONSTRUCTION.
4. NO STRUCTURE OF LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
5. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
6. ALL LOTS OF THIS SUBDIVISION MAY NOT BE FURTHER SUBDIVIDED.
7. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
8. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
9. ANY IMPROVEMENTS PROPOSED WITHIN THE RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO, IRRIGATION LANDSCAPING, SIDEWALKS, SUBDIVISION IDENTIFICATION SIGNS, ETC. SHALL BE MAINTAINED IN ACCORDANCE WITH AN EXECUTED LICENSE AGREEMENT BETWEEN THE COUNTY AND THE OWNER.
10. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT–OF–WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
11. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
12. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT–OF–WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
13. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
14. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
15. THIS SUBDIVISION IS SUBJECT TO STORM–WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
16. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100–YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008 WILLIAMSON COUNTY, TEXAS. THE 100–YEAR FLOOD ZONE AREA SHOWN ON THIS PLAT WAS DETERMINED BY DRAINAGE STUDY NO. 833–21–01–DRN. DOC, PREPARED BY HCI, INC ON 09 APRIL 2021. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100–YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE NATURAL DRAINAGE OF THIS PLAT.
17. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
18. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

WILLIAMSON COUNTY ONSITE SEWAGE FACILITIES (OSSF) NOTES:

1. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
2. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
3. ALL RESIDENTIAL LOTS ARE 1 ACRE OR GREATER IN SIZE.
4. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN WESTERN DISTRICT.
5. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON–SITE SEWAGE FACILITIES.
6. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS SHOWN HEREON AND AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY WILLIAMSON COUNTY.
7. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLUTION ABATEMENT PLAN (WPAP) IS NOT REQUIRED.

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00



DRAWN BY: WJ
CHECKED BY: BJ
PROJ. #: 833-21-01

PLOTTED BY: Bill Johnson
PLOT TIME: Feb 17, 2024 - 12:09pm
DRAWING: X:\833 Nick McIntyre\Beltorre II\Submittals\Final Plat Submittal 5\833-21-01-FINAL PLAT-GRID.dwg

# FINAL PLAT OF
# VILLA TORRE

## A 29.993 ACRE SINGLE-FAMILY RESIDENTIAL SUBDIVISION, OUT OF THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412 AND THE BURLESON WARREN SURVEY, ABSTRACT NO. 667, WILLIAMSON COUNTY, TEXAS

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

I, SHELLEY LEDYARD, PRESIDENT, JHJ–BELTORRE DEVELOPMENT, INC, AS OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2023057245 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS–OF–WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS "VILLA TORRE".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF February, 2024 AD.

Shelley Ledyard

SHELLEY LEDYARD, PRESIDENT,
JHJ–BELTORRE DEVELOPMENT, INC
4407 SOUTH IH–35, SUITE 203
GEORGETOWN, TEXAS 78626–7622

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 19 DAY OF February, 2024 AD,
BY SHELLEY LEDYARD, PRESIDENT, AUTHORIZED SIGNER FOR JHJ–BELTORRE DEVELOPMENT, INC.

Bri

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Brianna McCalla

MY COMMISSION EXPIRES: 05/25/2026

BRIANNA BRITTANY MCCALLA
Notary Public, State of Texas
Comm. Expires 05-25-2026
Notary ID 133781031

STATE OF TEXAS {
COUNTY OF WILLIAMSON {
KNOW ALL MEN BY THESE PRESENTS

I, SHELLEY LEDYARD, SOLE MANAGER, JHJ–BELTORRE LAND HOLDINGS, LLC, LIEN HOLDER OF THE CERTAIN 29.993 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2023057247, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND COVENANT TO ALL RESTRICTIONS LISTED HEREIN,AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS,RIGHTS–OF–WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "VILLA TORRE".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF February, 2024.

Shelley Ledyard, Manager

SHELLEY LEDYARD, SOLE MANAGER,
JHJ–BELTORRE LAND HOLDINGS, LLC
GEORGETOWN, TEXAS, 78626

STATE OF TEXAS {
COUNTY OF WILLIAMSON {
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SHELLEY LEDYARD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 DAY OF February, 2024.

Bri

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 05/25/2026

BRIANNA BRITTANY MCCALLA
Notary Public, State of Texas
Comm. Expires 05-25-2026
Notary ID 133781031

WILLIAMSON COUNTY ON–SITE SEWAGE FACILITIES (OSSF) APPROVAL

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

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON–SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Adam D. Boatright 02/21/2024

ADAM D BOATRIGHT, P.E. DATE
WILLIAMSON COUNTY ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS
THE 20 DAY OF February 2024 A.D.

Cindy Bridges

PRINTED NAME: Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS {
COUNTY OF WILLIAMSON {
KNOW ALL MEN BY THESE PRESENTS

I, SHELLEY LEDYARD, CO–TRUSTEE, JAMES H. JACOBS 2002 TRUST, LIEN HOLDER OF THE CERTAIN 29.993 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2023057246, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF SAID TRACT AS SHOWN HEREON, AND DO FURTHER HEREBY JOIN, APPROVE AND COVENANT TO ALL RESTRICTIONS LISTED HEREIN,AND DO HEREBY DEDICATE TO THE CITY OF GEORGETOWN THE STREETS, ALLEYS,RIGHTS–OF–WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF GEORGETOWN MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS "VILLA TORRE".

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 19 DAY OF February, 2024.

Shelley Ledyard, Co-Trustee

SHELLEY LEDYARD CO–TRUSTEE,
JAMES H. JACOBS 2002 TRUST
4407 IH–35 S., SUITE 203
GEORGETOWN, TEXAS, 78626

STATE OF TEXAS {
COUNTY OF WILLIAMSON {
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED SHELLEY LEDYARD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 19 DAY OF February, 2024.

Bri

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 05/25/2026

BRIANNA BRITTANY MCCALLA
Notary Public, State of Texas
Comm. Expires 05-25-2026
Notary ID 133781031

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

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

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

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

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

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

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

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00



DRAWN BY: WJ
CHECKED BY: BJ
PROJ. #: 833-21-01

PLOTTED BY: Bill Johnson
PLOT TIME: Feb 17, 2024 - 11:58am
DRAWING: X:\833 Nick McIntyre\Beltorre IIISubmittals\Final Plat Submittal 5\833-21-01-FINAL PLAT-GRID.dwg

**Commissioners Court - Regular Session** **40.**

**Meeting Date:** 02/27/2024

Government Communicators Day

**Submitted By:** Connie Odom, Public Information Office

**Department:** Public Information Office

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a resolution acknowledging February 24, 2024, as Government Communicators Day in recognition of the Public Affairs staff and all government communicators who work to inform, educate and engage their communities.

**Background**

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**Fiscal Impact**

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

**Attachments**

Resolution for Government Communicators Day

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/16/2024 01:54 PM |
| Form Started By: Connie Odom | | Started On: 02/16/2024 08:49 AM |
| Final Approval Date: 02/16/2024 | | |

*State of Texas*

*County of Williamson*

*Know all men by these presents:*

**THAT ON THIS**, the 27th day of February 2024, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

**RESOLUTION**

**WHEREAS**, the role of government communications professions is to inform, educate and engage their communities; and

**WHEREAS**, since June 2004, Williamson County has employed county government communicators in order to create trust and inspire residents to take action and be involved; and

**WHEREAS**, government communicators work behind the scenes to keep the public informed, create relationships and calls to action, build awareness and understanding through storytelling, and use all channels to communicate with the public; and

**WHEREAS**, Williamson County Public Affairs is on call 24/7 to respond to emergencies in order to get information out quickly to the media and affected residents so they can make the right decisions for their health and safety; and

**WHEREAS**, Williamson County Public Affairs produces three e-newsletters, writes media releases, posts on several social media platforms, produces videos, sends internal communications, takes photos, creates flyers and graphics, constructs reports and presentations, maintains the website, coordinates special events including groundbreakings and ribbon cuttings, hosts press conferences, conducts media interviews; and

**WHEREAS**, Williamson County's Strategic Plan identifies communication as a key goal to build stronger relationships internally and externally; and

**WHEREAS**, Williamson County is proud and has deep gratitude and recognition for government communicators' professionalism, dedication, hard work, commitment, enthusiasm and sacrifice;

**NOW, THEREFORE, BE IT RESOLVED THAT** I, County Judge Bill Gravell, Jr. do hereby proclaim February 24, 2024 as **GOVERNMENT COMMUNICATORS DAY** in Williamson County and encourage all residents to stay informed and sign up for our e-newsletters, read press releases, view videos, find us on social media, visit our website, www.wilcotx.gov and to sign up for emergency alerts at www.warncentraltexas.org.

**RESOLVED THIS 27th DAY OF FEBRUARY, 2024**

**Attest**:_____

**Nancy E. Rister**
Williamson County Clerk

_____

**Bill Gravell, Jr.**
Williamson County Judge

**Commissioners Court - Regular Session** **41.**

**Meeting Date:** 02/27/2024

Amplify Wilco Days Proclamation 2024

**Submitted For:** Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

**Department:** Commissioner Pct. #1

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on a proclamation declaring March 6 and 7, 2024 as Amplify Wilco Days.

### Background

## Fiscal Impact

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

## Attachments

Amplify Wilco Days Proclamation

Amplify Wilco Participating Nonprofits

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/16/2024 08:44 AM |
| Form Started By: Garry Brown | | Started On: 02/15/2024 02:53 PM |
| Final Approval Date: 02/16/2024 | | |

# PROCLAMATION

**WHEREAS,** the spirit of community engagement and philanthropy is a cherished value in Williamson County; and

**WHEREAS,** Amplify Wilco Day, a large giving event in Central Texas, marking the first time as a stand-alone event, is emerging as a powerful platform for local nonprofits to connect with donors and amplify their impact in the community through a 24-hour online giving event; and

**WHEREAS,** the citizens of Williamson County recognize the importance of supporting organizations that diligently address the diverse needs of our community, spanning education, health, the arts, and the environment; and

**WHEREAS,** Amplify Wilco Day unites businesses, individuals, and organizations to create a collective force for positive change, fostering a culture of giving and making a lasting difference in the lives of our fellow residents; and

**WHEREAS,** Williamson County welcomes Amplify Wilco Day in joining our county's already successful base of community assistance and expanding that work, by encouraging residents to support the causes that matter most to them and contribute to the vibrancy and well-being of our county;

**NOW THEREFORE BE IT RESOLVED,** that the Williamson County Commissioners Court hereby proclaims March 6-7, 2024, as "Amplify Wilco Days" in our county, and call upon all residents to embrace the spirit of giving, amplifying the impact of our local nonprofits, and showcasing the generosity and compassion that define Williamson County.

Passed by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court Members

# Participating Williamson County Nonprofits

- All Things Wild Rehabilitation
- Annunciation Maternity Home
- Art Beat Foundation
- Assistance League of Georgetown Area
- Austin Brass Collective
- Austin Dog Alliance
- Ay Chihuahua Rescue
- Big Pink Bus
- Bluebonnet Equine Humane Society
- Blue Moon Equine Rescue and Sanctuary, Inc.
- Brookwood in Georgetown (BiG)
- Candlelight Ranch
- Central Texas Feline Rescue
- Central Texas SPCA
- Dr. James Polk Academy of Arts & Technology
- Dream a Dream Therapeutic Horsemanship
- Drive a Senior Northwest
- Faith in Action Georgetown
- FANS of WCRAS
- Ferallife Guards
- Final Frontier Rescue Project
- Friends of the Round Rock Public Library
- German Shepherd Rescue Central Texas
- H.E.L.P.
- Hill Country Bible Church Austin
- Hill Country Community Ministries
- Holly's Heart
- Hope Alliance
- Hope House
- Ladders for Leaders
- Leander ISD Educational Excellence Foundation
- Lifelong Learners GTX

- Lil Paws Maltese Rescue
- Living Grace Canine Ranch
- Lone Star Circle of Care
- Meals on Wheels of Williamson & Burnet Counties
- MoonShine Wildlife Rehabilitation
- Open My World Therapeutic Riding Center
- Operation Liberty Hill
- Partners4People
- Project Transformation Rio Texas
- RecognizeGood
- Reset Mentoring
- Reveal Resource Center
- ROCK, Ride On Center for Kids
- Rockin' City Rebels Junior Roller Derby
- Round Rock Area Serving Center
- Sam's Adventure Camp
- Senior Access
- Shadow Cats
- Simple Sparrow
- SongwritingWith:Soldiers
- Street Cat Rescue
- Taylor Pride
- Texas Humane Heroes
- The Caring Place
- The Emerson Foundation
- The Sandbox at Madeline's Place
- Upbring
- Veterans Suicide Prevention Channel & AVAFEST
- Wags and Whiskers
- Whiskmo Feline Rescue
- Williamson County Children's Advocacy Center
- Yellow House Foundation
- Yesterday's Gone

**Commissioners Court - Regular Session** **42.**

**Meeting Date:** 02/27/2024

hail storm vehicle repairs

**Submitted By:** Shannon Francis, General Counsel

**Department:** General Counsel

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action regarding repairs to County vehicles damaged during the September 24, 2023 hail storm.

### Background

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:45 AM |
| Form Started By: Shannon Francis | | Started On: 02/22/2024 11:43 AM |
| Final Approval Date: 02/22/2024 | | |

**Commissioners Court - Regular Session** **43.**

**Meeting Date:** 02/27/2024

Reimbursement Resolution

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action to approve a Resolution Authorizing the County Judge to Execute Certificates Expressing Official Intent to reimburse costs of projects.

### Background

A reimbursement resolution will be made on all expenditures for the 2023 Road Bond program until the bond issuance in March or April 2024. Once the bonds are issued, the expenditures that we incurred and paid out of the general fund will be reimbursed.

## Fiscal Impact

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

## Attachments

Reimbursement Resolution Feb 27 invoices

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:44 AM |
| Form Started By: Tomika Lynce | | Started On: 02/22/2024 11:39 AM |
| Final Approval Date: 02/22/2024 | | |

## CERTIFICATE FOR RESOLUTION

**THE STATE OF TEXAS** '
'
**COUNTY OF WILLIAMSON** '

We, the undersigned officials of Williamson County, Texas (the "County"), hereby certify as follows:

1. The Commissioners Court of the County convened in REGULAR MEETING ON THE _____ DAY OF _____, 2024, at the designated meeting place (the "Meeting"), and the roll was called of the duly constituted officers and members of the governing body, to wit:

Bill Gravell, County Judge
Terry Cook, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Russ Boles, Commissioner, Precinct 4

and all of said persons were present, except the following absentees: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO ROAD PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION**

was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the Commissioners Court's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioner Court's minutes of the Meeting pertaining to the passage of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting county officials as indicated therein; that each of the elected officials and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of the elected officials and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the

time, place and purpose of the meeting was given, all as required by Chapter 551, Government Code, as amended.

3. The County Judge of the County has approved and hereby approves the Resolution; that the County Judge and the County Clerk of the County have duly signed the Resolution; and that the County Judge and the County Clerk of the County hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED the _____ day of _____, 2024.

_____ _____

County Clerk County Judge

[COUNTY SEAL]

**RESOLUTION NO. _____**

**RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE FOR CERTAIN COSTS RELATED TO ROAD PROJECTS FROM NOVEMBER 7, 2023 BOND ELECTION**

**WHEREAS,** the Commissioners Court of Williamson County, Texas (the "County") expects to pay expenditures in connection with the project described on Exhibit A attached hereto (collectively, the "Project"); and

**WHEREAS,** the County finds, considers and declares that the reimbursement of the County for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

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

Section 1. The County reasonably expects to incur debt, as one or more separate series of various types of obligations, with an approximate aggregate principal amount not to exceed $825,000,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the County in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than three years after the date any expenditure which is to be reimbursed is paid.

# EXHIBIT A

Invoices related to the 2023 Road Bond program to include Williamson County Sun Inc invoices 61883 and 61949. As well as Sheets and Crossfield invoices 60327 and 60361.

**Commissioners Court - Regular Session** **44.**

**Meeting Date:** 02/27/2024

Approval of FINAL Contract Extension #4 with Rifeline LLC for 1812-284 Public Involvement for Infrastructure Projects HNTB/ Road and Bridge Department

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing the extension of Public Involvement for Infrastructure Projects contract RFP1812-284, renewal option period 4 (FINAL), with Rifeline, LLC, for the same pricing but with an amendment to the rate schedule to include three new job titles as listed in Attachment 1. The contract for the term shall be for March 26, 2024 - March 26, 2025, with Rifeline, LLC, in the not-to-exceed amount of $2,000,000.00 and authorize the execution of the agreement.

### Background

This is the fourth and final renewal option for this contract. This would provide public involvement, information and education related to the implementation of Williamson County Infrastructure projects. Funding may be provided from the Road Bond contract, Road Bond Sales as well as other non-Road Bond contract funding from Road and Bridge such as 1.0200.02100.004100. The point of contact is Connie Odom.

## Fiscal Impact

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

## Attachments

Renewal #4 and Original Agreement

1295 Form Rifeline LLC

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 02:11 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:17 PM |
| Form Started By: Kim Chappius | | Started On: 02/20/2024 09:03 AM |
| Final Approval Date: 02/21/2024 | | |

# FOURTH EXTENSION 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

**Firm:** Rifeline, LLC, a Texas Limited Liability Company

**Firm's Mailing Address:**

1608 W 6th Street
Austin, TX 78703

**Agreement Subject of this Extension Agreement:**

Public Involvement Services Agreement being dated effective March 26, 2019, by and between Firm and County (the "Agreement") attached hereto as Exhibit A.

**Agreement to Extend Agreement**

In accordance with Section 3 of the Agreement, Firm and County hereby agree to extend the Agreement until the term ending March 26, 2025 ("Extended Term").

**Agreement to Amend Rate Schedule**

County and Firm hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

**Agreement to Amend Maximum Amount Payable**

County and Firm hereby agree to amend Section 4.3 of the Agreement as follows: The maximum amount payable for the performance of all Services and the reimbursement of all expenses under this Agreement, without written modification, must not exceed $2,000,000.00 ("Not to Exceed Amount"). Any amounts paid or payable will be paid pursuant to a validly issued Work Authorization or Change Requests related thereto. In no event may the aggregate amount of compensation and reimbursement authorized under Work Authorizations and Change Requests exceed the Not to Exceed Amount.

**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 Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term and any extended term thereafter.

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

**FIRM:**

**Rifeline, LLC, a Texas Limited Liability Company**

By: _____

Printed Name: Lynda Rife

Title: President

Date: January 16, 2024

**COUNTY:**

**Williamson County, Texas**

By: _____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

***APPROVED***
***By Christen Eschberger at 9:55 am, Feb 20, 2024***

# Attachment 1

## Rate Schedule for Public Involvement Services

| JOB TITLE | RATE |
|---|---|
| Principal | $242.42 |
| Public Involvement Director | $218.18 |
| Sr. Public Involvement Officer | $193.94 |
| Public Involvement Manager | $169.70 |
| Public Involvement Officer | $145.45 |
| Public Involvement Specialist | $133.33 |
| Designer/Developer | $121.21 |
| Jr. Public Involvement Officer | $90.91 |
| Administrative | $60.61 |

# PUBLIC INVOLVEMENT SERVICES AGREEMENT

**THIS PUBLIC INVOLVEMENT SERVICES AGREEMENT** ("Agreement") between Rifeline, LLC, a limited liability company organized and existing under the laws of the State of Texas, (hereinafter "Firm"), with its principal place of business at 3724 Jefferson St., Unit 114, Austin, TX 78731, and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 100 Wilco Way, Georgetown, TX, 78626, sets forth the terms and conditions pursuant to which Firm will provide certain services.

## 1. Public Involvement Services

1.1 Firm agrees to provide County with public involvement, information, and education services related to the implementation of various County road bond and park bond projects and other County infrastructure projects (the "Services"), as described in the attached Exhibit "A" - Scope of Work. Firm may provide the Services by using Firm personnel or selected independent contractors ("Contractors").

1.2 County will prepare and issue Work Authorizations, in the form identified and attached hereto as Exhibit "B", to authorize the Firm to perform one or more tasks. Each Work Authorization will include a description of the Services to be performed, a description of the tasks, a work schedule or time for completion for the tasks, and a compensation amount agreed upon by the County and Firm. The Work Authorization will not waive the Firm's responsibilities and obligations established in this Agreement. The executed Work Authorization(s) will become part of this Agreement.

1.3 Work included in a Work Authorization must not begin until County and Firm have signed the applicable Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The Firm must promptly notify the County of any event which will affect completion of the Work Authorization, although such notification must not relieve the Firm from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization must be enacted by a written Change Request before additional work may be performed or additional costs incurred. All Change Requests must be executed by both parties within the period specified for completion in the Work Authorization. The Firm must not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Change Request.

## 2. Additional Services and Charges

For the performance of services not specifically described in Exhibit "A" - Scope of Work (sometimes referred to herein as "Additional Services"), County must pay and Firm will receive,

under a negotiated written contract modification, Additional Services compensation based upon the method and rates agreed upon by the parties in the negotiated written contract modification.

Firm will not, however, be compensated for work made necessary by Firm's negligent errors or omissions. In the event of any dispute over the classification of whether services are of the type described in Exhibit "A" - Scope of Work or whether they are Additional Services under this Agreement, the decision of the County will be final and binding on Firm.

It is expressly understood and agreed that Firm must not furnish any Additional Services without the prior written authorization of the County. The County will have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required.

**3. Term and Termination**

3.1 This Agreement will have an initial term of twenty-four (24) months commencing as of the date of the last party's execution hereof unless terminated earlier as set out herein. The County reserves the right to extend this Agreement, by mutual agreement of both parties, as it deems to be in the best interest of the County. Any extension of this Agreement will be in twelve (12) month increments for up to an additional forty-eight (48) months, with the terms and conditions remaining the same. The total period of this Agreement, including all extensions, will not exceed a maximum combined period of seventy-two (72) months.

3.2 County may terminate this Agreement, with or without cause, upon not less than ten (10) calendar day's written notice to the Firm. County must pay Firm for all Services performed prior to termination upon the condition that Firm is not in breach of any of the covenants, terms and/or conditions of this Agreement or applicable Work Authorization as of the effective date of termination.

3.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party must deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party will be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

## 4. Payment, Interest, Compensation and Taxes

4.1 The Services will be charged to County at the hourly rates set forth below not including travel or other reimbursable expenses. County agrees to pay Firm the fees set forth in each applicable Work Authorization. County will reimburse Firm for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved in writing by County prior to being incurred. County shall not be obligated to pay any travel and out-of-pocket expenses that are incurred by Firm for which County did not consent to in advance and in writing.

Semi-monthly during the performance of the services to be provided under this Agreement and applicable Work Authorization(s), Firm shall submit a sworn statement to the County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services which were completed by Firm during such period, the compensation which is due, plus the amounts payable under Section 2 (Additional Services and Charges) which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors or subconsultants for which the Firm seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the Firm certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the statements within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the Firm to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

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

In the event that an error appears in an invoice/application for payment submitted by Firm, County shall notify Firm of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of Firm, Firm shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Firm beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, Firm 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.

4.3 The maximum amount payable for the performance of all Services and the reimbursement of all expenses under this Agreement, without written modification, must not exceed $2,000,000.00 ("Not to Exceed Amount"). Any amounts paid or payable will be paid pursuant to a validly issued Work Authorization or Change Requests related thereto. In no event may the aggregate amount of compensation and reimbursement authorized under Work Authorizations and Change Requests exceed the Not to Exceed Amount.

4.4 The hourly rates shall be as follows:

| | |
|---|---|
| Principal | $200.00 |
| Sr. Public Involvement Officer | $160.00 |
| Public Involvement Officer | $120.00 |
| Designer/Developer | $100.00 |
| Jr. Public Involvement Officer | $ 75.00 |
| Administrative | $ 50.00 |
| Intern | $ 25.00 |

Note 1 : Hourly rates include office overhead, employee salary and benefits, and company profits.

Note 2: Hourly rates are applicable during the entire term of this Agreement.

| Provider Name: Rifeline, LLC | | |
|---|---|---|
| **Other Direct Expenses** | | |
| *Rates shown apply to prime provider and all sub providers* | | |
| | | |
| **Services to be Provided** | **Unit** | **Cost** |
| Mileage | mile | Current state rate |
| Standard Postage | letter | Current postal rate |
| Certified Letter Return Receipt | each | Current postal rate |
| Photocopies BW (8.5 x 11) | each | $0.10 |
| Photocopies Color (8.5 x 11) | each | $0.75 |
| Photocopies BW (11 x 17) | each | $0.20 |
| Photocopies Color (11 x 17) | each | $1.00 |
| Color Graphics on Foam Board | square foot | $10.00 |
| Newspaper Advertisement | per publication | $3,000.00 |
| Court Reporter | day | $500.00 |
| Written Translation Services | word | $0.20 |
| Custodian for Public Involvement | hour/custodian | $35.00 |
| Public Involvement Facility Rental | event | $1,000.00 |
| Public Notices - Mass Mailing (500 pieces) | per mailing | $500.00 |
| Public Notices - Mass Mailing with Self Addressed Return Envelope (500 pieces) | per mailing | $750.00 |
| Brochure Printing | each | $2.00 |
| Postcard Printing | each | $0.75 |
| Meeting Signage | per unit | $50.00 |
| Public Involvement Graphic Art | each | $500.00 |
| Video for Public Involvement | each | $2,000.00 |
| Banners | each | $500.00 |
| Promotional Items | each | $3.00 |
| Thumb Drive | each | $5.00 |

4.5 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Firm with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

## 5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Firm to County under this Agreement will remain Firm's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Firm's request. Except as otherwise required by law, County may not disclose, without Firm's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Firm will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Firm may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

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

## 6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

## 7. Indemnification

FIRM AGREES TO **INDEMNIFY, DEFEND AND HOLD HARMLESS** COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT BY FIRM OR FIRM'S CONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES. COUNTY SHALL NOT BE LIABLE FOR DAMAGES TO FIRM ARISING FROM ANY ACT OF ANY THIRD PARTY. FIRM FURTHER AGREES TO **INDEMNIFY, DEFEND AND SAVE HARMLESS** COUNTY FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF FIRM, OR FIRM'S CONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE OCCURRING ON COUNTY'S PREMISES.

THE LIMITS OF INSU RANCE REQU IRED IN THIS AGREEMENT AND/OR AGREEMENT EXHIBITS SHALL NOT LIMIT TH E FIRM'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR AGREEMENT EXHIBITS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM THE FIRM IS NOT LEGALLY LIABLE, THE FIRM'S OBLIGATIONS SHALL BE REDUCED IN PROPORTION TO THE COUNTY'S FAU LT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEN D TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIIS IN DEMNITY OBLIGATION.

**8. Change Requests**

County or Firm may request changes to the Services to be performed under an applicable Work Authorization by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule or changes to key final decisions, or, any extra work by Firm necessitated by County not meeting its obligations or preventing Firm from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall

control.

**9. Dispute Resolution/Mediation**

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys' fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.
The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

**10. Insurance Requirements**

Firm shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in Exhibit "C" - Insurance Requirements, and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. The insurance required under this provision shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement(s) issued to County, as required in Exhibit "C".

Firm shall require that any and all other contractors and/or consultants engaged or employed by Firm carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. Firm shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the Firm's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least ten (10) calendar days prior to any cancellation, non-renewal or material modification of the policies.

## 11. General

11.1 Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

11.2 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

11.3 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.4 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.

11.5 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

11.6 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

11.7 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, 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.

11.8 County's Right to Audit. Firm agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Firm which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Firm agrees that County shall have access during normal working hours to all necessary Firm facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Firm reasonable advance notice of intended audits.

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

11.10 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of a Work Authorization issued under this agreement, the terms and conditions of this Agreement shall control.

11.11 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.12 Entire Agreement. This Agreement (including any Work Authorization attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

RIFELINE, LLC

BY: _____

NAME: Lynda Rife

TITLE: President

DATE: March 13, 2019

WILLIAMSON COUNTY, TEXAS

BY: _____

Bill Gravell, Jr.
Williamson County Judge

DATE: March 26, 2019

# EXHIBIT "A"
# SCOPE OF WORK

The following describes the Services that shall be provided and accomplished by Firm pursuant to the terms and conditions of the Agreement:

* Maintain project-specific stakeholder contact database, including but not limited to:
  - Businesses
  - Chambers of Commerce and economic development groups
  - Residents and/or neighborhood associations
  - MUD's
  - Schools
  - Hospitals
  - City or other governmental entity Staff
  - Others as determined appropriate

* Coordinate with the project team regarding project development and construction management, and stakeholder notification needs.

* Prepare and distribute regular project updates to stakeholder contact databases.

* Prepare and distribute project-specific stakeholder information packets in-person, electronically and/or by the U.S. Postal Service mail. Information packets would include but not limited to:
  - Fact sheets
  - FAQ's Mapping exhibits (aerial, where available)
  - Project typical sections

* Provide project update and stakeholder information packet information for inclusion into existing organization newsletters and member communications.

* Develop, in cooperation with County's Public Affairs Manager, project specific website pages to be posted to the County's website, road bond website or specific project site.

* Develop and monitor telephone hotline and email-based project information systems or respond to questions or requests from these sources.

* Develop and make presentation to various organizations (e.g., HOA's, PTA's, etc.) as directed by project team.

* Prepare and conduct public meetings and open houses.

* Prepare and conduct public hearings.

# EXHIBIT "B"

**Work Authorization No._____(TEMPLATE)**

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and, Rifeline, LLC ("Firm") on _____ _____, 2019 (the "Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**

   Firm shall provide the following Services to County:

   _____
   _____
   _____
   _____

2. **County's Responsibilities (if applicable):**

   County shall provide the following:

   _____
   _____
   _____
   _____

3. **Compensation Specific to this WA:**

   The maximum amount of compensation payable for Services under this WA without modification is $ _____.

4. **Expenses Specific to this WA (if applicable):**

   The County will pay the Firm up to a maximum amount of $ _____ for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**

   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA:**

   The Services to be performed under this WA shall be completed on or before _____ _____, 2019

7. **Incorporation by Reference; Conflicting Terms and Conditions:**

   All terms and conditions of the Agreement are hereby incorporated herein by reference as

though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific terms or condition of the Agreement.

**WITNESS WHEREOF** each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date which this WA is last signed below.

RIFELINE, LLC

BY: _____

NAME: Lynda Rife

TITLE: President

DATE: _____, 2019

WILLIAMSON COUNTY, TEXAS

BY: _____

Bill Gravell, Jr.
Williamson County Judge

DATE: _____, 2019

# EXHIBIT "C"

# INSURANCE REQUIREMENTS

During the term of the Agreement, Firm agrees to provide and maintain the following insurance:

A. Worker's Compensation in accordance with statutory requirements.

B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s).

C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate. Firm shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

D. Errors and Omissions Insurance in the amount of $1,000,000.00 per claim.

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

Firm shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by County. Firm shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Firm hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Firm shall furnish County with a certification of coverage issued by the insurer. Firm shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSU RANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER. WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

It is the intention of the County and agreed to and hereby acknowledged by the Firm, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Agreement and/or Exhibits which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1125369

**Date Filed:**
02/19/2024

**Date Acknowledged:**
02/20/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Rifeline, LLC
Austin, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
1812-284
Public Involvement

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

Lynda Rife

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

**Commissioners Court - Regular Session** **45.**

**Meeting Date:** 02/27/2024

Award of RFP #23RFP97 Preservation, Imaging, and Indexing of District Clerk Files to Kofile Technologies, Inc. for District Clerk's Office

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #23RFP97 for the Preservation, Imaging, and Indexing of District Clerk Files to Kofile Technologies, Inc. for an amount not to exceed $3,000,000.00, and authorizing the execution of the agreement.

### Background

The Purchasing Department solicited proposals for RFP #23RFP97, for the Preservation, Imaging, and Indexing of District Clerk Files. Two thousand seven hundred sixty-five (2765) suppliers were invited to bid, of which twenty-five (25) suppliers viewed the bid documents and one (1) supplier responded. Staff is recommending to the Williamson County Commissioners Court that Kofile Technologies, Inc. receive this award, for an amount not to exceed $3,000,000.00. All work will be completed within two years of the start date. Funding sources are 01.0386.0386.004550, 01.0387.0387.004550, 01.0388.0388.004550, and 01.0390.0390.004550. Budget for FY24 is $2,201.000.00. The remaining monies will be proposed in the FY 25 budget. The department point of contact is Lisa David.

## Fiscal Impact

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

## Attachments

Kofile Recommendation Letter

Kofile Agreement

23RFP97 Scoring Summary

Form 1295 Kofile

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 01:43 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:04 PM |
| Form Started By: Misty Brooks | | Started On: 02/06/2024 09:14 AM |
| Final Approval Date: 02/21/2024 | | |

WILLIAMSON COUNTY
1848

**Lisa David**
DISTRICT CLERK

P.O. Box 24, Georgetown, Texas 78627
512.943.1212 Fax 512.943.1222

February 6, 2024

Ms. Joy Simonton
Director/Purchasing Agent
100 Wilco Way, Suite P101
Georgetown, Texas 78626

RE: 23RFP97 Preservation, Imaging, and Indexing Services for District Clerk Files

Dear Joy:

After receiving and reviewing the proposal from Kofile based out of Dallas, Texas, for the preservation of District Clerk records, the evaluation committee recommends that the Williamson County Commissioner's Court award the project to Kofile Technologies, Inc.

Please do not hesitate to contact me with any additional questions or concerns regarding this process or recommendation.

Sincerely,

Lisa David,
District Clerk

**Kofile Technologies, Inc. and**
**Williamson County, Texas**
**Service Agreement**

**THIS SERVICE AGREEMENT** (the "Agreement") is between **WILLIAMSON COUNTY, TEXAS** (hereinafter referred to as the "County"), an entity with administrative offices located at 405 Martin Luther King Street, Georgetown, Texas 78626 and **KOFILE TECHNOLOGIES, INC.**, a Delaware corporation, with a principal location at 6300 Cedar Springs Road, Dallas, TX 75235 (hereinafter referred to as "Kofile").

**WHEREAS** the County is committed to preserving and maintaining its records for the benefit and use of the County and the public and to certain of those needs issued an Request for Proposal for the Preservation, Imaging, and Indexing Services of District Clerk Case Files (the "RFP");

**WHEREAS** Kofile submitted its response to the RFP outlining its proposal to provide the RFP services (the "Proposal"); and the County determined it was in the County's best interest to award a contract for the provision of services to preserve, image, and index District Clerk Case files (the "Records");

**NOW, THEREFORE**, in consideration of the premises, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Agreement for Services.** The RFP (including any issued addenda), Proposal, and this contract shall constitute the Agreement between the parties. The documents of the Agreement will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the Agreement; (2) the RFP (and any addenda); and (3) the Proposal.

2. **Scope of and Timing of Services**. During the term of this Agreement Kofile will provide County with Services as set forth in the RFP and Proposal. Kofile shall arrange for the transport of the Customer records to and from Kofile's place of business. Kofile may use third parties to provide certain portions of the Services. Kofile shall use reasonable efforts to complete the Services within the time period(s) indicated in the RFP or the Proposal or as agreed to by the parties.

3. **Term.** This Agreement shall be in full force and effect as of the date of the last party's signature below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Agreement, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in the RFP shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be two (2) years from the Effective Date unless the date is amended at the sole discretion of the County. Upon successful completion of the services, this Agreement shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

4. **Termination**. The County reserves the right to terminate the Agreement for default if Kofile breaches any of the Proposal specifications, terms and conditions, including warranties of Kofile, or if Kofile becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

   The County may terminate the Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to Kofile. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Kofile for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

5. **Non-Performance.** It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

   In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, of Kofile shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which Kofile fails to meet pursuant to the requirements set out herein. In the event Kofile refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to Kofile.

6. **Compensation and Invoicing.** County's will pay Kofile for services in the amount and rates set forth in the Proposal. County will make payment for work as it is completed and delivered to County and consistent with the Texas Government Code, Chapter 2251. Kofile shall submit an invoice to County for each payment due, and County agrees to pay each invoice within thirty (30) calendar days after receipt. Timely payment is a material term of the Agreement.

   County acknowledges pricing is based upon a good faith estimate (the "GFE") of page counts and condition as understood by Kofile at the time of submitting the Proposal. Actual pricing may vary from the estimate based upon actual page counts and condition

of records. Kofile will communicate any changes to the GFE and will not exceed the GFE without advance written authorization form County.

**7. Indemnification.** Kofile shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to Kofile arising from any act of any third party, including, but not limited to, theft. Kofile further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to Kofile's performance of any services requested hereunder during the term of the Agreement.

**8. Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TEN MILLION AND 00/100 DOLLARS ($10,000,000).
UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**9. No Waiver of Sovereign Immunity or Powers.** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Kofile for any reason are hereby deleted.

**10. Insurance.** Kofile shall maintain, at its own expense, in full force and effect, for the term of this Agreement, the following types of insurance: .

1. Worker's Compensation: Insurance in the amount and in compliance with the provisions as provided by State of Texas law;

2. Commercial General Liability: Vendor shall maintain commercial general liability insurance with a limit of not less than $1,000,000.00 for each occurrence with a $2,000,000.00 products/completed operations aggregate and $2,000,000.00 general aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, products, and completed operations and blanket contractual coverage;
3. Property of Others: Vendor shall maintain property of others insurance with a limit not less than $1,000,000.00;
4. Commercial Automobile Liability Insurance: Vendor shall maintain commercial auto liability insurance covering all owned or hired vehicles used in connection with the work performed under the contract with limits of liability not less than $1,000,000.00 each person, and $300,000.00 each accident for bodily injury, and $100,000.00 each occurrence for property damage, or combined single limit for bodily injury and property damage liability of not less $1,000,000.00;
5. Professional /Cyber Liability Insurance: Vendor shall maintain professional/cyber liability insurance not less than $5,000,000.00 for each claim: Technology Services; Liability, Media Liability; Privacy/Network Security and Privacy; Privacy and Network Security Breach Costs; Direct Business Interruption Loss; Cyber Extortion Threat; and Contingent Business Interruption Loss; and
6. Valuable Papers: Vendor shall maintain valuable paper insurance not less than $1,000,000.00 each claim. Vendor shall maintain valuable papers in transit insurance not less than $500,000.00 each claim.

**11. Fiscal Funding.** The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Kofile understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

**12. Independent Contractor.** Kofile shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct Kofile as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that Kofile shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control Kofile's means, methods or details pertaining to the Kofile's performance of the work. The County and Kofile hereby agree and declare that Kofile is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers

Compensation Act, Texas Labor Code, Section 406.141, that Kofile is not an employee of the County, and that Kofile and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

**13. Taxes.** The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

**14. Corporate Good Standing.** Kofile represents and warrants that it: (a) is a corporation duly incorporated, validly existing and in good standing; (b) has all requisite corporate power and authority to execute, deliver, and perform its obligations hereunder; and (c) is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction as necessary to perform its obligations hereunder.

**15. No Actions, Suits, Proceedings or Debarment.** Kofile warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Kofile's ability to fulfill its obligations under this Agreement. Kofile certifies that as of the date of this Agreement, Kofile has not been and is not on the federal government's list of suspended, ineligible, or debarred Kofile. Kofile will notify County if it becomes suspended, ineligible or debarred.

**16. Professional Quality.** Kofile warrants to the County that all preservation Services provided under this Agreement will be performed in a manner consistent with or greater than that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If any work is reasonably determined by County to be less than professional quality, Kofile will correct such work without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to reworking of the unsatisfactory product without change to the original specifications and without regard to the amount of effort expended on the original work product.

**17. Ownership of County Records.** All of the Records shall remain the property of the County. The Records shall not be used by Kofile other than in connection with providing the Services pursuant to this Agreement. Kofile shall not destroy any original Records except as directed by County. At no cost to County, Kofile shall upon request: (a) promptly make a copy of a Record or other record and send it to the County, or (b) promptly return to County, any Records or other documents of County that it may possess or control. Kofile may destroy any electronic images of records ninety (90) days after the completion of the Services under any Schedule unless otherwise agreed upon by the parties.

**18. Notices**. Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, three (3) business days after deposit of the same in the United States Mail, postage prepaid,

certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addressed as shall be specified by written notice delivered in accordance herewith:

If to the County:
Williamson County Purchasing Dept.
100 Wilco Way, Suite P101
Georgetown, TX 78626
Attention: Purchasing Agent

If to Kofile
Kofile Technologies
6300 Cedar Springs Road
Dallas, TX 75235
Attention: Legal department
LEGAL@Kofile.com

**19. Assignment.** Kifle will not assign, sell, or otherwise transfer the Agreement or any other rights or interests obtained under the Agreement written permission of the County the Commissioners Court. The Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns

**20. Amendments and Changes in the Law.** No modification, amendment, notation, renewal, change order, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

**21. Confidentiality.** Information disclosed by a party to the other for purpose of work to be performed under this Agreement or information that comes to the attention of a party during the course of performing such work, which is not considered to be in the public domain, is to be kept strictly confidential. Each party agrees to use each other's confidential information only for the purposes of this Agreement and shall not disclose confidential information to any third-party except as provided for by law.

**22. Access to Records -** County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Provider which are pertinent to the Award, in order to make audits, examinations, excerpts, and transcripts.

**23. Governing Law; Forum.** The parties agree venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent the Agreement is governed by the laws of the United States, the Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

**24. 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. The burden of proof for the need for 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.

**25. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and Agreements between the parties, whether written or oral, relating to the same subject matter. This Agreement and all of its provisions shall be binding upon and shall inure to the benefit of the parities and their respective successors and assigns.

**26. 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 thereof, but rather the 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

**27. Counterparts; Number and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures delivered by email in .pdf format shall be deemed original signatures for purposes of this Agreement.

**28. Signatory Warranty and Binding Effect.** The undersigned signatories for the parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective organizations and that the executions hereof are the acts of the parties involved and constitute legal, valid and binding obligations of the respective parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**KOFILE TECHNOLOGIES, INC.**

_____
Jonathan Mohn
CEO & President

**WILLIAMSON COUNTY**

_____
*Name*:
*Title*:

# Scoring Summary

## Active Submissions

| | Total | Vendor Qualifications and Experience | Prior Work Performance/References | Vendor Methodology and Performance | Cost |
|---|---|---|---|---|---|
| **Supplier** | **/ 100 pts** | **/ 25 pts** | **/ 25 pts** | **/ 30 pts** | **/ 20 pts** |
| Kofile Technologies, Inc. | 96.75 pts | 25 pts | 25 pts | 26.75 pts | 20 pts |

| | Attended Pre-Solicitation Meeting/Site Visit/Inspection |
|---|---|
| **Supplier** | **Pass/Fail** |
| Kofile Technologies, Inc. | Pass |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1120553

**Date Filed:**
02/06/2024

**Date Acknowledged:**
02/07/2024

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

Kofile Technologies, Inc.
Dallas, 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.**

23RFP97
Preservation, Imaging, and Indexing of District Clerk Files

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Mohn, Jonathan | Dallas, TX United States | X | |
| Williams, George | Dallas, TX United States | X | |
| Sutterer, Lucas | Dallas, TX United States | X | |
| Slonaker, Sharon | Dallas, TX United States | X | |
| Kofile, Inc. | Dallas, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |

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

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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Kofile Technologies, Inc.
Dallas, 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.**
23RFP97
Preservation, Imaging, and Indexing of District Clerk Files

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Mohn, Jonathan | Dallas, TX United States | X | |
| Williams, George | Dallas, TX United States | X | |
| Sutterer, Lucas | Dallas, TX United States | X | |
| Slonaker, Sharon | Dallas, TX United States | X | |
| Kofile, Inc. | Dallas, TX United States | X | |
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| | | | |

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

**6 UNSWORN DECLARATION**

My name is Jonathan Mohn, and my date of birth is [redacted].

My address is 6300 Cedar Springs Road (street), Dallas (city), TX (state), 75235 (zip code), USA (country).

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

Executed in Dallas County, State of Texas, on the 6 day of February (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **46.**

**Meeting Date:** 02/27/2024

Approval of Purchase of Laserfiche Annual Support from MCCi, Inc. for Information Systems

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving Quote #2024121 for Laserfiche Annual Support from MCCi, LLC in the amount of $121,266.10, pursuant to BuyBoard cooperative contract #716-23, and authorizing execution of the quote.

### Background

Approval of this item will support departments across Williamson County that use Laserfiche. The document attached outlines the details of the annual support for the period of 04.01.24-03.31.25. Funding source is 01.0100.0503.004505 per FY24 budget. Department contact is Minnie Beteille.

## Fiscal Impact

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

## Attachments

MCCi Laserfiche Support Renewal

Form 1295 MCCI, Inc.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 01:15 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:03 PM |
| Form Started By: Misty Brooks | | Started On: 02/01/2024 10:49 AM |
| Final Approval Date: 02/21/2024 | | |

# BUDGETARY NOTIFICATION

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

**Client Name:** Williamson County
**Estimate Number:** [redacted]
**Estimate Type:** Annual Support Renewal

**Quote Date:** January 31, 2024
**Support Period:** 04/01/2024 - 03/31/2025

| *Product Description:* | *Qty.* | *Unit Cost* | *BuyBoard #716-23* | *Annual Total* |
|---|---|---|---|---|
| **ANNUAL SUPPORT/SUBSCRIPTION** | | | | |
| ☑ Laserfiche Rio Quick Fields Complete | 1 | $3,000.00 | $2,700.00 | $2,700.00 |
| ☑ Laserfiche Participant User Subscription (10-199 Users) | 145 | $110.00 | $104.50 | $15,152.50 |
| ☑ Laserfiche Subscription Full Rights Keyed Concurrent User | 15 | $333.33 | $300.00 | $4,500.00 |
| ☑ Laserfiche Rio Records Management Edition Named Full User (200-499 Users) | 497 | $145.20 | $130.68 | $64,947.96 |
| ☑ Laserfiche Rio Forms Professional (200-499 Users) | 497 | $13.20 | $11.88 | $5,904.36 |
| ☑ Laserfiche Rio Connector (200-499 Users) | 497 | $6.60 | $5.94 | $2,952.18 |
| ☑ Laserfiche Rio Import Agent | 1 | $300.00 | $270.00 | $270.00 |
| ☑ Laserfiche Rio Public Portal license for 2 Laserfiche Rio Servers | 1 | $10,000.00 | $9,000.00 | $9,000.00 |
| ☑ Laserfiche Rio Forms Portal | 1 | $1,599.00 | $1,439.10 | $1,439.10 |
| ☑ Laserfiche Rio Quick Fields Core | 2 | $1,000.00 | $900.00 | $1,800.00 |
| ☑ Laserfiche Rio Quick Fields Agent | 1 | $2,000.00 | $1,800.00 | $1,800.00 |
| ☑ Laserfiche Rio SDK | 1 | $750.00 | $675.00 | $675.00 |
| ☑ MCCi SLA for Laserfiche (250-499 Users) | 1 | $11,250.00 | $10,125.00 | $10,125.00 |
| **GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION** | | | | ***$121,266.10*** |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1120433

**Date Filed:**
02/06/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
MCCi, LLC
Tallahassee, FL United States

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

**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.**
2024121
LASERFICHE ANNUAL MAINTENANCE RENEWAL

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| CPC MCCi Holding, LLC, | Tallahassee, FL United States | X | |
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**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Emery Jones, and my date of birth is [redacted].

My address is 316 Bethany Curve (street), Santa Cruz (city), CA (state), 95060 (zip code), USA (country).

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

Executed in Santa Cruz County, State of Californina, on the 8 day of February (month), 20 24 (year).

E-SIGNED by Emery Jones
on 2024-02-08 16:00:12 GMT

Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1120433

**Date Filed:**
02/06/2024

**Date Acknowledged:**
02/08/2024

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

MCCi, LLC
Tallahassee, FL United States

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

Williamson County

**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.**

2024121
LASERFICHE ANNUAL MAINTENANCE RENEWAL

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| CPC MCCi Holding, LLC, | Tallahassee, FL United States | X | |
| | | | |
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| | | | |

**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** **47.**

**Meeting Date:** 02/27/2024

Approval of Purchase to Replace Network Switches by CMS Communications for Information Systems

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving Purchase #2024131 between Williamson County and CMS Communications to replace current network switches to Cisco Catalyst 9200 switches for a total amount of $168,050.00, pursuant to TIPS contract #21050301, and authorize the execution of the purchase.

### Background

Approval of this purchase will allow Information Systems to upgrade Williamson County's current 2960X network switches to 9200 Cisco switches. The 2960X switches will reach their end of life on 10.21.26. Information Systems is replacing 1/4 of the County's switches each year for the next four budget years. Funding source is 01.0100.0503.005740 per FY24 budget. Department contact is Thomas Gillespie.

## Fiscal Impact

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

## Attachments

CMS Switch Upgrades

Form 1295 CMS Communications

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 01:33 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:06 PM |
| Form Started By: Misty Brooks | | Started On: 02/07/2024 11:22 AM |
| Final Approval Date: 02/21/2024 | | |

**For:**
Thomas Gillespie
Network Engineer
Williamson County ITS
301 SE Inner Loop
Georgetown, TX 78626
thomas.gillespie@wilco.org

cms communications
*Expertise You Need, the Choice You Deserve*
www.cmsc.com
18095 Edison Avenue
Chesterfield, MO 63005

**Date:**
2/6/2024

**Account manager:**
Tyronne Davis
800-238-3419
tdavis@cmsc.com

| Manufacturers Part # | Description | Qty | MFR List Price | Discount | Cost each | Total cost | | Condition |
|---|---|---|---|---|---|---|---|---|
| C9200-48P-A | Cisco Catalyst 9200 - Network Advantage - switch - L3 - smart - 48 x 10/100/1000 (PoE+) - rack-mountable - PoE+. Each Switch includes (1) PWR-C6-1KWAC power Supply, (1) AC Power Cord and (1) Set of Rack Mounts | 50 | $8,697.00 | 85% | $1,300.00 | $65,000.00 | | CMS REFURB |
| C9200-NM-4X | Cisco Catalyst 9200 Series Network Module - Expansion module - 10 Gigabit SFP+ x 4 | 50 | $2,688.38 | 74% | $700.00 | $35,000.00 | | CMS REFURB |
| C9200-STACK-KIT | Cisco - Network stacking module - for Catalyst 9200 | 50 | $1,604.66 | 70% | $480.00 | $24,000.00 | | CMS REFURB |
| PWR-C6-1KWAC | Cisco Config 6 - Power supply - hot-plug (plug-in module) - 1000 Watt | 50 | $2,539.91 | 74% | $650.00 | $32,500.00 | | CMS REFURB |
| STACK-T4-1M | Cisco 1M Type 3 Stacking Cable - 3.28 ft Network Cable for Switch, Network Device - Stacking Cable | 40 | $268.84 | 18% | $220.00 | $8,800.00 | | CMS REFURB |
| STACK-T4-3M | Cisco Stacking Network Cable - 9.84 ft Network Cable for Network Device, Switch - Stacking Cable | 10 | $403.26 | 32% | $275.00 | $2,750.00 | | CMS REFURB |
| | | | | | | | | |
| | Free Ground Shipping & Handling | | | | | | | |
| | CMS Communications Lifetime Hardware and Technical Phone Support Warranty | | | | | | | |
| | TIPS CONTRACT: 21050301 | | | | | | | |
| | | | | | | | | |
| | Quote does not include shipping cost unless otherwise stated | | | | | | | |
| | Quote does not include sales tax unless otherwise stated | | | | | | | |
| | | | | | | | | |
| | CMS buys uninstalled, out of service, or soon to be replaced networking hardware. Please email list's to: webuyusedit@cmsc.com | | | | | | | |

**Total Cost** **$168,050.00**

NEW = "New in Box", has never been in production, in original packaging
NOB = "New Opened Box", has never been in production, original box, packaging seal has been broken.
CMS Refurb = "CMS Refurbished", indicating that the product has been cleaned, tested, and re-packaged by CMS Communications
Mfg Refurb = "Factory Refurbished", indicating that the product has been tested, refurbished, and authorized by Original Manufacturer

*Optional Lifetime Warranty: CMS warrants to the original End User purchaser that its Lifetime Assurance products will be materially free from defects in material under normal use and service for as long as the original End User owns the product, or for seven (7) years after the manufacturer discontinues such product, whichever is sooner.

** This quote is Proprietary and is ONLY intended for the End User noted on this quote. This quote is not to be forwarded or shared with other vendors, sales reps or manufacturers.
** Violation of this policy will VOID any and all CMS Communication warranties in addition to the ability to return to CMS the products listed on this quote.
** CMS Refurbished equipment comes with applicable Operating Software (i.e. Cisco IOS). The manufacturer may require re-licensing of the Software (IOS) which is the responsibility of the End User
** All sales are final. No returns without written approval from CMS Communications.
** Non-Defective Hardware under support contracts may not be eligble for return.
** Non-Defective Hardware may not be eligible for return after 30 days.
** Non-Defective Hardware not in the same condition, e,g, New In Box (NEW) hardware that has been opened may not be eligible for return and/or will be subject to a restocking fee.
** All Software, Licenses and Support contracts are Non-Returnable, Non-Refundable and Non-Transferable
** Special order items or custom items are non-returnable, non-refundable
** Restocking amounts are subject to the conidtions of the return.

Pricing does not include sales tax

Delivery schedule is based on availability at time of order

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1121113

**Date Filed:**
02/07/2024

**Date Acknowledged:**
02/07/2024

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

CMS Communication
Chesterfield, MO 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.**

2024131
Network Equipment

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Murphy, Tim | Chesterfield, MO United States | X | |
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**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1121113

**Date Filed:**
02/07/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
CMS Communication
Chesterfield, MO 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.**
2024131
Network Equipment

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Murphy, Tim | Chesterfield, MO United States | X | |
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**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Tyronne Davis, and my date of birth is [redacted]

My address is 9421 Page Ave (street), St. Louis (city), MO (state), 63132 (zip code), St. Louis (country)

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

Executed in St. Louis County, State of Missouri, on the 7th day of February (month), 20 24 (year)

Tyronne Davis
Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **48.**

**Meeting Date:** 02/27/2024

Approval of Purchase of Router Upgrades from Presidio Networked Solutions, Inc. for Information Systems

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving Purchase #2024133 between Williamson County and Presidio Networked Solutions, Inc. to replace C9500 routers for the total amount of $187,851.50, pursuant to DIR contract #DIR-TSO-4167, and authorizing the execution of the purchase.

### Background

Approval of this purchase will allow Information Systems to upgrade Williamson County's current routers. This purchase will replace half of the County's routers which will reach end of life this year. Funding source is 01.0100.0503.005740 as per FY24 budget. Department contact is Rory Tierney.

## Fiscal Impact

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

## Attachments

Approval of Presidio Routers

Form 1295 Presidio Networked Solutions, LLC

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 02:30 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:41 PM |
| Form Started By: Misty Brooks | | Started On: 02/15/2024 09:53 AM |
| Final Approval Date: 02/21/2024 | | |

PRESIDIO™

# QUOTE: [redacted]

DATE: 01/19/2024



**TO:**

Williamson County
Nhan Pham
301 SE Inner Loop Suite 106
Georgetown, TX 78626

nhan.pham@wilco.org
(p) 512-943-3670
(f) (512) 943-1672

**FROM:**

Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) +1.512.795.7146

**Customer#:** [redacted]
**Account Manager:** Daniel Guzman
**Inside Sales Rep:** Greg Hubbard
**Title:** Network - Hardware Refresh

**Contract Vehicle:** Texas DIR-TSO-4167 Cisco

| # | Part # | Description | List Price | Unit Price | Qty | Discount | Ext List Price | Ext Price |
|---|---|---|---|---|---|---|---|---|
| **C9500-24Y4C-A** | | | | | | | | |
| 1 | C9500-24Y4C-A | Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage | $26,319.19 | $11,843.64 | 10 | 55.00% | $263,191.90 | $118,436.40 |
| 2 | CON-SNT-C95024YA | SNTC-8X5XNBD Catalyst 9500 24-port 25/100G only, Adva | $1,886.00 | $1,697.40 | 10 for 12 mo(s) | 10.00% | $18,860.00 | $16,974.00 |
| 3 | CAB-9K12A-NA | Power Cord, 125VAC 13A NEMA 5-15 Plug, North America | $0.00 | $0.00 | 20 | 0.00% | $0.00 | $0.00 |
| 4 | C9K-PWR-650WAC-R | 650W AC Config 4 Power Supply front to back cooling | $0.00 | $0.00 | 10 | 0.00% | $0.00 | $0.00 |
| 5 | C9K-PWR-650WAC-R/2 | 650W AC Config 4 Power Supply front to back cooling | $2,663.25 | $1,464.79 | 10 | 45.00% | $26,632.50 | $14,647.90 |
| 6 | C9K-F1-SSD-BLANK | Cisco pluggable SSD storage | $0.00 | $0.00 | 10 | 0.00% | $0.00 | $0.00 |
| 7 | C9K-T1-FANTRAY | Catalyst 9500 Type 4 front to back cooling Fan | $0.00 | $0.00 | 20 | 0.00% | $0.00 | $0.00 |
| 8 | C9500-NW-A | C9500 Network Stack, Advantage | $0.00 | $0.00 | 10 | 0.00% | $0.00 | $0.00 |
| 9 | SC9500NPE-1712 | Cisco Catalyst 9500 XE UNIVERSAL - NPE | $0.00 | $0.00 | 10 | 0.00% | $0.00 | $0.00 |
| 10 | C9500-SSD-NONE | No SSD Card Selected | $0.00 | $0.00 | 10 | 0.00% | $0.00 | $0.00 |
| 11 | C9500-DNA-24Y4C-A | C9500 DNA Advantage, Term License | $0.00 | $0.00 | 10 | 0.00% | $0.00 | $0.00 |
| 12 | C9500-DNA-L-A-3Y | Cisco Catalyst 9500 DNA Advantage 3 Year License | $8,398.48 | $3,779.32 | 10 | 55.00% | $83,984.80 | $37,793.20 |
| 13 | NETWORK-PNP-LIC | Network Plug-n-Play Connect for zero-touch device deployment | $0.00 | $0.00 | 10 | 0.00% | $0.00 | $0.00 |
| | | | | | | | **Total:** | **$187,851.50** |

| | |
|---|---|
| **Total List Price:** | **$392,669.20** |
| **Sub Total:** | **$187,851.50** |
| **Grand Total:** | **$187,851.50** |

PRESIDIO™

**QUOTE:** [redacted]
DATE: 01/19/2024


This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600,
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination

No signed quote. PO required.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1124581

**Date Filed:**
02/15/2024

**Date Acknowledged:**
02/15/2024

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

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

Williamson County

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

2024133
Replacement of C9500 routers

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1124581

**Date Filed:**
02/15/2024

**Date Acknowledged:**

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

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

Williamson County

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

2024133
Replacement of C9500 routers

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Daniel Guzman, and my date of birth is [redacted].

My address is 10415 Morado Cir Bldg #1 Ste 320 (street), Austin (city), TX (state), 78759 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 15 day of February (month), 2024 (year).

Daniel Guzman

Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **49.**

**Meeting Date:** 02/27/2024

Approval of Purchase for Annual Con-Smartnet Maintenance with Presidio Networked Solutions, LLC. for Information Systems

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving annual purchase #2024137 between Williamson County and Presidio Networked Solutions Group, LLC, for maintenance of Cisco equipment, for the total amount of $175,540.22, pursuant to the Texas DIR-TSO 4167 contract, and authorizing the execution of the purchase.

### Background

The approval of this annual purchase will benefit Williamson County by supporting maintenance for all Cisco equipment  to include routers, switches and phone system. Purchase provides for technical support and 24-hour replacement in the event of a failure. Please see the attachment for the included equipment.  Funding Source is 01.0100.0503.004500 as per FY24 Budget. The department point of contact is Rory Tierney.

## Fiscal Impact

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

## Attachments

Presidio Smartnet Renewal

Form 1295 Presidio Networked Solutions, LLC

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 02:35 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:42 PM |
| Form Started By: Misty Brooks | | Started On: 02/15/2024 02:34 PM |
| Final Approval Date: 02/21/2024 | | |

PRESIDIO™

# QUOTE: [redacted]

DATE: 02/07/2024
PAGE: 1 of 1

**TO:**
Williamson County
Rory Tierney
301 SE Inner Loop Suite 106
Georgetown, TX 78626

rory.tierney@wilco.org
(p) (512) 943-1457
(f) (512) 943-1672

**FROM:**
Presidio Networked Solutions Group, LLC
Daniel Guzman
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

dguzman@presidio.com
(p) +1.512.795.7146

**BILL TO:**
Williamson County

301 SE Inner Loop-Suite 105
Info Technology Srvs
Georgetown, TX 78626

**Customer#:** [redacted]
**Account Manager:** Daniel Guzman
**Inside Sales Rep:** Greg Hubbard
**Title:** Williamson County Smartnet Renewal 2023 - Standard Smartnet
**Comments:** *** If purchasing off of the Texas State Contract, please ensure the PO has the following information stated:Texas State DIR-TSO-4167***

**Contract Vehicle:** Texas DIR-TSO-4167 Cisco

| # | Part # | Description | Unit Price | Qty | Ext Price |
|---|---|---|---|---|---|
| 1 | CON-SMARTNET RENEWAL | CON-SMARTNET RENEWAL | $175,540.22 | 1 for 12 mo(s) | $175,540.22 |
| | | **Comments:** ***Please see excel spreadsheet for itemized list*** | | | |

| | |
|---|---|
| **Sub Total:** | **$175,540.22** |
| **Grand Total:** | **$175,540.22** |

This quote is governed by Terms and Conditions of Texas DIR-TSO-4167 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
7701 Las Colinas Ridge #600,
Irving, TX 75063

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-4167
Tax ID# 76-0515249; Size Business: Large; CAGE Code: 639L4; DUNS#11-436-9671; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Destination

No signed quote. PO required.

| SITE COUNTRY | SERVICE SKU | PRO RATED LIST PRICE | CUSTOMER PRICE |
|---|---|---|---|
| US | CON-SNT-WC3654PS | $ 1,056.11 | $ 887.13 |
| US | CON-SNT-WC3654PS | $ 1,056.11 | $ 887.13 |
| US | CON-SNT-WC3654PS | $ 1,056.11 | $ 887.13 |
| US | CON-SNT-WSC3652TS | $ 324.16 | $ 272.29 |
| US | CON-SNT-WC3654PS | $ 1,056.11 | $ 887.13 |
| US | CON-SNT-WC3654PS | $ 1,056.11 | $ 887.13 |
| US | CON-SNT-C14351K9 | $ 1,290.58 | $ 1,084.09 |
| US | CON-SNT-C14351K9 | $ 1,290.58 | $ 1,084.09 |
| US | CON-SNT-C14331K9 | $ 544.31 | $ 457.22 |
| US | CON-ECMU-C1CUBEES | $ 1,858.50 | $ 1,561.14 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-45X16SFP | $ 1,985.03 | $ 1,667.43 |
| US | CON-SNTP-C14451K9 | $ 5,190.77 | $ 4,360.25 |
| US | CON-SNTP-C14451K9 | $ 5,190.77 | $ 4,360.25 |
| US | CON-SNT-WSC48LPD | $ 503.68 | $ 423.09 |
| US | CON-SNT-45X16SFP | $ 2,480.81 | $ 2,083.88 |
| US | CON-SNT-45X16SFP | $ 2,480.81 | $ 2,083.88 |
| US | CON-SNT-45X16SFP | $ 2,480.81 | $ 2,083.88 |
| US | CON-SNT-WSC48LPD | $ 503.68 | $ 423.09 |
| US | CON-SNT-WSC48LPD | $ 503.68 | $ 423.09 |
| US | CON-SNT-WSC48LPD | $ 503.68 | $ 423.09 |
| US | CON-SNT-WSC48LPD | $ 503.68 | $ 423.09 |
| US | CON-ECMU-ISEVM | $ 2,444.58 | $ 2,053.45 |
| US | CON-SNT-WSC48LPD | $ 503.68 | $ 423.09 |
| US | CON-SNT-WSC48LPD | $ 503.68 | $ 423.09 |
| US | CON-SNT-WSC48LPD | $ 503.68 | $ 423.09 |
| US | CON-SNT-WSC48LPD | $ 503.68 | $ 423.09 |
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| US | CON-SNT-WSC48LPD | $ 503.68 | $ 423.09 |

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| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
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| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-VG202XM | $ | 103.19 | $ | 86.68 |
| US | CON-SNT-VG202XM | $ | 103.19 | $ | 86.68 |
| US | CON-SNT-VG204XM | $ | 170.64 | $ | 143.34 |
| US | CON-SNT-VG204XM | $ | 170.64 | $ | 143.34 |
| US | CON-SNT-VG204XM | $ | 170.64 | $ | 143.34 |
| US | CON-SNT-VG204XM | $ | 170.64 | $ | 143.34 |
| US | CON-SNT-VG204XM | $ | 170.64 | $ | 143.34 |
| US | CON-SNT-VG204XM | $ | 170.64 | $ | 143.34 |
| US | CON-SNT-C14331K9 | $ | 544.31 | $ | 457.22 |
| US | CON-ECMU-C1CUBEES | $ | 1,858.50 | $ | 1,561.14 |
| US | CON-SNT-VG35014 | $ | 416.89 | $ | 350.19 |
| US | CON-SNT-VG204XM | $ | 170.64 | $ | 143.34 |
| US | CON-SNT-VG204XM | $ | 170.64 | $ | 143.34 |
| US | CON-SNT-VG204XM | $ | 170.64 | $ | 143.34 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-VG310ICV | $ | 581.33 | $ | 488.32 |
| US | CON-SNT-VG310ICV | $ | 581.33 | $ | 488.32 |
| US | CON-SNT-VG310ICV | $ | 581.33 | $ | 488.32 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |

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|---|---|---|---|---|---|
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |

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|---|---|---|---|---|---|
| US | CON-ECMU-C14350PR | $ | 245.03 | $ | 205.83 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-2948FPDL | $ | 549.01 | $ | 461.17 |
| US | CON-SNT-2948FPDL | $ | 549.01 | $ | 461.17 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-45X16SFP | $ | 2,480.81 | $ | 2,083.88 |
| US | CON-SNT-45X16SFP | $ | 2,480.81 | $ | 2,083.88 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-WSC296XL | $ | 576.76 | $ | 484.48 |
| US | CON-SNT-VG320ICV | $ | 1,159.88 | $ | 974.30 |
| US | CON-SNT-C930024U | $ | 1,093.45 | $ | 918.50 |
| US | CON-SNT-C930024U | $ | 1,093.45 | $ | 918.50 |
| US | CON-SNT-WSC48LPD | $ | 503.68 | $ | 423.09 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |
| US | CON-SNT-C11X8P11 | $ | 165.05 | $ | 138.64 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |

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|---|---|---|---|---|---|
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |
| US | CON-ECDN-CS1DK9KI | $ | 3,182.11 | $ | 2,354.76 |
| US | CON-ECDN-CT1R60SC | $ | 999.19 | $ | 739.40 |
| US | C9300-DNA-E-24-1M | $ | 365.43 | $ | 233.88 |
| US | C9300-DNA-E-24-1M | $ | 365.43 | $ | 233.88 |
| US | CON-SNTP-C14431K9 | $ | 2,664.49 | $ | 2,238.17 |
| US | CON-ECMU-C144FPEK | $ | 587.31 | $ | 493.34 |
| US | CON-SNT-45X16SFP | $ | 2,480.81 | $ | 2,083.88 |
| | **Total:** | $ | 216,000.35 | $ | 175,540.22 |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1124574

**Date Filed:**
02/15/2024

**Date Acknowledged:**
02/15/2024

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

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

Williamson County

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

2024137
Smartnet Renewal

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1124574

**Date Filed:**
02/15/2024

**Date Acknowledged:**

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

Presidio Networked Solutions Group, LLC.
Austin, TX United States

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Williamson County

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

2024137
Smartnet Renewal

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Daniel Guzman, and my date of birth is [redacted].

My address is 10415 Morado Cir Bldg #1 Ste 320 (street), Austin (city), TX (state), 78759 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 15 day of February (month), 2024 (year).

Daniel Guzman

Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **50.**

**Meeting Date:** 02/27/2024

Award of IFB #24IFB24 Animal Shelter Pharmaceuticals and Clinic Supplies for Williamson County Regional Animal Shelter

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #24IFB24, Animal Shelter Pharmaceuticals and Clinic Supplies, split on a per item basis, to three responsive bidders: Midwest Veterinary Supply, Inc.; Patterson Veterinary; and Rally, Inc.

### Background

Award of this solicitation will support the operations of the Williamson County Regional Animal Shelter. Invitations were sent to four hundred fifty-seven (457) vendors, nineteen (19) vendors viewed the bid, with three (3) submitting responses.

Upon evaluation, the following were the lowest and best bidders:

- Midwest Veterinary Supply, Inc.
- Patterson Veterinary
- Rally, Inc.

The list of award recommendation bid items and the tabulation list for the vendors above are attached. The contract term is twelve (12) months, with two (2) one-year (1) optional renewals. Funding sources are 01.0545.0545.003200 and 01.0545.0545.004975 as per FY24 budget. The department point of contact is Linda Gunter.

## Fiscal Impact

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

## Attachments

24IFB24 Tabulation
24IFB24 Award Recommendation
24IFB24 Recommendation Letter
Midwest Vet Supply, Inc Contract
Form 1295 Midwest Vet Supply
24IFB24 Patterson Contract
Form 1295 Patterson Veterinary
24IFB24 Rally Contract
Form 1295 Rally

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 03:43 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 09:15 AM |
| Form Started By: Misty Brooks | | Started On: 02/20/2024 07:58 AM |
| Final Approval Date: 02/22/2024 | | |

| Product Description | Dose | Midwest | Patterson | Rally |
|---|---|---|---|---|
| Advantage multi 20.1-55# 12/pk RED | | $966.84 | $805.68 | |
| Advantage multi 55-88# 12/pk BLUE | | $971.40 | $755.52 | |
| Advantage multi 88.1-110# 6/pk BROWN | | $487.92 | $379.50 | |
| Advantage multi 9.1-20# 12/pk TEAL | | $957.60 | $744.84 | |
| Albon 5% | | $101.85 | $101.85 | |
| Albuterol (25X3ml) (473ml) | 2.5mg/ml | 3.54 (.047/ml) | 25.61 (054/ml) | |
| Alcohol, Isopropyl 70% 32 oz | | $6.40 | $9.23 | $3.30 |
| Alpha Trak 2 Test Strips | | $46.20 | | |
| Amoxicillin Clavulanate Tabs | 62.5mg | $63.26 | $64.37 | |
| Amoxicillin Clavulanate Tabs | 375mg | $275.83 | $275.11 | |
| Amoxicillin Clavulanate Tabs | 125mg | $117.22 | $117.68 | |
| Amoxicillin Clavulanate Tabs | 250mg | $193.04 | $193.61 | |
| Amoxicillin Suspension | 50mg/ml | $9.05 | $3.24 | |
| AmoxiClav Suspension | 80mg/20mg | $11.93 | $14.12 | |
| Ampicillin INJ (Polyflex or equivalent) | 25gm | $38.00 | $38.84 | |
| Anesthesia Mask Canine Large | | $28.09 | $30.15 | |
| Anesthesia Mask Canine Medium | | | | |
| Anesthesia Mask Canine Small | | $8.24 | $30.15 | |
| Anesthesia Mask Feline Large | | $8.24 | $19.41 | |
| Anesthesia Mask Feline Medium | | $8.24 | $19.41 | |
| Artificial Tears ointment | 3.5 gm | $6.27 | $6.55 | |
| Atipamezole (generic Antisedan or Rivertidine) | 5mg/ml | $153.21 | $129.12 | |
| Atopica cyclosporine for cats (5ml) (17ml) | | 27.5 (5.5/ml) | 60.58 (3.563/ml) | |
| Autoclave Indicator Tape ½ “ | 1/2 inch | $3.61 | | |
| Azithromycin Susp Generic 30ml | 200mg/5ml | $3.02 | $4.63 | |
| Azithromycin tablets (30ct) (6ct) | 250mg | 3.43 (.114ea) | 1.41 (.235ea) | |
| Bandage Scissors (Lister) 5.5" German #j74WA equiv. | 5.5 inch | $18.18 | $4.88 | |
| BNP antibiotic ointment opth (w/o dexamethasone) | 3.5 gm | $4.60 | $5.52 | |
| Bottle, plastic w Yorker, tapered tip 4oz (25ct) | 4 oz | $11.10 | $11.07 | |
| Bottle, plastic w Yorker, tapered tip 16oz (12ct) (25ct) | 16 oz | 10.59(.883ea) | 16.46(.658ea) | |
| Bottles, plastic dropper squeeze bottles 5ml 12ct | 5ml | $19.09 | | |
| Bottles, small pill container vials, 5ml 315ct | 5ml | $38.75 | | |
| Breathing bag 1L | 1L | $5.45 | $5.85 | |

| | | | | |
|---|---|---|---|---|
| Breathing bag 2L | 2L | $5.45 | $5.85 | |
| Breathing bag 3L | 3L | $5.45 | $5.85 | |
| Butorphanol 50ml | 10mg/ml | $179.25 | $179.25 | |
| Capstar Feline 2-25# PINK | 11.4 mg | $280.99 | | |
| CarbO2 Lime Absorbent Granules | 5 gallon | $90.00 | $75.61 | |
| Carpal Splint, Spoon Type, Padded 15 inch | 15 inch | $13.80 | $11.22 | |
| Carpal Splint, Spoon Type, Padded 18 inch | 18 inch | $17.70 | $14.39 | |
| Carpal Splint, Spoon Type, Padded 8 inch | 8 inch | $7.95 | $8.78 | |
| Cast Padding, cotton and rayon blend, 6" (12ct) (6ct) | 6 inch | 20.45 (1.704ea) | 19.01 (3.168ea) | |
| Catheter Caps/Injectable (200ct) (1ct) | | 51.95 (.26ea) | 0.45 ea | |
| Catheter, Insyte | 18 GA | $0.98 | $1.22 | |
| Catheter, Insyte | 20 GA | $0.98 | $1.22 | |
| Catheter, Insyte | 22 GA | $0.98 | $1.22 | |
| Catheter, Insyte | 24 GA | $0.98 | $1.22 | |
| Cefpodoxime Proxetil (Simplicef equiv) | 100mg | $34.83 | $37.07 | |
| Cefpodoxime Proxetil (Simplicef equiv) | 200mg | $67.97 | $68.60 | |
| Cephalexin capsules (500) (100) | 250mg | 19.32 (.039/cap) | 6.83 (.068/cap) | |
| Cephalexin capsules (500) (100) | 500mg | 38.57 (.077/cap) | 11.09 (.111/cap) | |
| Cerenia INJ (or generic) | | $210.80 | $210.80 | |
| Cetirizine tablets (500) (100) | 10mg | 8.52 (.017/tab) | 2.51 (.025/tab) | |
| Chlorhexedrine Scrub 2% | gallon | $33.52 | $21.23 | |
| Chlorpheniramine Tab 1000ct | 4mg | $6.62 | $7.26 | |
| Cidofovir (drops) | 0.005 | | | |
| Cipro (ciprofloxacin) (100) | 250mg | $5.99 | $7.41 | |
| Cipro (ciprofloxacin) (500) (100) | 500mg | 52.92 (.106ea) | 12.93 (.129ea) | |
| Ciprofloxacin ophthalmic solution (5ml) | 0.003 | $4.65 | $7.34 | |
| Clindamycin oral PVL (20ml) | 25mg/ml | $3.13 | $2.94 | |
| Clindamycin tablets (500) (100) | 150mg | 33.81 (.068/tab) | 108.07 (1.081/tab) | |
| clipper blade, #40, Andis Ceramic | #40 | $24.81 | $19.85 | |
| Clipper cooling spray | can | $6.06 | $6.50 | |
| Clomipramine (Clomicalm equiv) | 80mg | $35.95 | $38.00 | |
| Convenia INJ | 80mg/ml | $423.50 | $423.50 | |
| Cotton Balls (2000) | | $7.67 | $7.68 | $8.26 |
| Cotton Swabs, Qtip Brand | | | | |

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|---|---|---|---|---|
| Cough Tabs (250) (1000) | | 60.12 (.240/tab) | 162.2 (.162/tab) | |
| Depomedrol 20ml | 20mg | $74.55 | $74.55 | |
| Dexamethasone 100ml | 2 mg/ml | $10.51 | $9.16 | |
| Dexmedetomidine (Dexdomitor equiv) 10ml | .5mg/ml | $113.22 | $112.46 | |
| Diphenhydramine (Benadryl equiv) (100) (1000) | 50mg cap | 2.16 (.022/cap) | 18.72 (.019/cap) | |
| Diphenhydramine (Benadryl equiv) (100) (1000) | 25mg cap | 1.93 (.019/cap) | 18.18 (.018/cap) | |
| Diphenhydramine INJ 10ml | 50mg | $15.19 | $12.26 | |
| Diroban equiv 5pk | 50mg | $275.00 | $275.00 | |
| Dolorex INJ brand name butorphanol | 10mg/ml | | $190.90 | |
| Doxycycline Suspension (hyclate) NOT syrup 60ml | 50mg/ml | $8.81 | $10.20 | |
| Doxycycline tablets 500 | 100mg | $21.34 | $32.38 | |
| Drapes, Surgery, Disposable | 38 inch | $93.49 | $65.05 | |
| E Collar 10in | 10 inch | $1.22 | $2.74 | |
| E Collar 15in | 15 inch | $1.74 | $3.40 | |
| E Collar 25in | 25 inch | $6.74 | $4.37 | |
| E Collar 4in | 4 inch | $7.36 | $1.37 | |
| E Collar 5.5in | 5.5 inch | $7.37 | $1.54 | |
| Elastic Tape 2 inch (Elastikon or equiv) | 2 inch | $1.77 | $1.92 | |
| ElasticTape 1 inch (Elastikon or equiv) | 1 inch | $0.88 | $2.32 | |
| Enalapril (100) (1000) | 2.5mg | 2.06 (.021/tab) | 31.51 (.032/tab) | |
| Enalapril (100) (1000) | 20mg | 3.63 (.036/tab) | 48.78 (.049/tab) | |
| Endotracheal Tubes #3 cuffed | #3 | $1.70 | $1.51 | |
| Endotracheal Tubes #4 cuffed | #4 | $1.70 | $1.51 | |
| Endotracheal Tubes #5 cuffed | #5 | $1.70 | $1.51 | |
| Endotracheal Tubes #6 cuffed | #6 | $1.70 | $1.51 | |
| Endotracheal Tubes #7 cuffed | #7 | $1.70 | $1.51 | |
| Endotracheal Tubes #8 cuffed | #8 | $1.70 | $1.51 | |
| Enrofloxacin INJ (generic to Baytril 100) | 100 ml | $45.08 | $103.71 | |
| Enrofloxacin/Ketoconazole/Triamcinolone | 1%/2%/0.1% | | | |
| Epiklean Ear Cleanser (8oz) (32oz) | | 7.88 (.985/oz) | 22.74 (.711/oz) | |
| Epinephrine | 1/1000 | $29.76 | $32.54 | |
| Erythromycin Opthalmic ointment | 0.005 | $4.53 | | |
| Exam Gloves-latex w/o powder ExtraLarge | xlarge | $5.97 | $6.37 | $5.37 |
| Exam Gloves-latex w/o powder Large | large | $5.97 | $6.37 | $5.37 |

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|---|---|---|---|---|
| Exam Gloves-latex w/o powder Med | medium | $5.97 | $6.37 | $5.37 |
| Exam Gloves-latex w/o powder Small | small | $5.97 | $6.37 | $5.37 |
| Exam Gloves-nitrile w/o powder ExtraLarge | xlarge | $6.71 | $5.80 | $3.70 |
| Exam Gloves-nitrile w/o powder Large | large | $6.71 | $5.80 | $3.70 |
| Exam Gloves-nitrile w/o powder Med | medium | $6.71 | $5.80 | $3.70 |
| Exam Gloves-nitrile w/o powder Small | small | $6.42 | $5.80 | $3.70 |
| Famotidine tablets (30) (60) | 10mg | 1.61 (.054/tab) | 3.41 (.057/tab) | |
| Famvir (Famciclovir) 30 | 250 mg | $7.39 | $8.95 | |
| Fecal Float Diagnostic Test 50 | | $17.16 | $11.74 | |
| Fecatect or ova-sol fecal float solution | gallon | $22.29 | $9.20 | |
| Flex Sponge Vetspon Hemostatic Gelatin 6pk | | $86.05 | $86.05 | |
| Fluconazole tablets 100 | 100 mg | $8.83 | $11.05 | |
| Fluconazole tablets 100 | 200 mg | $11.38 | | |
| Fluconazole tablets 30 | 50 mg | $2.02 | $2.30 | |
| Fluorescein Strips 100 | | $13.50 | $10.98 | |
| Fluoroquinolone Opth Drops (Ofloxacin equiv) 5ml | 0.30% | $5.54 | $4.27 | |
| Flurbiprofen Sodium Opthalmic 0.3%  2.5ml | 0.30% | $21.02 | $21.93 | |
| Forceps, Carmalt, Straight 6.25" | 6.25 inch | $8.18 | $17.17 | |
| Forceps, Carmalt, Straight 8" | 8 inch | $27.85 | $25.72 | |
| Forceps, Kelly, straight 5" | 5 inch | $4.32 | $10.91 | |
| Forceps, Mosquito curved 5 inch | 5 inch | $11.17 | $11.07 | |
| Forceps, Mosquito straight 5 inch | 5 inch | $10.98 | $10.89 | |
| Forceps, Tissue, 1X2 teeth | | $5.32 | $6.44 | |
| FortiFlora, Feline 180 | case | $113.94 | $113.94 | |
| Gabapentin Susp (non refrigerated) 473ml | 50mg/ml | $82.00 | $59.72 | |
| Gabapentin tablets  500 | 100 mg | $6.82 | | |
| Gabapentin tablets  500 | 300 mg | $12.53 | | |
| Gauze pads 3X3 200ct | 3inch X 3inch | $1.68 | $1.93 | |
| Gentamycin 100ml | 100mg/ml | $28.58 | $27.89 | |
| Gentamycin Spray (60ml) (120ml) | | 3.61 (.060/ml) | 5.3 (.044/ml) | |
| Gowns, Isolation, disposable 50 | | $45.45 | $35.67 | $33.40 |
| Gowns, Surgical, Large, Halyard Brand 95111 32ct | Halyard | | | $169.28 |
| Heparin 25X1 | 1,000 u/ml | $47.16 | $68.28 | |
| Huck Towels, Surgical Wrappers cloth | 18" X 18" | $7.32 | $9.76 | |

| | | | | |
|---|---|---|---|---|
| Hydrogen Peroxide | gallon | $5.92 | $4.55 | $7.20 |
| Idoxuridine ophthalmic solution | 0.001 | | | |
| Instrument Lube Milk | gallon | $51.00 | $23.39 | |
| Isofluorane | | $30.90 | $30.90 | |
| Itraconazole (Itrafungol equivalent) | 10mg/ml | $37.46 | $37.46 | |
| IV Drip Lines 10 drip 1 inj PVL | 103" | $1.47 | $1.20 | |
| Ivermectin Inj | 0.001 | $56.67 | $57.80 | |
| Ivermectin oral (6.08gm paste) (100ml liq) | 10 mg/ml | $7.72 | $17.79 | |
| Ketamine 10ml | 100mg/ml | $8.46 | $8.46 | |
| Kwik stop (14gm) (42gm) | 1.5 oz | 4.35 (.311/gm) | 10.01 (.238/gm) | |
| Lactulose oral solution (16oz) (8oz) | 10mg/15ml | 5.23 (.327/oz) | 6.78 (.848/oz) | |
| Levothyroxine 1000 | 0.1mg | $25.75 | $27.63 | |
| Lidocaine 2% INJ 100ml (250ml) | 2% | 3.25 (.033/ml) | 6.39 (.026/ml) | |
| Lidocaine oral 2% 100ml | 2% | $14.00 | $11.76 | |
| Lixotinic Supplement | gallon | $139.55 | $139.55 | |
| Lubricating jelly (4oz) (1 gallon) | | 1.58 (.395/oz) | 8.11 (.063/oz) | |
| Lysine Powder (100gm) (600gm) | | 21.33 (.213/gm) | 93.89 (.156/gm) | |
| Meloxicam INJ (Metacam equiv) | 5mg/ml | $52.78 | $54.09 | |
| Meloxicam Oral (Metacam equiv) (100ml) (32ml) | 1.5mg/ml | 47.65 (.477/ml) | 21.61 (.675ml) | |
| Methimazole 100 ct | 2.5 mg | $11.29 | | |
| Methimazole 100 ct | 5.0 mg | $2.86 | $12.78 | |
| Metoclopramide (Reglan eqiv) INJ (25X2ml) | 5 mg/ml | $30.91 | | |
| Metronidazole 500 | 250 mg | $12.02 | $28.54 | |
| Metronidazole 500 | 500 mg | $21.24 | $46.10 | |
| Metronidazole | 50 mg | | | |
| Miconazole Shampoo (sebazole equiv) gallon (16oz) | | 150.94 (1.179oz) | 16.26 (1.016/oz) | |
| Microscope Cover Slips | | $2.20 | $2.32 | |
| Microscope Slides Plain | | $2.24 | $2.32 | |
| Mirtazapine 30ct | 15mg | $1.07 | $33.10 | |
| Mirtazapine Transdermal 5gm | 0.02 | $23.19 | $23.19 | |
| Morphine Sulfate | 10mg/ml | | | |
| Needle Driver Holder 7.5" | 7.5 inch | $26.76 | | |
| Needle Driver, Gold Handle Olsen Heger 6.5" | 6.5 inch | $58.70 | $176.62 | |
| Needle, Suture, 3/8 Circle Cut, Size 10, 12/pk | size 10 | $8.86 | $9.51 | |

| | | | | |
|---|---|---|---|---|
| Needle, Suture, 3/8, Circle Cut,Size 12, 12/pk | size 12 | $8.86 | $9.51 | |
| Needle, Suture, 3/8, Circle Cut,Size 14, 12/pk | size 14 | $8.86 | $9.51 | |
| Needles 18GA 1.0” | 18GA | $4.50 | $4.95 | $4.49 |
| Needles 20 GA 1.5" | 20GA | $4.50 | $4.95 | $4.49 |
| Needles 22GA 1.5" | 22GA | $4.50 | $4.20 | $4.49 |
| Needles 25GA 1.0" | 25GA | $8.57 | $4.20 | $4.49 |
| NeoPolyBac Ointment (w/o Dex) | | $4.60 | $5.52 | |
| NeoPolyDex Ointment | | $4.43 | $5.48 | |
| Oclacitinib (Apoquel equiv) | 5.4mg | | | |
| Oclacitinib (Apoquel equiv) | 16mg | | | |
| OK Steam Indicator Strips 250ct | | $15.23 | $16.95 | |
| Onsior INJ Robenacoxib | 20 mg/ml | $152.05 | $147.79 | |
| Onsior tabs Robenacoxib | 6 mg | $80.52 | $78.27 | |
| Ophytrium 0.5% Chlorhexidine 3% (Duoxo Mousse equiv) | | $17.85 | $17.85 | |
| Osurnia (or generic) otic gel 1ml | | $8.16 | $7.75 | |
| Otomax or generic 12X7.5gm tubes | | $157.80 | | |
| Panacure Granules | 0.222 | $391.60 | $391.60 | |
| Panacure suspension | 0.1 | $143.00 | $143.00 | |
| Panolog ointment Same as Animax | | $6.12 | | |
| Penicillin G penject 100ml | 300,000 units | $9.97 | $29.00 | |
| Pentobarbital Sodium (Fatal Plus brand) | 390mg/ml | $104.00 | | |
| Pet Piller (JorVet or equiv) (10ct) (12ct) | | 13.64 (1.364ea) | 11.27 (.939ea) | |
| Pill Crusher | | $2.50 | $2.68 | |
| Pill Cutter | | $2.47 | $5.43 | |
| Pimobendin Vetmedin Generic | 1.25mg | | | |
| Pimobendin Vetmedin Generic | 5mg | | | |
| Ponazuril | 90mg/ml | | $1,004.00 | |
| Porous Tape .5” (Zonas or equiv) 24ct | .5 inch | $18.34 | $12.67 | $9.28 |
| Porous Tape 1” (Zonas or equiv) 12ct | 1 inch | $12.58 | $12.67 | $9.28 |
| Pouches, Autoclave, Self Sealing, 3.5"X9" 200 | | $8.67 | $25.61 | $9.08 |
| Pouches, Autoclave, Self Sealing, 5.25X10" 200 | | $12.41 | $45.12 | $14.38 |
| Praziquantel capsules 50ct | 30 mg | $173.54 | | |
| Praziquantel capsules | 68 mg | | | |
| Praziquantel capsules | 136 mg | | | |

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|---|---|---|---|---|
| Praziquantel INJ (50ml) (10ml) | 56.8mg/ml | 382.42 (7.648/ml) | 95.66 (9.566/ml) | |
| Prednisolone Oral Susp 8oz | 15mg/5ml | $23.90 | $53.66 | |
| Prednisone tablets 1000 | 5mg | $45.70 | $25.16 | |
| Prednisone tablets (500) (1000) | 20mg | 73.14 (.146/tab) | 66.77 (.067/tab) | |
| Propylene glycol USP gallon | 0.99 | $35.71 | $20.48 | |
| Pyrantel Pamoate quart | | $21.99 | $35.12 | |
| Quadritrop Ointment (or Animax equivalent) 7.5ml (30ml) | | 6.12 (.816/ml) | 16.83 (.561/ml) | |
| Rimadyl or generic (60) (180) | 25 mg | 14.89 (.248/tab) | 41.91 (.233/tab) | |
| Rimadyl or generic 180 | 75 mg | $55.01 | $51.83 | |
| Rimadyl or generic 180 | 100 mg | $67.31 | $63.40 | |
| Ringers solution, lactated (14ct) (12ct) | 1 liter | 70.62 (5.044ea) | 60 (5.000ea) | |
| Saline Irrigation Solution 0.9% | 0.90% | $5.47 | $6.34 | |
| Scissors, Mayo, curved 5.5" | 5.5 inch | $20.36 | $9.55 | |
| Shoe Covers, disposable | | $15.89 | $17.56 | |
| Sildenafil tablets | 20mg | $2.03 | $2.99 | |
| Silver Sulfadiazine Cream 1% (25gm) (85gm) | 1.00% | 2.89 (.116/gm) | 11.71 (.138/gm) | |
| Simparica 11-22# | | $743.50 | $1,127.50 | |
| Simparica 22-44# | | $804.00 | $804.00 | |
| Simparica 44-88# | | $827.50 | $827.50 | |
| Simparica 88-132# | | $838.00 | $838.00 | |
| Skin Staple Remover | | $2.78 | $2.99 | |
| Skin Stapler | | $10.08 | $11.59 | |
| Spay Hook | 8 inch | $9.09 | $11.24 | |
| Speedclean Autoclave cleaner 16oz | 16oz | $9.68 | $10.39 | $14.53 |
| Spironolactone (500) (100) | 25mg | 44.4 (.089/tab) | 4.88 (.049/tab) | |
| Sterile Water for Injection USP 1000ml (250ml) | | 6.98 (.007/ml) | 4.22 (.017/ml) | |
| Stretch Gauze, Conforming 2" 12ct | 2 inch | $1.16 | $1.09 | |
| Stretch Gauze, Conforming 4" 12ct | 4 inch | $2.72 | $1.76 | |
| Suffusion Antiseptic Mousse (DUOXO) 5.1oz | | $17.85 | $17.57 | |
| Sulfur Lime Dip 16oz | | $14.69 | | |
| Surgery Gloves Size 6.5 | 6.5 | $25.48 | $37.20 | $29.00 |
| Surgery Gloves Size 7.0 | 7 | $25.48 | $37.20 | $29.00 |
| Surgery Gloves Size 7.5 | 7.5 | $25.48 | $37.20 | $29.00 |
| Surgery Gloves Size 8.0 | 8 | $25.48 | $37.20 | $29.00 |

| | | | | |
|---|---|---|---|---|
| surgical blade #10 | #10 | $12.50 | $12.76 | $12.22 |
| surgical blade #15 | #15 | $12.50 | $12.76 | $12.22 |
| Surgical Caps, Bouffant type 100 | | $8.73 | $10.20 | $7.18 |
| Surgical Glue (3ml) (2ml) | | 14.45 (4.817/ml) | 11.37 (5.685/ml) | |
| Surgical Mask, Tie on 50ct | | $15.67 | $14.88 | $9.56 |
| Suture Cassette 0 absorb, monofilament, polydioxanone sy | 0 | $115.39 | $95.11 | |
| Suture Cassette 2-0 absorb, monofilament, polydioxanone sy | 2-0 | $105.19 | $80.05 | |
| Suture Cassette 3-0 absorb, monofilament, polydioxanone sy | 3-0 | $88.32 | $65.82 | |
| Suture, 0, PS absorb, violet, monofilament, 1/2c, taper, 36" | 0 | $74.74 | $63.82 | |
| Suture, 2-0, PS absorb, violet, monofilament, 1/2c, taper, 36 | 2-0 | $74.74 | $63.82 | |
| Suture, 3-0, PS absorb, violet, monofilament, 1/2c, taper, 36 | 3-0 | $74.74 | $63.82 | |
| Syringe, 10cc no needle LL 100 | 10cc | $28.26 | $10.71 | $13.62 |
| Syringe, 1cc w/needle LL 25X5/8 100 | 1cc | $26.70 | $9.71 | $11.05 |
| Syringe, 1cc w/o needle 100 | 1cc | $19.06 | $8.12 | $14.40 |
| Syringe, 30cc, (25) (50) (50) | 30cc | 24.09 (.964ea) | 19.02 (.380ea) | 21.2 (.424ea) |
| Syringe, 3cc w/needle LL 22X1 100 | 3cc | $16.42 | $6.30 | $8.32 |
| Syringe, 60cc, (25) (20) (25) | 60cc | 26.66 (1.066ea) | 22.8 (1.14ea) | 15.45 (.618ea) |
| Syringe, 6cc no needle LL (50) (100) (100) | 6cc | 10.67 (.213ea) | 8.33 (.083ea) | 11.3 (.113ea) |
| Syringe, U-100, .3cc, 29X.5" 100 | .3cc | $10.49 | $10.70 | |
| Syringe, U-100, .3cc, 31X.6mm 100 | .3cc | $10.49 | $11.85 | |
| Syringe, U-40 .5 cc, 29X.5" 100 | .5cc | $10.49 | $10.70 | |
| Tatoo Ink Green Paste 1oz | oz | $7.45 | $6.10 | |
| Tear Test, Schirmer (100) (50) | | 16.5 (.165ea) | 71.8 (1.436ea) | |
| Telfa type Non-stick Pads 100 | 3X4 inch | $18.64 | | $28.00 |
| Terbinafine (100) (30) | 100mg/ml | 9.31 (.093ea) | 3.5 (.117ea) | |
| Terramycin generic Opth Ointment 1/8oz | | $18.40 | $18.40 | |
| Tests, Canine 4Dx Plus SNAP tests IDEXX | | | | |
| Tests, Canine Heartworm tests IDEXX | | | | |
| Tests, Canine Heartworm Tests Witness ZOETIS 25 | | | $114.25 | |
| Tests, Canine Parvovirus tests IDEXX | | | | |
| Tests, FIV/FELV SNAP Tests IDEXX | | | | |
| Tests, FIV/FELV Tests Witness ZOETIS 25 | | | $489.70 | |
| Tetracaine Powder (NeoPredef equiv) 12pk | | $254.25 | $254.25 | |
| Tiletamine Zolazepam 5ml | 100mg/ml | $59.02 | $52.10 | |

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|---|---|---|---|---|
| Tobramycin eye ointment 5ml | 0.003 | $3.20 | $3.41 | |
| Tongue Depressors  500ct | | $7.67 | $5.33 | |
| Trazodone 500 | 50mg | $9.86 | $13.66 | |
| Trazodone 500 | 100mg | $15.06 | $22.93 | |
| Vaccine, Canine truCan BAPi | | $131.75 | $60.45 | |
| Vaccine, Canine truCan DAPPi +L4 | | $202.13 | $92.70 | |
| Vaccine, Feline truFel HCP | | $111.86 | $50.85 | |
| Vaccine, Rabvac 3  (50) (10) | | 109.52 (2.19ea) | 10.47 (1.047ea) | |
| Vitamin B12 (not B complex) 100ml (250ml) | 1000mcg/ml | 6.44 (.064/ml) | 13.54 (.054/ml) | |

# 24IFB24 Animal Shelter Pharmaceuticals and Clinic Supplies

| Vendor | Items |
|---|---|
| Midwest Veterinary Supply | *5,6,8,9,11,12,14,15,16,21,24,25,26,28,31,32,33,34,35,36,37,41,42,43,44,45,46,47,48,49,50,51,52,53,55,57,58,59,61,63,64,65,66,69,75,77,78,79,80,81,85,86,87,88,95,98,99,108,109,112,113,114,115,118,119,121,124,125,127,128,129,134,135,139,140,142,144,146,147,150,153,154,155,156,157,158,159,162,163,164,165,167,168,169,170,171,176,177,180,183,185,186,187,188,189,190,192,193,199,200,201,204,205,209,215,217,218,219,220,221,222,223,224,225,226,227,229,233,234,235,236,237,241,256,257,258,260,261,262,263,271,272,274,275* |
| Patterson Veterinary | *1,2,3,4,10,13,18,19,20,22,23,27,29,30,38,39,40,54,60,62,68,70,71,72,73,74,76,82,83,84,89,90,91,92,93,94,97,110,111,116,117,120,122,123,126,130,131,136,138,141,143,145,148,149,151,152,161,174,175,181,182,184,191,206,207,208,210,211,212,213,214,216,228,230,231,232,243,244,245,246,247,248,249,250,251,252,253,255,259,266,269,273,276,277,278,279,280* |
| Rally, Inc. | *7,100,101,102,103,104,105,106,107,132,133,172,173,197,198,238,239,240,242,254* |
| No Bid Awarded | *17,56,67,96,137,160,166,178,179,194,195,196,202,203,264,265,267,268,270* |

**Williamson County Regional Animal Shelter**
1855 SE Inner Loop
Georgetown, Texas 78626
Telephone 512-943-3322

February 14, 2024

**To:** **Joy Simonton/Misty Brooks-Purchasing**

From: Linda Gunter, Administrative Manager, Animal Services

Subject: Pharmaceuticals and Clinic Supplies for WCRAS

24IFB24

Re: Bid Evaluation

In response to Solicitation 24IFB24 three bids were received from companies desiring to provide pharmaceuticals and clinic supplies for the Williamson County Regional Animal Shelter.

The Animal Services staff, with Purchasing Department overview, reviewed the Bid Tabulation.

After reviewing the Bid Tabulation and considering the pricing and item offers, a decision was made to award this bid 24IFB24 on a per item basis to each of the three responding vendors Midwest Veterinary Supply, Patterson Veterinary and Rally in accordance with the attached list.

Thank you,

L. Gunter

Linda Gunter

Administrative Manager
Williamson County Regional Animal Shelter

# WILLIAMSON COUNTY
# PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Midwest Veterinary Supply, Inc.**(hereinafter "Supplier"), both of which are referred to herein as the parties The County agrees to purchase and the Supplier agrees to provide veterinary pharmaceuticals and clinic supplies described herein pursuant to the following terms, conditions, and restrictions:

## I.

**Entire Contract & Incorporated Documents; Conflicting Terms**: This Contract constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following, by order of precedence:

A. This Contract;
B. The County's Solicitation Documents for 24IFB24; and
C. Supplier's Responsive Documents.

The County reserves the right and sole discretion to determine the controlling provisions, based on the proceeding order of precedence, where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto or incorporated by reference relating to this Contract.

## II.

**Effective Date and Contract Term:** This Contract shall be in full force and effect as of the date of the last party's execution below and shall remain in effect for one (1) year ("Initial Contract Term"). At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to two (2) additional one-year terms, with the terms and conditions remaining the same.

## III.

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

## IV.

**Confidentiality:** Supplier expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

## V.

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

## VI.

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

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

## VII.

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

## VIII.

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

| | **Type of Coverage** | **Limits of Liability** |
|---|---|---|
| a. | Worker's Compensation | Statutory |

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

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

c. Automobile Liability Insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE | PER OCCURRENCE |
|---|---|
| Bodily injury | $500,000 |
| Property damage | $500,000 |

Aggregate policy limits $1,000,000

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

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

**IX.**

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

**X.**

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

**XI.**

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XII.**

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XIII.**

**Right to Audit:** Supplier 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 Supplier which are directly pertinent to the good to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Supplier agrees that the County shall have access, no more than once per year, during normal working hours to all necessary Supplier 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 Supplier reasonable advance notice of intended audits.

XIV.

**No Assignment:** Supplier may not assign this Contract without the prior written consent of the County.

XV.

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

XVI.

**Public Information:** Supplier understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVII.

**Damage to County Property:** Supplier shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Supplier and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Supplier shall notify County in writing of any such damage within one (1) calendar day.

XVIII.

**Media Releases:** Supplier shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIX.

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

SIGNATURES TO FOLLOW

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

**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 20_____

**SUPPLIER:**

Midwest Veterinary Supply, Inc.
Name of Supplier

Colleen Sachse
Authorized Signature

Colleen Sachse
Printed Name

Date: 2/5, 2024

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1122966

**Date Filed:**
02/12/2024

**Date Acknowledged:**

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

Midwest Veterinary Supply, Inc.
Lakeville, MN 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.**

24IFB24
Animal shelter pharmaceuticals and clinic supplies

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Colleen Sachse, and my date of birth is [redacted].

My address is 21467 Holyoke Ave (street), Lakeville (city), MN (state), 55044 (zip code), USA (country).

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

Executed in Dakota County, State of Minnesota, on the 12 day of 2 (month), 2024 (year).

Colleen Sachse

Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1122966

**Date Filed:**
02/12/2024

**Date Acknowledged:**
02/12/2024

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

Midwest Veterinary Supply, Inc.
Lakeville, MN 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.**

24IFB24
Animal shelter pharmaceuticals and clinic supplies

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

# WILLIAMSON COUNTY
# PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Patterson Veterinary Supply, Inc.** (hereinafter "Supplier"), both of which are referred to herein as the parties The County agrees to purchase and the Supplier agrees to provide veterinary pharmaceuticals and clinic supplies described herein pursuant to the following terms, conditions, and restrictions:

## I.

**Entire Contract & Incorporated Documents; Conflicting Terms**: This Contract constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following, by order of precedence:

A. This Contract;
B. The County's Solicitation Documents for 24IFB24; and
C. Supplier's Responsive Documents.

The County reserves the right and sole discretion to determine the controlling provisions, based on the proceeding order of precedence, where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto or incorporated by reference relating to this Contract.

## II.

**Effective Date and Contract Term:** This Contract shall be in full force and effect as of the date of the last party's execution below and shall remain in effect for one (1) year ("Initial Contract Term"). At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to two (2) additional one-year terms, with the terms and conditions remaining the same.

III.

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

IV.

**Confidentiality:** Supplier expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

V.

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

VI.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SUPPLIER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SUPPLIER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. 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, SUPPLIER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST THIRD-PARTY CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES, ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OF SUPPLIER AND ANYONE EMPLOYED BY THEM.

## VII.

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

## VIII.

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

| **Type of Coverage** | **Limits of Liability** |
|---|---|
| a. Worker's Compensation | Statutory |

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

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Comprehensive General Liability (*including premises, completed operations and contractual*) | $1,000,000 | $1,000,000 |

Aggregate policy limits: $2,000,000

c. Automobile Liability Insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE | PER OCCURRENCE |
|---|---|
| Bodily injury | $500,000 |
| Property damage | $500,000 |

Aggregate policy limits $1,000,000

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

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

**IX.**

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

**X.**

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

**XI.**

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XII.**

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XIII.**

**Right to Audit:** Supplier 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 Supplier which are directly pertinent to the good to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Supplier agrees that the County shall have access, no more than once per year, during normal working hours to all necessary Supplier 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 Supplier reasonable advance notice of intended audits.

**XIV.**

**No Assignment:** Supplier may not assign this Contract without the prior written consent of the County.

**XV.**

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

**XVI.**

**Public Information:** Supplier understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

**XVII.**

**Damage to County Property:** Supplier shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Supplier and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Supplier shall notify County in writing of any such damage within one (1) calendar day.

**XVIII.**

**Media Releases:** Supplier shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

**XIX.**

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

SIGNATURES TO FOLLOW

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

**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 20_____

**SUPPLIER:**

Patterson Veterinary
Name of Supplier

Authorized Signature

Danielle Armstrong
Printed Name

Date: ~~Feb~~ 16th, 2024

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1125051

**Date Filed:**
02/16/2024

**Date Acknowledged:**

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

Patterson Veterinary
Loveland, CO 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 Regional Animal Shelter

**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.**

24IFB24
animal shelter pharmaceuticals and clinic supplies

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| N/a | | | |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Danielle Armstrong, and my date of birth is [redacted].

My address is 1300 Lions Leir (street), Leander (city), TX (state), 78641 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 16 day of February (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1125051

**Date Filed:**
02/16/2024

**Date Acknowledged:**
02/16/2024

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

Patterson Veterinary
Loveland, CO 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 Regional Animal Shelter

**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.**

24IFB24
animal shelter pharmaceuticals and clinic supplies

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

# WILLIAMSON COUNTY
# PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS PURCHASE CONTRACT FOR ANIMAL SHELTER PHARMACEUTICALS AND CLINIC SUPPLIES** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Rally, Inc.** (hereinafter "Supplier"), both of which are referred to herein as the parties The County agrees to purchase and the Supplier agrees to provide veterinary pharmaceuticals and clinic supplies described herein pursuant to the following terms, conditions, and restrictions:

**I.**

**Entire Contract & Incorporated Documents; Conflicting Terms**: This Contract constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following, by order of precedence:

A. This Contract; and
B. The County's Solicitation Documents for 24IFB24.

The County reserves the right and sole discretion to determine the controlling provisions, based on the proceeding order of precedence, where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto or incorporated by reference relating to this Contract.

**II.**

**Effective Date and Contract Term:** This Contract shall be in full force and effect as of the date of the last party's execution below and shall remain in effect for one (1) year ("Initial Contract Term"). At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to two (2) additional one-year terms, with the terms and conditions remaining the same.

**III.**

**Prompt Payment Act Compliance:** Payment for the goods shall be governed by Chapter

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

**IV.**

**Confidentiality:** Supplier expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**V.**

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

**VI.**

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

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

## VII.

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

## VIII.

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

| **Type of Coverage** | **Limits of Liability** |
|---|---|
| a. Worker's Compensation | Statutory |

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

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

c. Automobile Liability Insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE | PER OCCURRENCE |
|---|---|
| Bodily injury | $500,000 |
| Property damage | $500,000 |
| Aggregate policy limits | $1,000,000 |

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

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

**IX.**

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

**X.**

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

**XI.**

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XII.**

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XIII.**

**Right to Audit:** Supplier 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 Supplier

which are directly pertinent to the good to be provided under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Supplier agrees that the County shall have access, no more than once per year, during normal working hours to all necessary Supplier 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 Supplier reasonable advance notice of intended audits.

**XIV.**

**No Assignment:** Supplier may not assign this Contract without the prior written consent of the County.

**XV.**

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

**XVI.**

**Public Information:** Supplier understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

**XVII.**

**Damage to County Property:** Supplier shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Supplier and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Supplier shall notify County in writing of any such damage within one (1) calendar day.

**XVIII.**

**Media Releases:** Supplier shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

**XIX.**

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

SIGNATURES TO FOLLOW

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

**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 20_____

**SUPPLIER:**

Rally Inc.
Name of Supplier

Authorized Signature

Bobby Rodriguez
Printed Name

Date: February 15, 2024

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1124422

**Date Filed:**
02/15/2024

**Date Acknowledged:**
02/15/2024

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

Rally, Inc.
Houston, 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.**

24IFB24
Animal Shelter Pharmaceuticals and Clinic Supplies

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| LaMatta, Umberto | Houston, TX United States | X | |
| | | | |
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| | | | |

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

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1124422

**Date Filed:**
02/15/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Rally, Inc.
Houston, 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.**
24IFB24
Animal Shelter Pharmaceuticals and Clinic Supplies

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| LaMatta, Umberto | Houston, TX United States | X | |
| | | | |
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| | | | |

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

**6 UNSWORN DECLARATION**

My name is Bobby Rodriguez, and my date of birth is [redacted].

My address is 5213 Tacoma Drive Bldg C (street), Houston (city), TX (state), 77041 (zip code), USA (country).

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

Executed in Harris County, State of Texas, on the 15th day of February (month), 2024 (year).

Bobby Rodriguez

Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **51.**

**Meeting Date:** 02/27/2024

Approval of Amendment to Rental Agreement for Stalker Radar from Safeware, Inc. for Sheriff's Office

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving Amendment #2024106 between Williamson County and Safeware, Inc. for the amount of $375,840.00, and authorizing the execution of the Amendment.

### Background

The Stalker Radar lease from Safeware, Inc. was approved by Commissioners Court on 10.31.2023, item #36, under Omnia contract #440008468. The approval of this Amendment will benefit the Williamson County Sheriff's Office with the lease of products designed for Public Safety and Emergency Preparedness and Related Service. The original lease agreement showed a contract term of 11.01.23-10.31.27. The amendment only edits those dates to 04.01.24-03.31.28. Funding source is 01.0100.0560.004623 as per FY24 budget. The department point of contact is Assistant Chief James David. The original Form 1295 is attached.

## Fiscal Impact

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

## Attachments

Safeware Amendment and Quote

Form 1295 Safeware

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 01:46 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:01 PM |
| Purchasing (Originator) | Joy Simonton | 02/22/2024 09:47 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 10:00 AM |
| Form Started By: Misty Brooks | | Started On: 02/08/2024 08:06 AM |
| Final Approval Date: 02/22/2024 | | |

# AMENDMENT TO WILLIAMSON COUNTY RENTAL AGREEMENT

(Safeware, Inc.)

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS AMENDMENT TO WILLIAMSON COUNTY RENTAL AGREEMENT** (hereinafter "Amendment") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Safeware, Inc.** (hereinafter "Vendor"), both of which are referred to herein as the parties.

RECITALS

**WHEREAS**, the County and Vendor previously executed a Williamson County Rental Agreement (the "Agreement"), effective on November 2, 2023, wherein Vendor agreed to lease equipment for a term of four year beginning on November 1, 2023 and ending on October 31, 2027;

**WHEREAS**, County desires to amend the lease term;

**NOW, THEREFORE**, premises considered, the Parties agree that the Agreement is amended as follows:

AGREEMENT

I. Section II, Term, of the Agreement shall be amended as follows:

**Term**: The Vendor agrees to lease the goods described in Exhibit "A" for a term of four (4) years beginning on April 1, 2024 and ending on March 31, 2028.

II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in fill force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's

execution hereof.

**WILLIAMSON COUNTY:**

_____
Judge Bill Gravell, Jr.
County Judge

Date: _____, 20

**SAFEWARE, INC.:**

Diana M. Mularky
Printed Name

Diana M. Mularky
Authorized Signature

Date: February 6, 2024

# QUOTATION

Safeware, Inc.
801 W 116th Ave Ste 400
Westminster, CO 80234-3624
US
303-322-3577
www.safewareinc.com

| Order Number | |
|---|---|
| [redacted] | |
| Order Date | Page |
| 02/07/2024 10:51:59 | 1 of 2 |

Quote Expires On: 03/08/2024

**Contract No:** OMNIA Contract #4400008468

**Bill To:** **Customer ID:** 89073

Williamson County Sheriffs Office
508 South Rock Street
Georgetown, TX 78626

**Ship To:**

Williamson County Sheriffs Office
508 South Rock Street
Georgetown, TX 78626

512-943-1100

| *PO Number* | *Taker* | *Email* |
|---|---|---|
| 4 yr rental-2024-01-31 14:01:54 | Vicky Garcia | vgarcia@safewareinc.com |
| ***Freight Terms*** | ***Phone*** | ***Fax*** |
| Freight Paid | | |
| ***Sales Representative*** | | |
| Dane Williams | | |

| *Quantities* | | | | | *Item ID* / *Item Description* | *Pricing UOM* / *Unit Size* | *Unit Price* | *Extended Price* |
|---|---|---|---|---|---|---|---|---|
| *Ordered* | *Allocated* | *Remaining* | *UOM* / *Unit Size* | *Disp.* | | | | |
| 1.00 | 0.00 | 1.00 | EA | | D_WILLIAMS | EA | 0.00 | 0.00 |
| | | | | 1.0 | For questions concerning this proposal please contact your local Safeware territory Manager Dane Williams<br>Direct line: 936-446-6919<br>Safeware Office: 800-341-9408<br>Email: dwilliams@safewareinc.com | 1.0 | | |
| 1.00 | 0.00 | 1.00 | EA | | OMNIA | EA | 0.00 | 0.00 |
| | | | | 1.0 | OMNIA Contract #4400008468<br>Lead Agency: Fairfax County, VA<br>Public Safety and Emergency Preparedness<br>Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed.<br>*Register with OMNIA at www.omniapartners.com/publicsector | 1.0 | | |
| 864.00 | 0.00 | 864.00 | EA | | STL 807-0001-00-RENT | EA | 87.50 | 75,600.00 |
| | | | | 1.0 | DSR 2X Radar w/ Fast Lock - Rental<br>$87.50 - per unit - per year for 4 years - 18 units | 1.0 | | |
| 3,552.00 | 0.00 | 3,552.00 | EA | | STL 805-0022-00-RENT | EA | 60.50 | 214,896.00 |
| | | | | 1.0 | Dual Antenna Radar System - Rental Unit<br>$60.50 - per unit - per year for 4 years - 74 units | 1.0 | | |
| 240.00 | 0.00 | 240.00 | EA | | STL 803-0005-00-RENT | EA | 44.50 | 10,680.00 |

# QUOTATION

Safeware, Inc.
801 W 116th Ave Ste 400
Westminster, CO 80234-3624
US
303-322-3577
www.safewareinc.com

| Order Number | |
|---|---|
| [redacted] | |
| Order Date | Page |
| 02/07/2024 10:51:59 | 2 of 2 |

Quote Expires On: 03/08/2024

**Contract No:** OMNIA Contract #4400008468

| Quantities | | | | | Item ID / Item Description | Pricing UOM / Unit Size | Unit Price | Extended Price |
|---|---|---|---|---|---|---|---|---|
| Ordered | Allocated | Remaining | UOM / Unit Size | Disp. | | | | |
| | | | | 1.0 | Stalker II Stationary Radar -Rental Unit<br>$44.50 - per unit - per year for 4 years - 5 units | 1.0 | | |
| 240.00 | 0.00 | 240.00 | EA | | STL 807-0009-00-RENT | EA | 93.50 | 22,440.00 |
| | | | | 1.0 | DSR 2X 2015-2020 BMW1200 RT-P Motorcycle<br>$93.50 - per unit - per year for 4 years - 5 units | 1.0 | | |
| 48.00 | 0.00 | 48.00 | EA | | STL 807-0015-00-RENT | EA | 93.50 | 4,488.00 |
| | | | | 1.0 | DSR 2X Motorcycle Package - Rental Unit<br>$93.50 - per unit - per month for 4 years - 1 units | 1.0 | | |
| 624.00 | 0.00 | 624.00 | EA | | STL 808-6125-00-RENT | EA | 76.50 | 47,736.00 |
| | | | | 1.0 | Stalker Lidar RLR - Rental Unit<br>$76.50 - per unit - per month for 4 years - 13 units | 1.0 | | |
| 20.00 | 0.00 | 20.00 | EA | | STL 155-2211-00-RENT | EA | 0.00 | 0.00 |
| | | | | 1.0 | Remote Display Interconnect Cable, 10' | 1.0 | | |

*Total Lines: 9*

| | |
|---|---|
| ***SUB-TOTAL:*** | 375,840.00 |
| ***TAX:*** | 0.00 |
| ***AMOUNT DUE:*** | **375,840.00** |

*Actual freight added per freight terms*

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1126875

**Date Filed:**
02/22/2024

**Date Acknowledged:**
02/22/2024

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

Safeware, Inc.
Lanham, MD 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.**

2024126
Stalker Lease

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1126875

**Date Filed:**
02/22/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Safeware, Inc.
Lanham, MD 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.**
2024126
Stalker Lease

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
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**5 Check only if there is NO Interested Party.** [X]

**6 UNSWORN DECLARATION**

My name is Diana M. Mularky, and my date of birth is [redacted].

My address is 16759 Sheridan Pkwy (street), Broomfield (city), CO (state), 80023 (zip code), USA (country).

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

Executed in Adams County, State of Colorado, on the 22 day of February (month), 20 24 (year).

Diana M. Mularky
Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **52.**

**Meeting Date:** 02/27/2024

Approval of Purchase of Ammunition from USAVetAmmo for the Sheriff's Office

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving Purchase #2024132 for 151,500 rounds of 9MM ammunition from USAVetAmmo in the amount of $56,000.00, pursuant to BuyBoard contract #698-23, and authorizing execution of the quote.

### Background

Approval of this item will benefit the Williamson County Sheriff's Office at the Deputy A.W. Grimes Training Center. Funding source is 01.0100.0560.003004 as per FY24 Budget. Department contact is Deputy John Kidwell.

## Fiscal Impact

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

## Attachments

USAVetAmmo Quote

Form 1295 USAVetAmmo

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing (Originator) | Joy Simonton | 02/21/2024 02:19 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 02:20 PM |
| Form Started By: Misty Brooks | | Started On: 02/20/2024 09:46 AM |
| Final Approval Date: 02/21/2024 | | |

# QUOTE

USAVETAMMO
For when the 1st shot counts.

QUOTE # [redacted]
BUYBOARD CONTRACT NUMBER: 698-23
DATE: 2/10/2024


**USAVETAMMO**

2507 CR 153
Georgetown, TX 78626
(512)653-6148
kkillens@usavetammo.com


**TO** *Officer John Kidwell*
*Starla Hall*
*Williamson County Sheriff's Dept,*
*Williamson County, Texas*

| SALESPERSON | CUSTOMER | PAYMENT TERMS | DUE DATE |
|---|---|---|---|
| N/A | Williamson County Sheriff's Department | Due on receipt | TBD |

| QTY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|---|---|---|---|
| 151,500 Rounds | 9MM, 124 gr TMJ, Brass Case | $0.37 | $56,000.00 |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | **SUBTOTAL** | $56,000.00 |
| | | **SALES TAX** | $0.00 |
| | | **TOTAL** | $56,000.00 |

**THANK YOU FOR YOUR BUSINESS!**

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1125328

**Date Filed:**
02/19/2024

**Date Acknowledged:**
02/20/2024

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

USAVETAMMO
Georgetown, TX United States

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

Williamson County Sherrif's Office

**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.**

2024132
9MM 124 gr TMJ ammo

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Killens, Brenda | Georgetown, TX United States | X | |
| Killens, Kevin | Georgetown, TX United States | X | |
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**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

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

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2024-1125328

**Date Filed:**
02/19/2024

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
USAVETAMMO
Georgetown, TX United States

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

**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.**
2024132
9MM 124 gr TMJ ammo

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Killens, Brenda | Georgetown, TX United States | X | |
| Killens, Kevin | Georgetown, TX United States | X | |
| | | | |
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| | | | |

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

**6 UNSWORN DECLARATION**

My name is Kevin Killens, and my date of birth is [redacted].

My address is 2507 CR 153 (street), Georgetown (city), TX (state), 78626 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 19th day of February (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **53.**

**Meeting Date:** 02/27/2024

Park Donations BA Rev 02-27-24

**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 revenues for Park Donations.

### Background

This is for donation collections for September 20, 2023 through December 31, 2023. Donations include $646.65 in general donations.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.367403 | Park Donations | $646.65 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/14/2024 10:24 AM |
| Form Started By: Ganae Hempe | | Started On: 02/07/2024 11:12 AM |
| Final Approval Date: 02/14/2024 | | |

**Commissioners Court - Regular Session** **54.**

**Meeting Date:** 02/27/2024

Park Donations BA Exp 02-27-24

**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 Park Donations.

### Background

This is for donation collections for September 20, 2023 through December 31, 2023. Donations include $646.65 in general donations.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0510.003670 | Use of Donations | $646.65 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/14/2024 10:24 AM |
| Form Started By: Ganae Hempe | | Started On: 02/07/2024 11:17 AM |
| Final Approval Date: 02/14/2024 | | |

**Commissioners Court - Regular Session** **55.**

**Meeting Date:** 02/27/2024

2019 Park Bond Transfer

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving a 2019 Park Bond Transfer to close P562 (Expo Center Support Amenities) and move the remaining funds of $1,855,977.26 to P635 (West Arena and Amenities).

### Background

This transfer is necessary to close P562 (Expo Center Support Amenities).

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:40 AM |
| Form Started By: Tomika Lynce | | Started On: 02/22/2024 11:23 AM |
| Final Approval Date: 02/22/2024 | | |

**Commissioners Court - Regular Session** **56.**

**Meeting Date:** 02/27/2024

Receive the February 2024 Construction Summary Report and PowerPoint Presentation

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Receive the February 2024 Construction Summary Report and PowerPoint Presentation.

**Background**

---

**Fiscal Impact**

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

**Attachments**

February 2024 PowerPoint Presentation

February 2024 Construction Summary Report

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:28 AM |
| Form Started By: Marie Walters | | Started On: 02/22/2024 10:39 AM |
| Final Approval Date: 02/22/2024 | | |

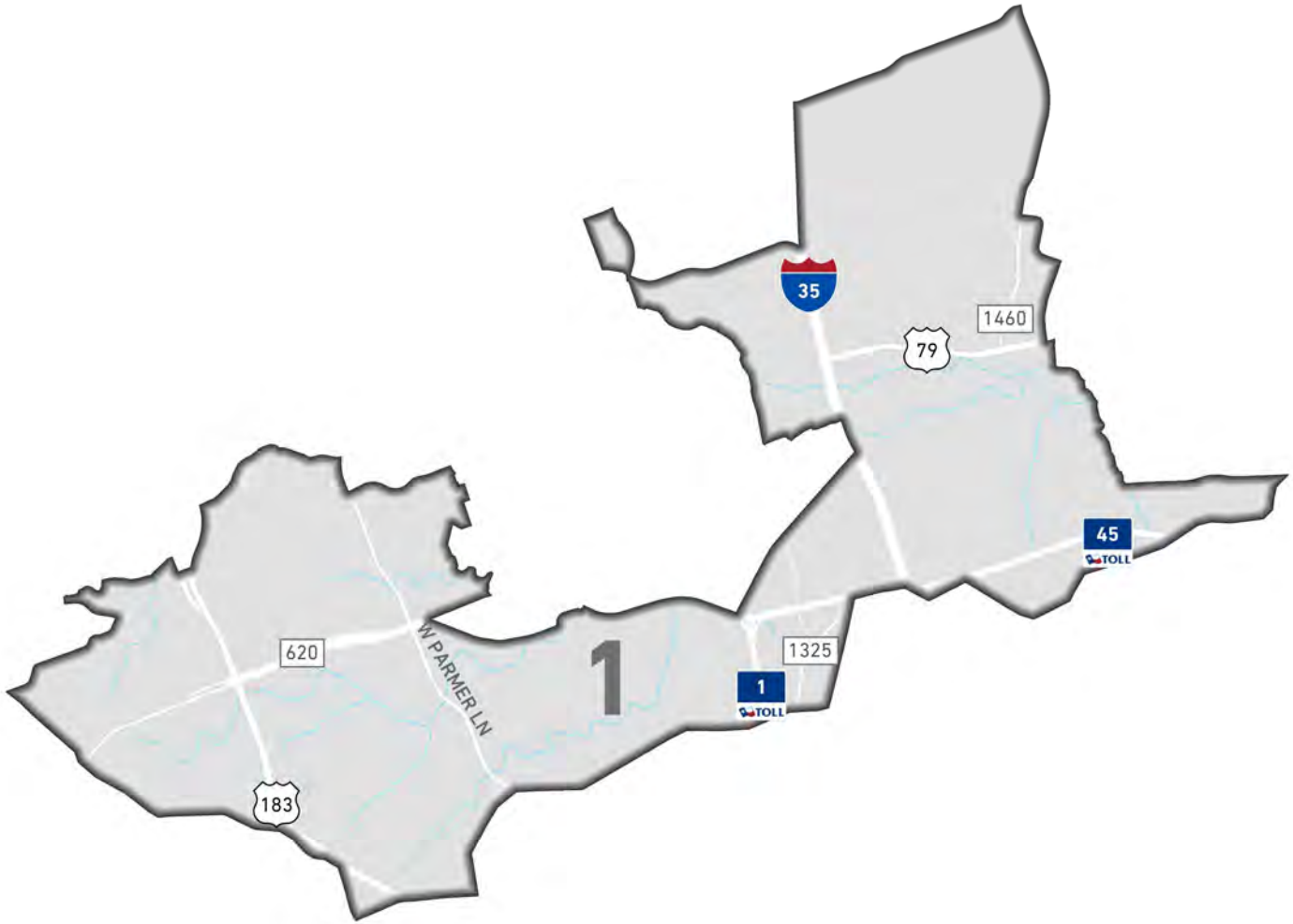
# Williamson County Commissioners Court

## Road Bond Program
## February 27, 2024

WILCO TEXAS

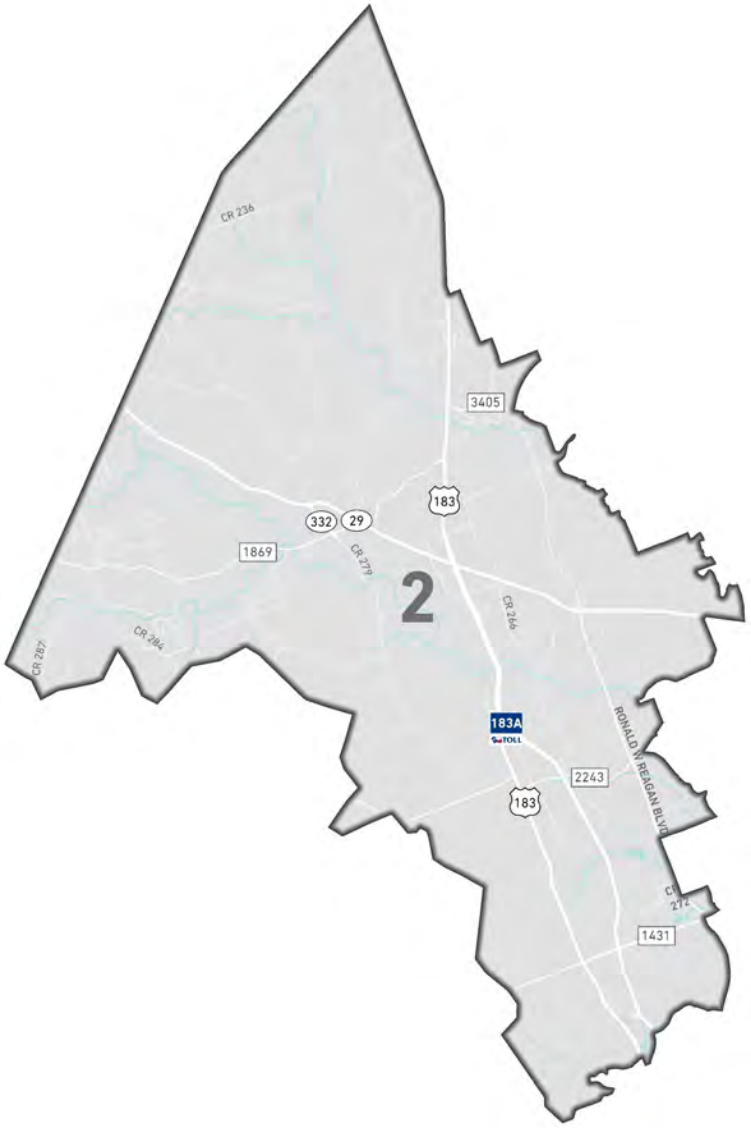
HNTB

# Precinct 1



No Active
Construction Projects

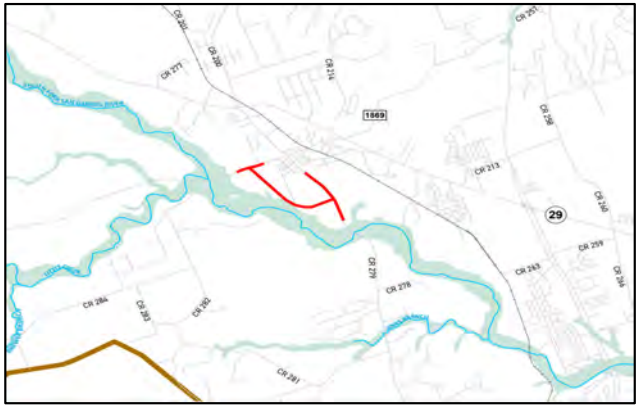
# Precinct 2


CR 236
3405
183
332
29
1869
CR 279
2
CR 246
CR 284
CR 287
183A
TOLL
RONALD W REAGAN BLVD
2243
183
1431

# Liberty Hill (SH 29) Bypass

Substantially Complete

Fall 2025




Original Contract Price = $14,149,449.00

Total Change Orders to Date = $0.00

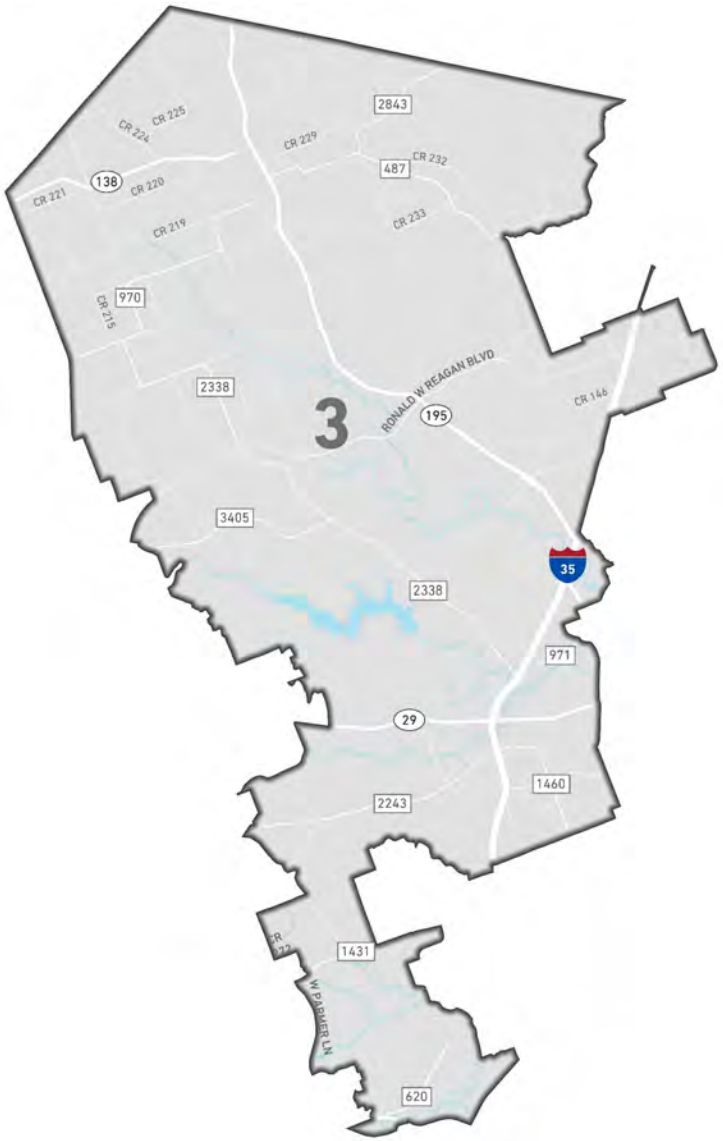
Adjusted Contract Price = $14,149,449.00

Expenditures to Date = $0.00 (0%)

# Liberty Hill (SH 29) Bypass

# Liberty Hill (SH 29) Bypass

# Precinct 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 219
CR 233
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PALMER LN
620

# CR 111 Westinghouse Road

Anticipated Completion
Spring 2024

Original Contract Price = $21,024,332.88
Total Change Orders to Date = $1,524,252.53
Adjusted Contract Price = $22,548,585.41
Expenditures to Date = $18,465,728.20 (82%)

# CR 111 Westinghouse Road

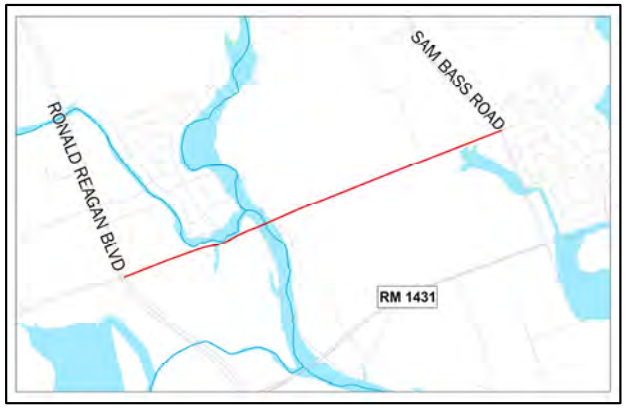
# CR 111 Westinghouse Road

# CR 111 Westinghouse Road

# New Hope Drive Phase 2A

Anticipated Completion

Spring 2024




Partnership with the City of Cedar Park

Original Contract Amount = $22,619,961.16

Construction is managed by the City of Cedar Park

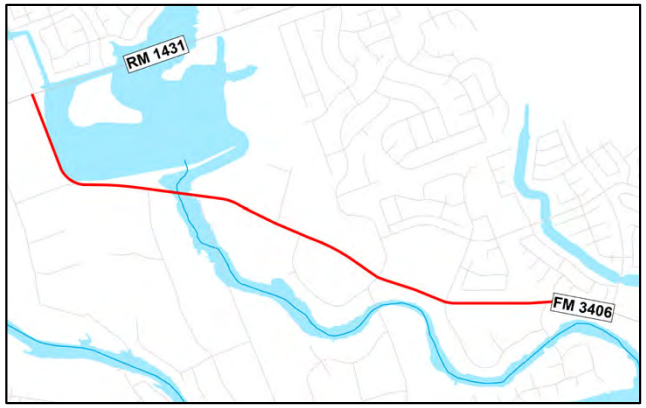
# New Hope Drive Phase 2A

# New Hope Drive Phase 2A

# Corridor H/Sam Bass
# (RM 1431 to Wyoming Springs Drive)

Anticipated Completion

Fall 2025




Original Contract Price = $36,145,959.00

Total Change Orders to Date = -$2,388,828.12

Adjusted Contract Price = $33,757,130.88

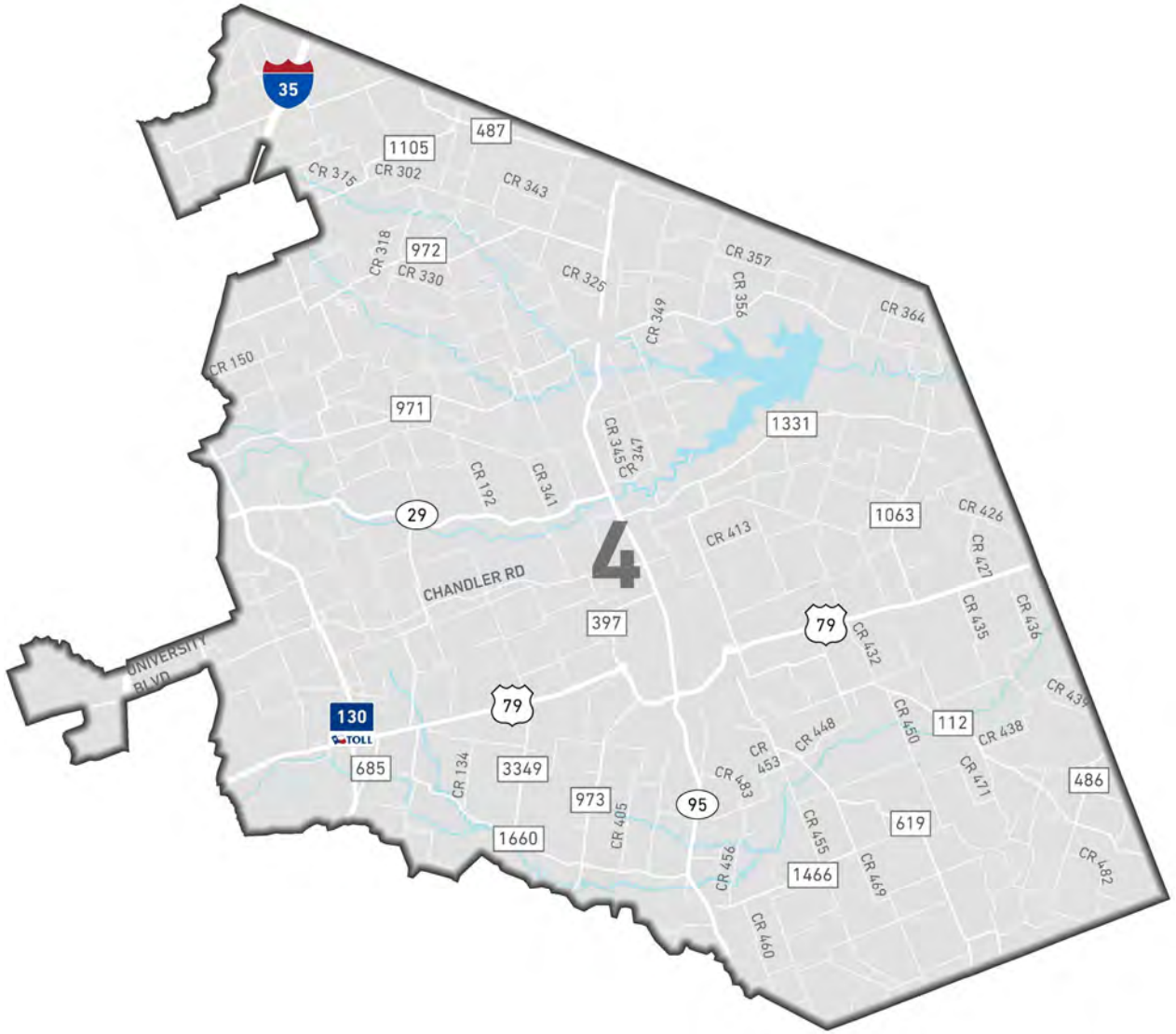
Expenditures to Date = $5,559,354.52 (16%)

# Corridor H/Sam Bass
# (RM 1431 to Wyoming Springs Drive)

# Corridor H/Sam Bass
# (RM 1431 to Wyoming Springs Drive)

# Corridor H/Sam Bass
# (RM 1431 to Wyoming Springs Drive)

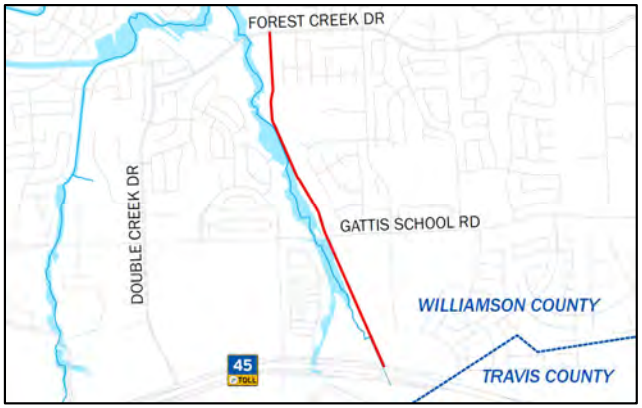
# Precinct 4


4
35
1105
487
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
UNIVERSITY BLVD
130
TOLL
79
CR 439
CR 450
112
CR 438
CR 448
CR 453
CR 483
685
CR 134
3349
973
95
CR 471
486
CR 405
1660
CR 455
619
CR 456
1466
CR 469
CR 482
CR 460

# Kenney Fort Boulevard – Seg. 2 and 3
# (Forest Creek Drive to SH 45)

Anticipated Completion

Early 2024




Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

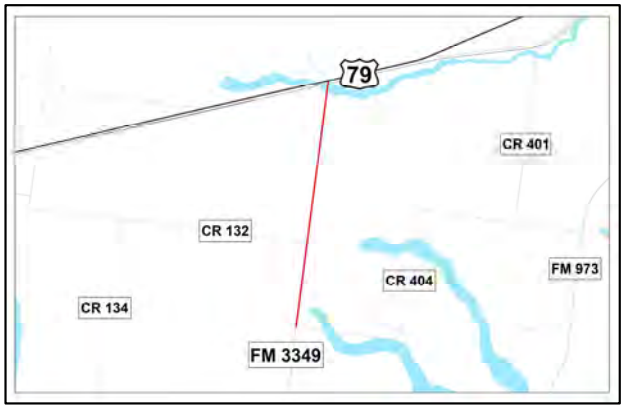
# Kenney Fort Boulevard – Seg. 2 and 3
# (Forest Creek Drive to SH 45)

# Kenney Fort Boulevard – Seg. 2 and 3
# (Forest Creek Drive to SH 45)

# East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

Anticipated Completion

Summer 2025 (Roadwork)




Original Contract Amount = $81,941,038.13

Total Change Orders = $1,814,414.32

Adjusted Contract Price = $ 83,755,452.45

Expenditures to Date = $38,589,420.48 (46%)

# East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

# East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

# East Wilco Highway (FM 3349 / US 79 Interchange)
# (US 79 to CR 404)

# CR 366 Reconstruction
# (Chandler Road to Carlos G. Parker Blvd.)

Anticipated Completion

Summer 2024

Original Contract Amount = $17,694,262.46

Total Change Orders = $93,578.30

Adjusted Contract Price = $17,787,840.76

Expenditures to Date = $9,141,597.06 (52%)

# CR 366 Reconstruction
# (Chandler Road to Carlos G. Parker Blvd.)

WILCO TEXAS

# CR 366 Reconstruction
# (Chandler Road to Carlos G. Parker Blvd.)

# CR 366 Reconstruction
# (Chandler Road to Carlos G. Parker Blvd.)

WILCO TEXAS

# Corridor C / SH 29 Bypass
# (Sam Houston Avenue at Patriot Way to SH 29)

Anticipated Completion

Fall 2025

Original Contract Amount = $30,540,848.03

Total Change Orders = $0.00

Adjusted Contract Price = $30,540,848.03

Expenditures to Date = $9,207,449.72 (30%)

# Corridor C / SH 29 Bypass
# (Sam Houston Avenue at Patriot Way to SH 29)

# Corridor C / SH 29 Bypass
# (Sam Houston Avenue at Patriot Way to SH 29)

# Corridor C / SH 29 Bypass
# (Sam Houston Avenue at Patriot Way to SH 29)

WILCO TEXAS

# CR 332 Realignment
# (South of FM 487 to North of CR 313)

Anticipated Completion

Fall 2024

Original Contract Amount = $2,545,345.00

Total Change Orders = $0.00

Adjusted Contract Price = $2,545,345.00

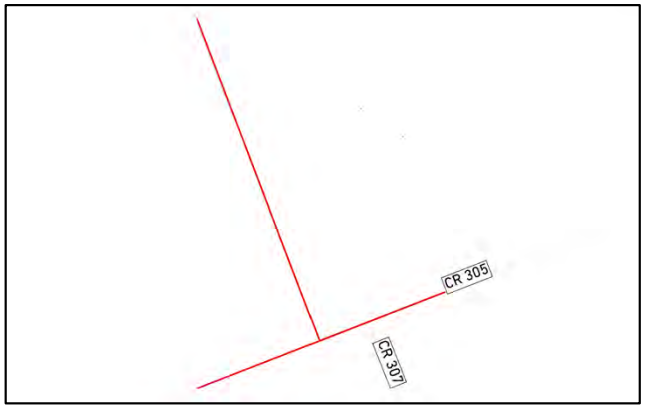
Expenditures to Date = $0.00 (0%)

# CR 332 Realignment
# (South of FM 487 to North of CR 313)

# CR 307 Reconstruction
# (CR 307 North of CR 305)

Anticipated Completion

Spring 2024




Original Contract Amount = $2,796,832.80

Total Change Orders = $10,447.50

Adjusted Contract Price = $2,807,280.30

Expenditures to Date = $2,473,722.20 (87%)

# CR 307 Reconstruction
# (CR 307 North of CR 305)

# ROAD BOND PROGRAM

## Construction Summary Report

County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

# January 2024

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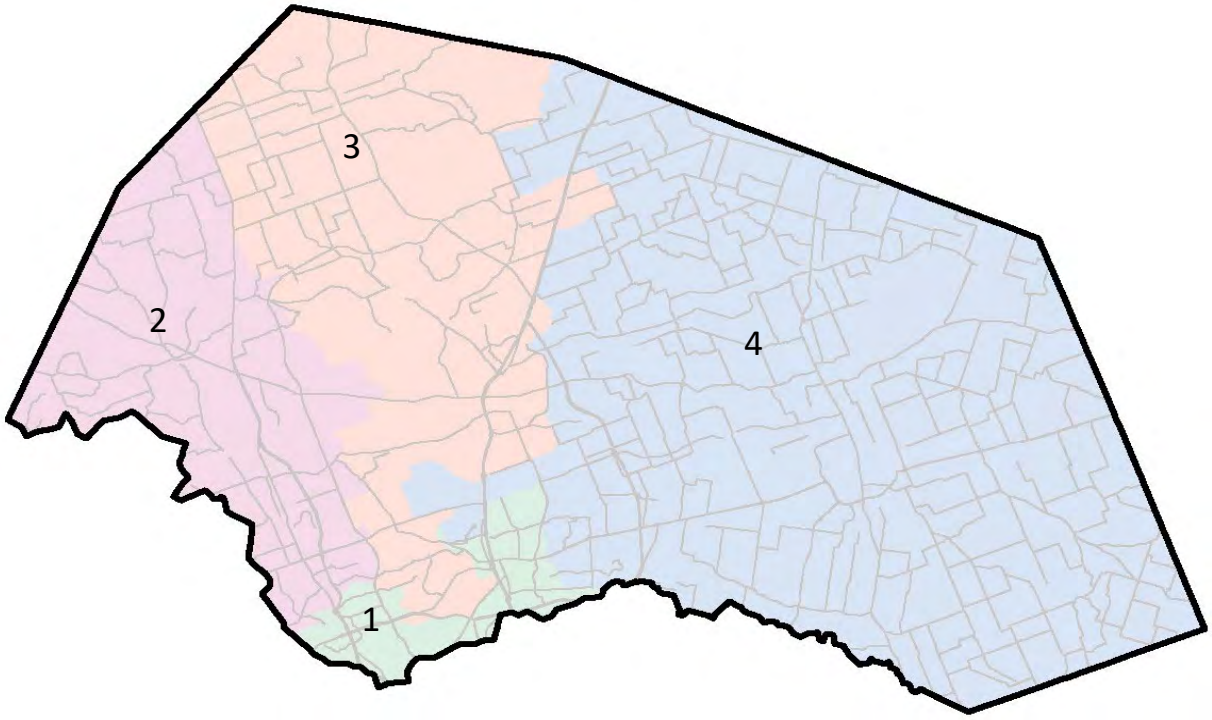
Volume XXVII - Issue No.1




**Presented By:** HNTB

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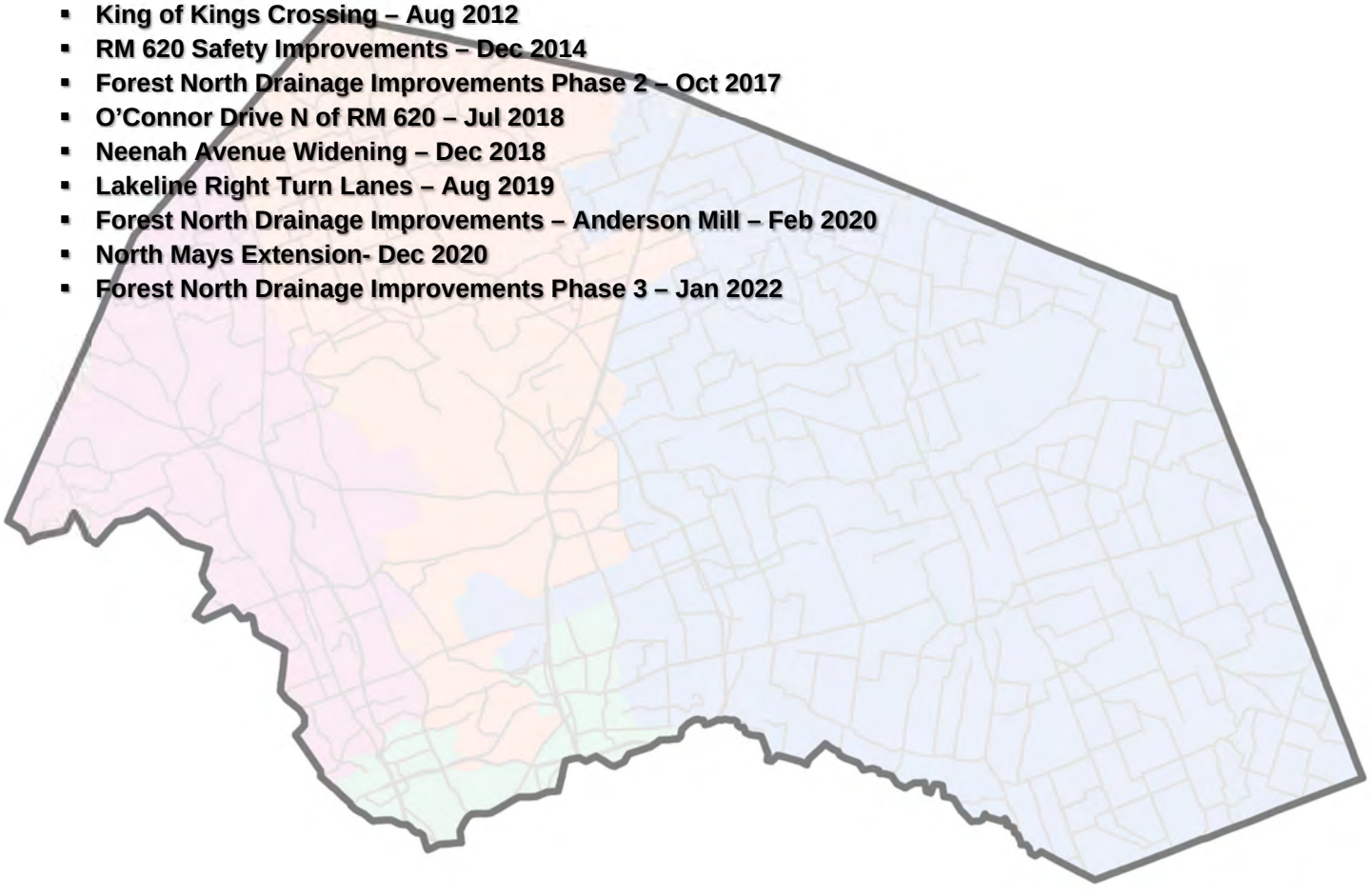
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2024

## Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**



# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2024

### Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**
- **Ronald Reagan Safety Improvements – July 2023**
- **CR 258 Extension – Dec 2023**

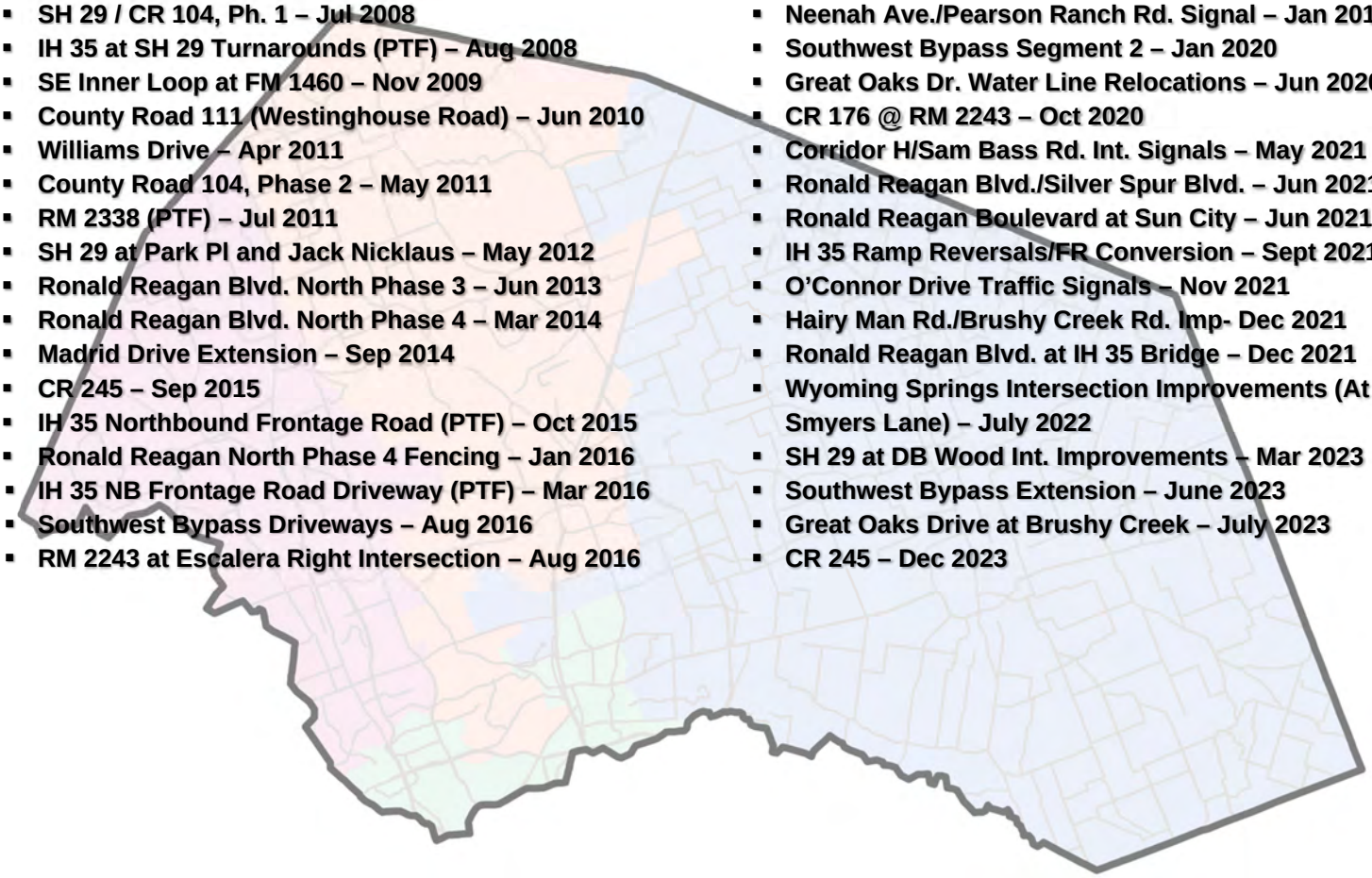
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2024

### Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
- SH 29 at DB Wood Int. Improvements – Mar 2023
- Southwest Bypass Extension – June 2023
- Great Oaks Drive at Brushy Creek – July 2023
- CR 245 – Dec 2023



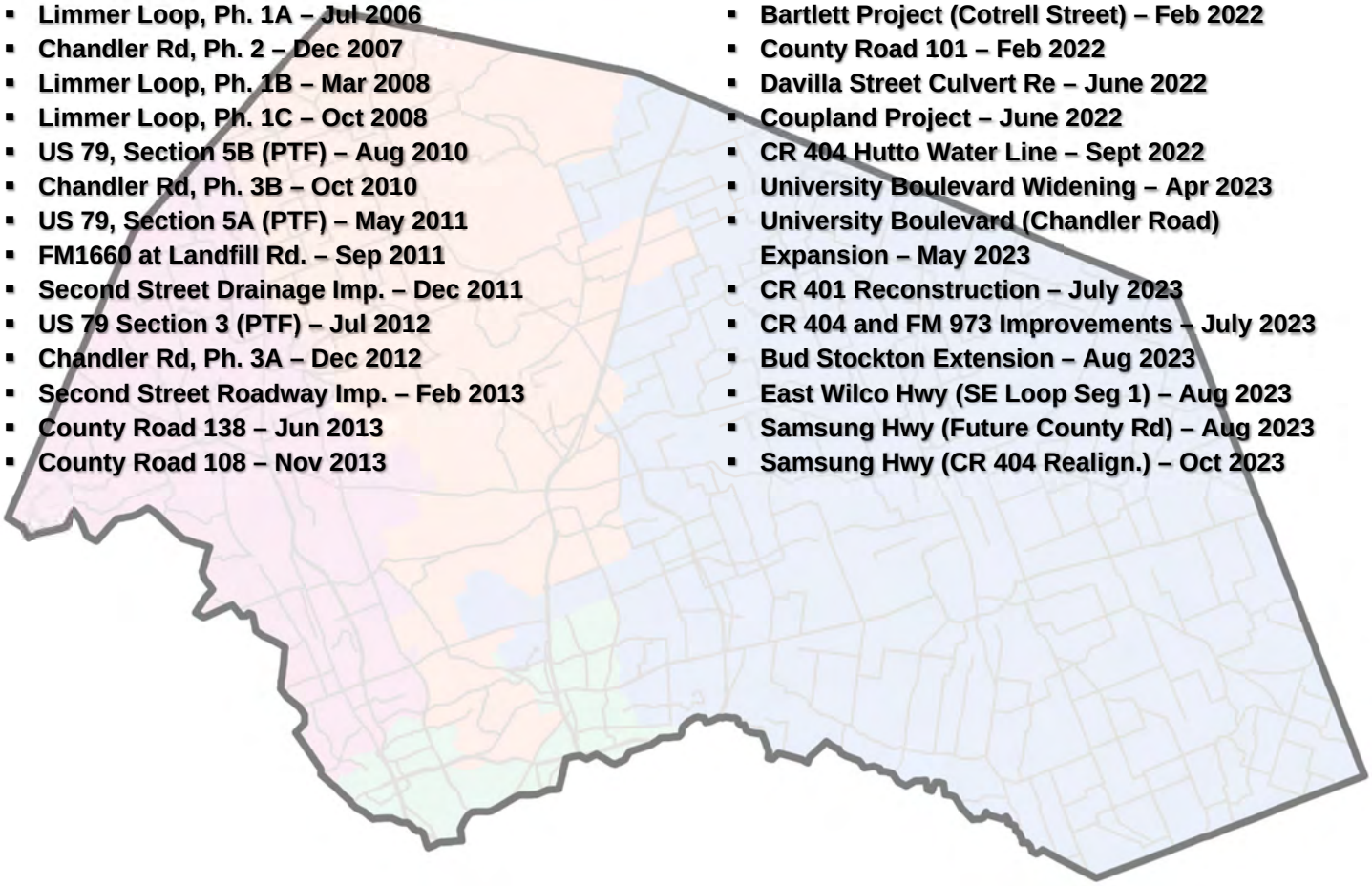
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

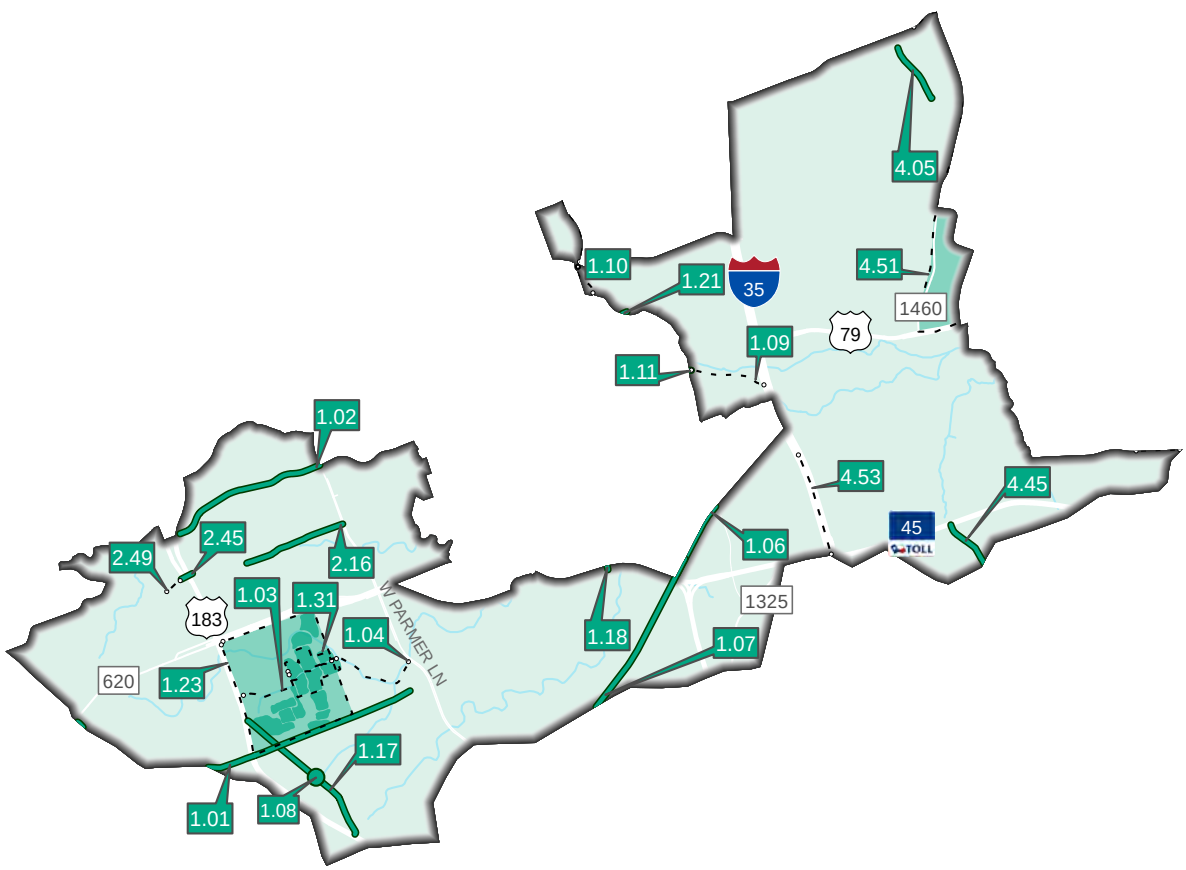
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2024

### Precinct 4

- **Bridge RPLs (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge RPL – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Imp. – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Imp. – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail– Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **CR Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Re – June 2022**
- **Coupland Project – June 2022**
- **CR 404 Hutto Water Line – Sept 2022**
- **University Boulevard Widening – Apr 2023**
- **University Boulevard (Chandler Road) Expansion – May 2023**
- **CR 401 Reconstruction – July 2023**
- **CR 404 and FM 973 Improvements – July 2023**
- **Bud Stockton Extension – Aug 2023**
- **East Wilco Hwy (SE Loop Seg 1) – Aug 2023**
- **Samsung Hwy (Future County Rd) – Aug 2023**
- **Samsung Hwy (CR 404 Realign.) – Oct 2023**



# 2000/2006 Road Bond Program Projects
## Precinct 1 - Commissioner Cook



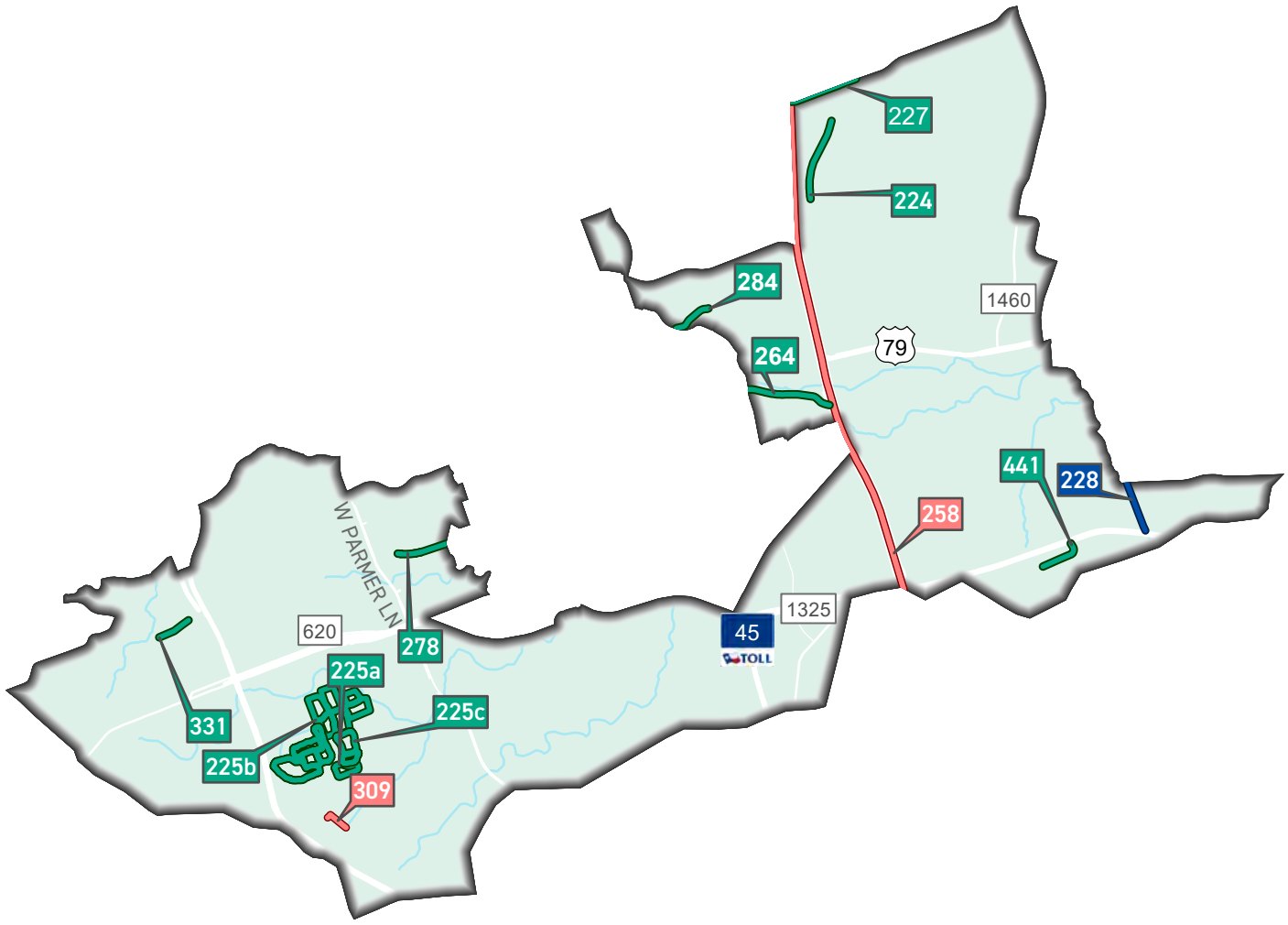

### Completed/Open to Traffc

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1 ----
1.04 Lake Creek Drainage - Phase 2 ----
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility ----
1.10 Wyoming Springs North ----
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes ----
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis ----

---- Study

# 2013 ROAD BOND PROGRAM PROJECTS

## Precinct 1 - Commissioner Cook




### In Design

258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements

### Under Construction/Bidding

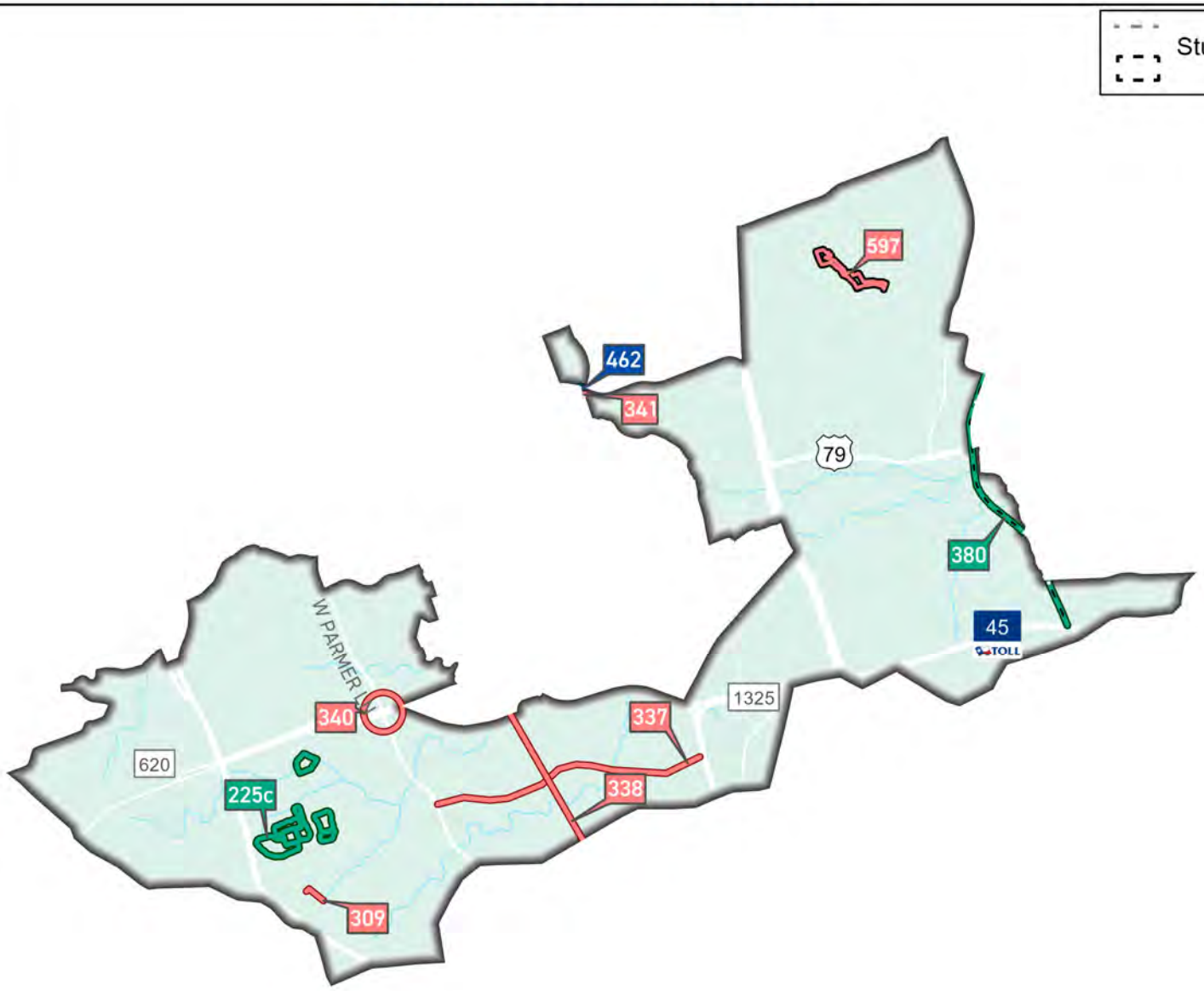
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

### Completed/Open to Traffic

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
227 University Boulevard Widening (IH 35 to Sunrise Road)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

# 2019 ROAD BOND PROGRAM PROJECTS

## Precinct 1 - Commissioner Cook




### In Design

309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734 - Loop 1)
338 RM 620/SH 45 Intersection to McNeil Road
340 Parmer Lane at SH 45 Interchange
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
597 Chandler Branch Tributary 3 - Channel Improvements Project

### Under Construction/Bidding

462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

### Completed/Open to Traffic

225c Forest North Drainage Improvements Phase 3
380 MoKan (University Boulevard to SH 45)

**Project Name: North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)**
**Project No. 1810-265** Original Contract Price = $10,775,835.75

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 11/14/2018 | 12/4/2018 | 1/18/2019 | 1/28/2019 | 12/16/2020 | | | 410 | 279 | 689 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 1/28/2019 | 1/31/2019 | 4 | $523,139.40 | $523,139.40 | $58,126.60 | $58,126.60 | 5 | 1 |
| 2 | 2/1/2019 | 2/28/2019 | 28 | $2,584.80 | $525,724.20 | $287.20 | $58,413.80 | 5 | 5 |
| 3 | 3/1/2019 | 4/30/2019 | 61 | $102,281.40 | $628,005.60 | $11,364.60 | $69,778.40 | 6 | 13 |
| 4 | 5/1/2019 | 5/31/2019 | 31 | $593,318.74 | $1,221,324.34 | $65,924.30 | $135,702.70 | 12 | 18 |
| 5 | 6/1/2019 | 6/30/2019 | 30 | $188,661.93 | $1,409,986.27 | $20,962.44 | $156,665.14 | 13 | 22 |
| 6 | 7/1/2019 | 7/31/2019 | 31 | $590,007.31 | $1,999,993.58 | $65,556.37 | $222,221.51 | 19 | 27 |
| 7 | 8/1/2019 | 8/31/2019 | 31 | $628,396.35 | $2,628,389.93 | $69,821.82 | $292,043.33 | 25 | 31 |
| 8 | 9/1/2019 | 9/30/2019 | 30 | $2,393,911.61 | $5,022,301.54 | $265,990.17 | $558,033.50 | 47 | 36 |
| 9 | 10/1/2019 | 10/31/2019 | 31 | $724,961.48 | $5,747,263.02 | $80,551.28 | $638,584.78 | 54 | 40 |
| 10 | 11/1/2019 | 11/30/2019 | 30 | $378,890.89 | $6,126,153.91 | $42,098.99 | $680,683.77 | 58 | 45 |
| 11 | 12/1/2019 | 12/31/2019 | 31 | $341,316.16 | $6,467,470.07 | $37,924.02 | $718,607.79 | 61 | 49 |
| 12 | 1/1/2020 | 1/31/2020 | 31 | $258,548.22 | $6,726,018.29 | $28,727.58 | $747,335.37 | 64 | 54 |
| 13 | 2/1/2020 | 2/29/2020 | 29 | $191,886.33 | $6,917,904.62 | $21,320.70 | $768,656.07 | 65 | 58 |
| 14 | 3/1/2020 | 3/31/2020 | 31 | $176,371.44 | $7,094,276.06 | $19,596.83 | $788,252.90 | 67 | 62 |
| 15 | 4/1/2020 | 4/30/2020 | 30 | $395,476.16 | $7,489,752.22 | $43,941.79 | $832,194.69 | 71 | 67 |
| 16 | 5/1/2020 | 5/31/2020 | 31 | $277,797.27 | $7,767,549.49 | $30,866.36 | $863,061.05 | 73 | 71 |
| 17 | 6/1/2020 | 6/30/2020 | 30 | $385,340.38 | $8,152,889.87 | $42,815.60 | $905,876.65 | 77 | 75 |
| 18 | 7/1/2020 | 7/31/2020 | 31 | $418,604.43 | $8,571,494.30 | $46,511.61 | $952,388.26 | 81 | 80 |
| 19 | 8/1/2020 | 8/31/2020 | 31 | $202,731.51 | $8,774,225.81 | $22,525.72 | $974,913.98 | 83 | 84 |
| 20 | 9/1/2020 | 9/30/2020 | 30 | $117,670.32 | $8,891,896.13 | $13,074.48 | $987,988.46 | 84 | 89 |
| 21 | 10/1/2020 | 10/31/2020 | 31 | $305,827.52 | $9,197,723.65 | $33,980.83 | $1,021,969.29 | 87 | 93 |
| 22 | 11/1/2020 | 11/30/2020 | 30 | $190,635.28 | $9,388,358.93 | $21,181.70 | $1,043,150.99 | 89 | 98 |
| 23 | 12/1/2020 | 12/31/2020 | 16 | $338,985.41 | $9,727,344.34 | $37,665.05 | $1,080,816.04 | 92 | 100 |
| 24 | 1/1/2021 | 2/28/2021 | 0 | $165,603.43 | $9,892,947.77 | $18,400.38 | $1,099,216.42 | 94 | 100 |
| 25 | 3/1/2021 | 5/31/2021 | 0 | $1,535,933.64 | $11,428,881.41 | -$1,099,216.42 | $0.00 | 97 | 100 |
| 26 | 6/1/2021 | 12/31/2021 | 0 | $18,800.00 | $11,447,681.41 | $0.00 | $0.00 | 97 | 100 |
| 27 | 1/1/2022 | 5/31/2022 | 0 | $264,978.20 | $11,712,659.61 | $0.00 | $0.00 | 99.67 | 100 |
| 28 | 6/1/2022 | 12/31/2022 | 0 | $37,397.98 | $11,750,057.59 | $0.00 | $0.00 | 99.99 | 100 |

1/31/2024 Comments - Working on project close-out activities.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 5/5/2020 | $0.00 | $0.00 |

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 5/5/2020 | $24,898.11 | $ 24,898.11 |

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 10/6/2020 | $67,872.45 | $ 92,770.56 |

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 10/6/2020 | $21,002.40 | $ 113,772.96 |

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 2/23/2021 | $194,528.81 | $ 308,301.77 |

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 6 | 3/23/2021 | $364,733.96 | $ 673,035.73 |

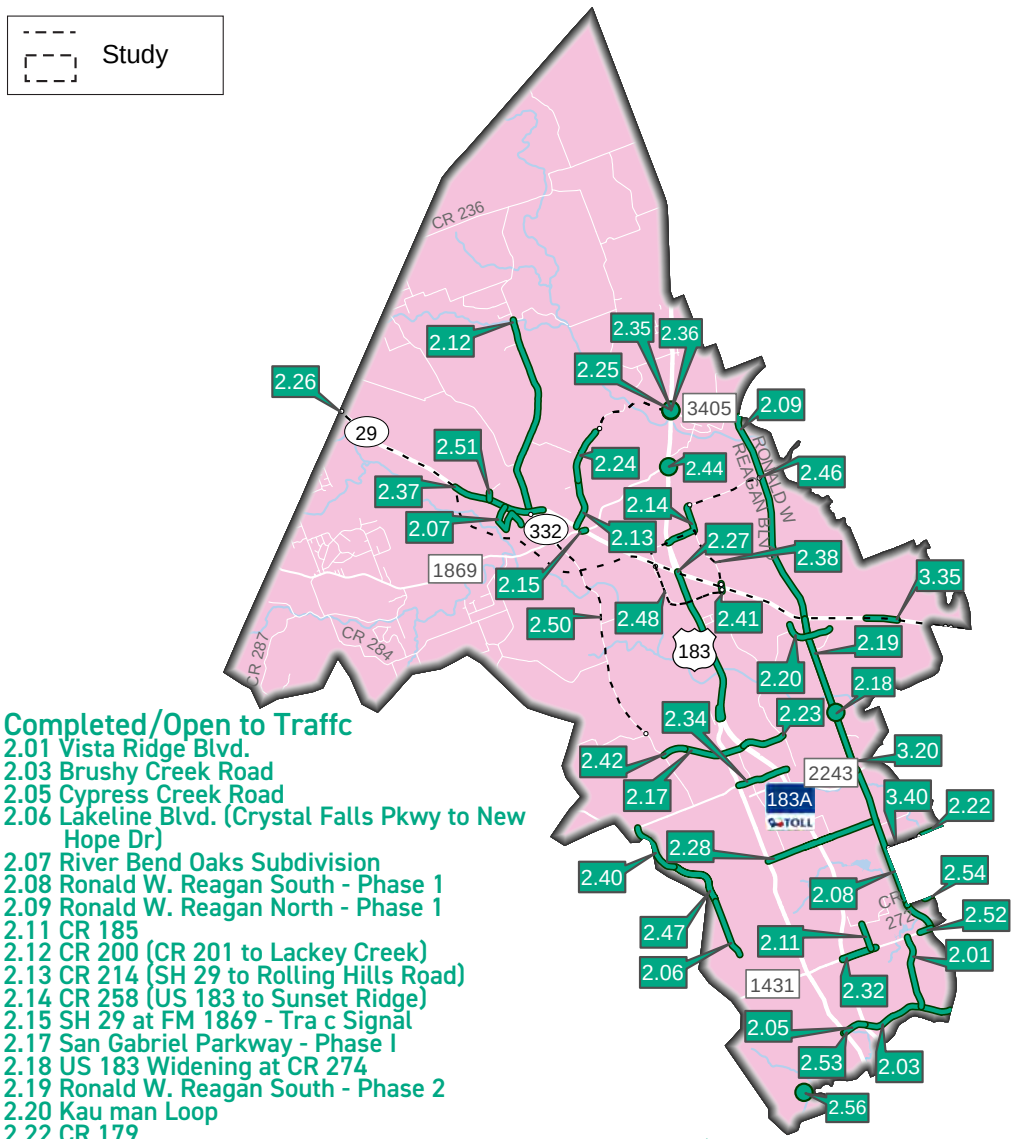
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 7 | 4/12/2022 | $302,109.20 | $ 975,144.93 |

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the interim final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds items to compensate the contractor for various work including installation of soil stabilization measures under the bridge. 4B: Third Party Accommodation. Third party requested work. This Change Order also adds a Force Account item to pay for the installation of Oncor illumination poles, wire and conduit south of the bridge.

Adjusted Price = $11,750,980.68

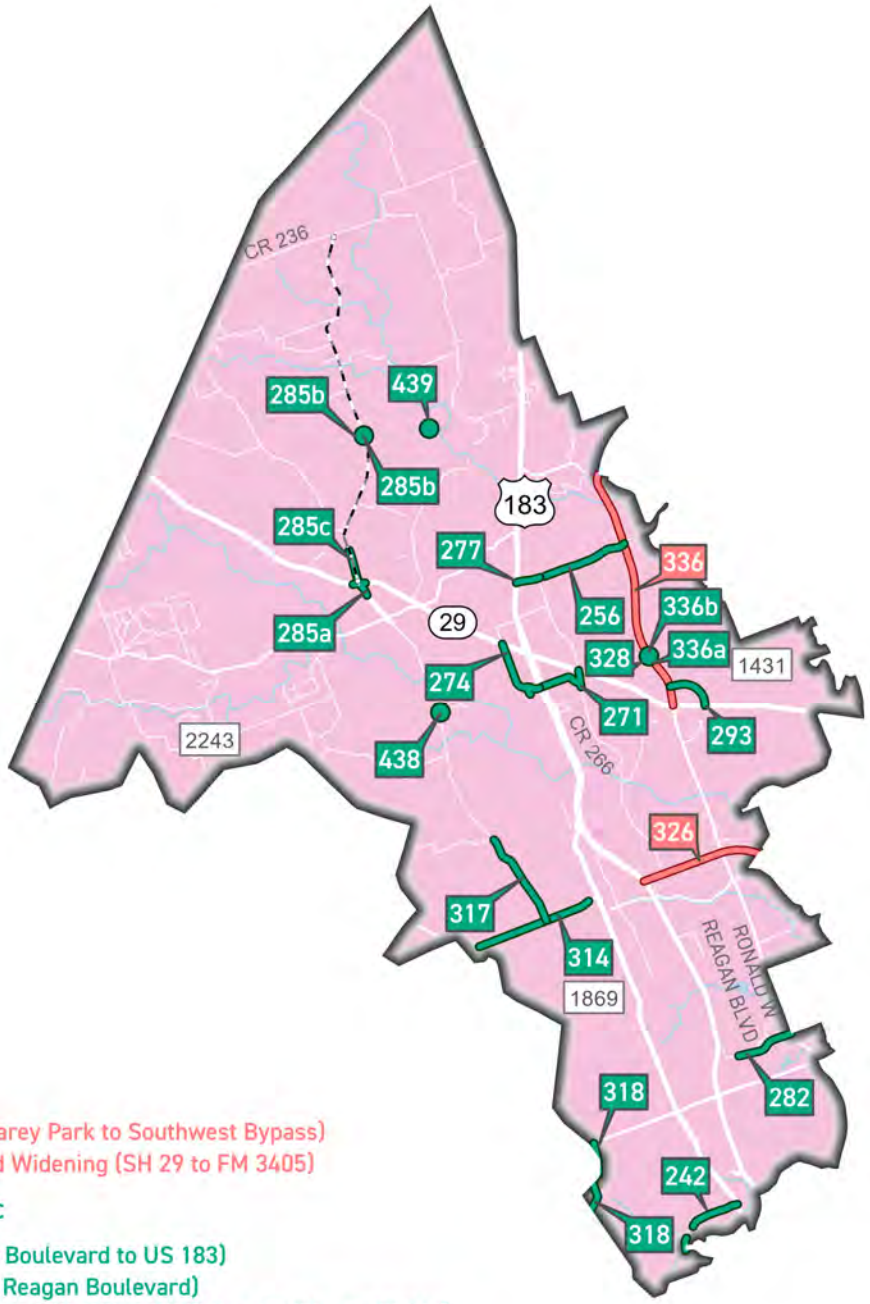
# 2000/2006 Road Bond Program Projects
## Precinct 2 - Commissioner Long




### Completed/Open to Traffc
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Tra c Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic ----
2.26 SH 29 Improvements and Schematic ----
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Tra c Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements ----
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ----
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) ----
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ----
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

# 2013 ROAD BOND PROGRAM PROJECTS

## Precinct 2 - Commissioner Long




### In Design

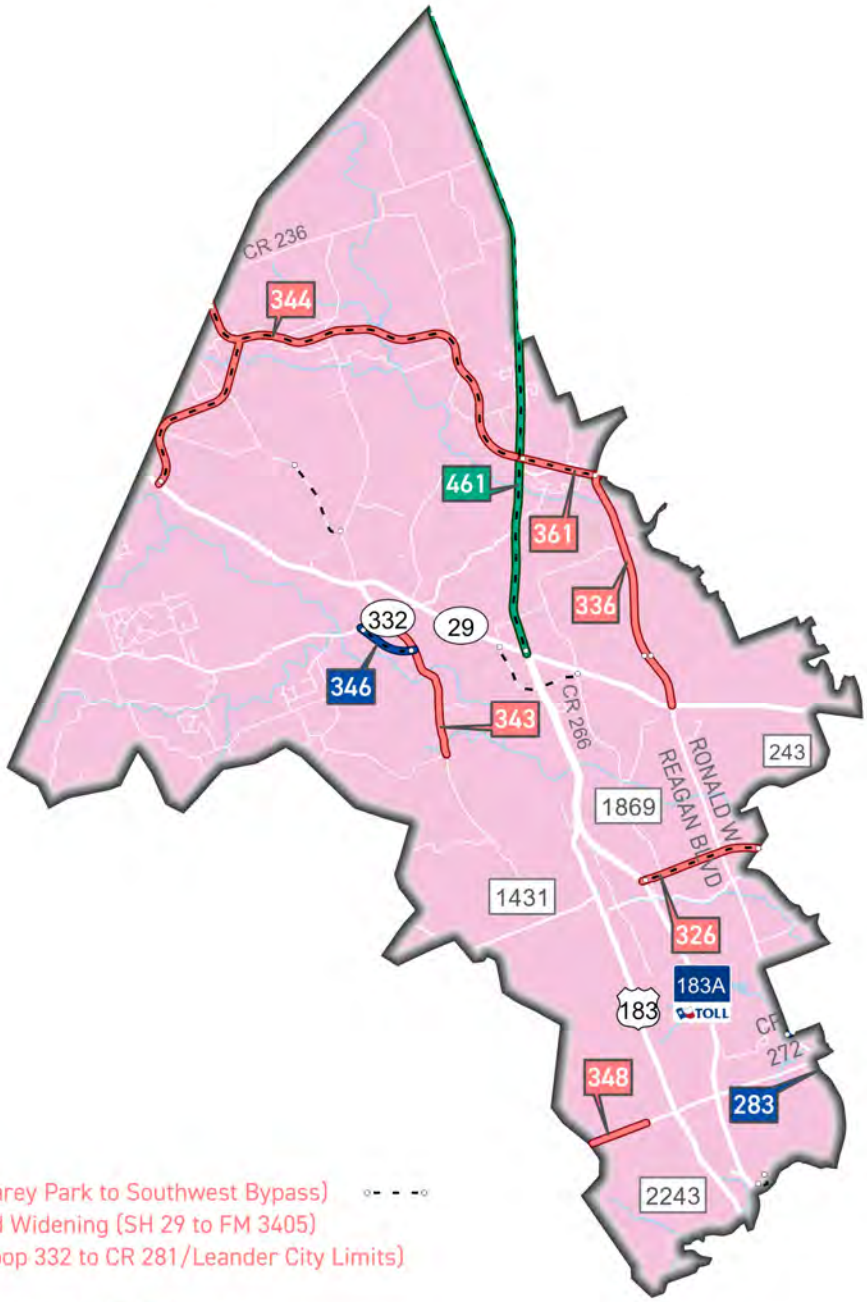
326 RM 2243 Realignment (Garey Park to Southwest Bypass)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

### Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

# 2019 ROAD BOND PROGRAM PROJECTS

## Precinct 2 - Commissioner Long




### In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
343 Bagdad Road /CR 279 (Loop 332 to CR 281/Leander City Limits) to Sam Bass Road)
344 Corridor I2 (Burnet County Line to US 183)
348 Whitestone Boulevard Widening (Bagdad Road to Anderson Mill Road)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)

### Under Construction/Bidding

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

### Completed/Open to Traffic

461 Corridor F/US 183 (Williamson/Burnet County Line to SH 29)

**Project Name: CR 258 Extension**
**Project No. 22IFB141**

Original Contract Price = $5,836,754.36

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 9/14/2022 | 9/27/2022 | 11/28/2022 | 12/8/2022 | | | | 395 | -29 | 366 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 11/1/2022 | 11/30/2022 | 0 | $47,590.20 | $47,590.20 | $5,287.80 | $5,287.80 | 1 | 0 |
| 2 | 12/1/2022 | 1/31/2023 | 55 | $536,565.20 | $584,155.40 | $59,618.36 | $64,906.16 | 10 | 15 |
| 3 | 2/1/2023 | 2/28/2023 | 28 | $463,314.38 | $1,047,469.78 | $51,479.37 | $116,385.53 | 17 | 23 |
| 4 | 3/1/2023 | 3/31/2023 | 31 | $354,614.85 | $1,402,084.63 | $39,401.65 | $155,787.18 | 23 | 31 |
| 5 | 4/1/2023 | 4/30/2023 | 30 | $455,839.20 | $1,857,923.83 | $50,648.80 | $206,435.98 | 31 | 39 |
| 6 | 5/1/2023 | 5/31/2023 | 31 | $1,166,374.04 | $3,024,297.87 | $129,597.12 | $336,033.10 | 50 | 48 |
| 7 | 6/1/2023 | 6/30/2023 | 30 | $1,003,480.88 | $4,027,778.75 | -$124,044.74 | $211,988.36 | 64 | 56 |
| 8 | 7/1/2023 | 7/31/2023 | 31 | $614,801.35 | $4,642,580.10 | $32,357.96 | $244,346.32 | 73 | 64 |
| 9 | 8/1/2023 | 8/31/2023 | 31 | $170,332.60 | $4,812,912.70 | $8,964.87 | $253,311.19 | 76 | 73 |
| 10 | 9/1/2023 | 9/30/2023 | 30 | $192,986.82 | $5,005,899.52 | $10,157.21 | $263,468.40 | 79 | 81 |
| 11 | 10/1/2023 | 10/31/2023 | 31 | $175,527.78 | $5,181,427.30 | $9,238.30 | $272,706.70 | 82 | 90 |
| 12 | 11/1/2023 | 11/30/2023 | 30 | $235,724.29 | $5,417,151.59 | $12,406.54 | $285,113.24 | 86 | 98 |
| 13 | 12/1/2023 | 12/31/2023 | 14 | $252,218.57 | $5,669,370.16 | $13,274.66 | $298,387.90 | 89 | 102 |
| 14 | 1/1/2024 | 1/31/2024 | 0 | $268,770.72 | $5,938,140.88 | -$177,201.35 | $121,186.55 | 91 | 102 |

1/31/2024 Comments- The contractor continued working on punch list items. Waiting on plant establishment and certification of the vegetative filter strips.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 11/11/2022 | $ - | $ - |

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the Contract to require that City of Georgetown, (collectively referred to as the "City") be an additional insured to Joe Bland Construction's, L.P. (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the City to the Contractor's insurance was in the terms and conditions of the Interlocal Agreement between the City and Williamson County.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 11/22/2022 | $ 422,565.69 | $ 422,565.69 |

3. County Convenience 3F: Additional Work Desired By The County: This Change Order adds items to the Contract for safety improvements needed at Ronald Reagan and Elizabeth Parkway. Ronald Reagan will be widened along the west side of the roadway to allow for a left turn lane into Elizabeth Parkway.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 6/6/2023 | 22,263.50 | 444,829.19 |

4D. Third Party Accommodation. Other. This Change Order compensates the Contractor for additional work to install sleeves for future utilities across CR 258 and Questa Trail. The payment will be split between the Developer and Williamson County. This method of payment was agreed on between the Developer and Williamson County.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 8/1/2023 | -153,292.00 | 291,537.19 |

5A. Contractor exercises option to change the traffic control plan. This Change Order removes the unnecessary traffic control and construction items from the Contract, per the agreement to completely close existing CR 258 for the duration of Summer. This Change Order also revises the Disincentive dollar amount in the Project Construction Manual to $1,250/day. 1B. Design Error or Omission. This Change Order also revises the Unit of Measure for the asphalt items that were added in Change Order #2.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 9/14/2023 | 539,623.96 | 831,161.15 |

4B.Third Party Accommodation. Third party requested work. This Change Order provides payment to the contractor for widening the eastbound pavement, adding a right turn lane/driveway into Liberty Hill's proposed High School, and relocating an existing water line out from under the new Liberty Hill High School driveway. LHISD will reimburse the County 100%.

Adjusted Price = $6,667,915.51

**Project Name: Ronald Reagan at Elizabeth Park Temporary Signals**
**Project No. 23IFB21**

Original Contract Price = $216,902.22

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 2/7/2023 | 2/28/2023 | 4/7/2023 | 4/17/2023 | 7/6/2023 | | | 135 | | 135 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 4/1/2023 | 4/30/2023 | 14 | $30,069.40 | $30,069.40 | $3,341.04 | $3,341.04 | 15 | 10 |
| 2 | 5/1/2023 | 5/31/2023 | 31 | $64,940.18 | $95,009.58 | $7,215.58 | $10,556.62 | 48 | 33 |
| 3 | 6/1/2023 | 6/30/2023 | 30 | $86,210.24 | $181,219.82 | -$1,018.73 | $9,537.89 | 88 | 56 |
| 4 | 7/1/2023 | 7/31/2023 | 6 | $12,277.51 | $193,497.33 | -$5,588.96 | $3,948.93 | 91 | 60 |
| 5 | 8/1/2023 | 12/21/2023 | 0 | $17,195.08 | $210,692.41 | $350.92 | $4,299.85 | 99 | 60 |

1/31/2024 Comments - Close out process is under way.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 5/24/2023 | $28,245.75 | $ 28,245.75 |

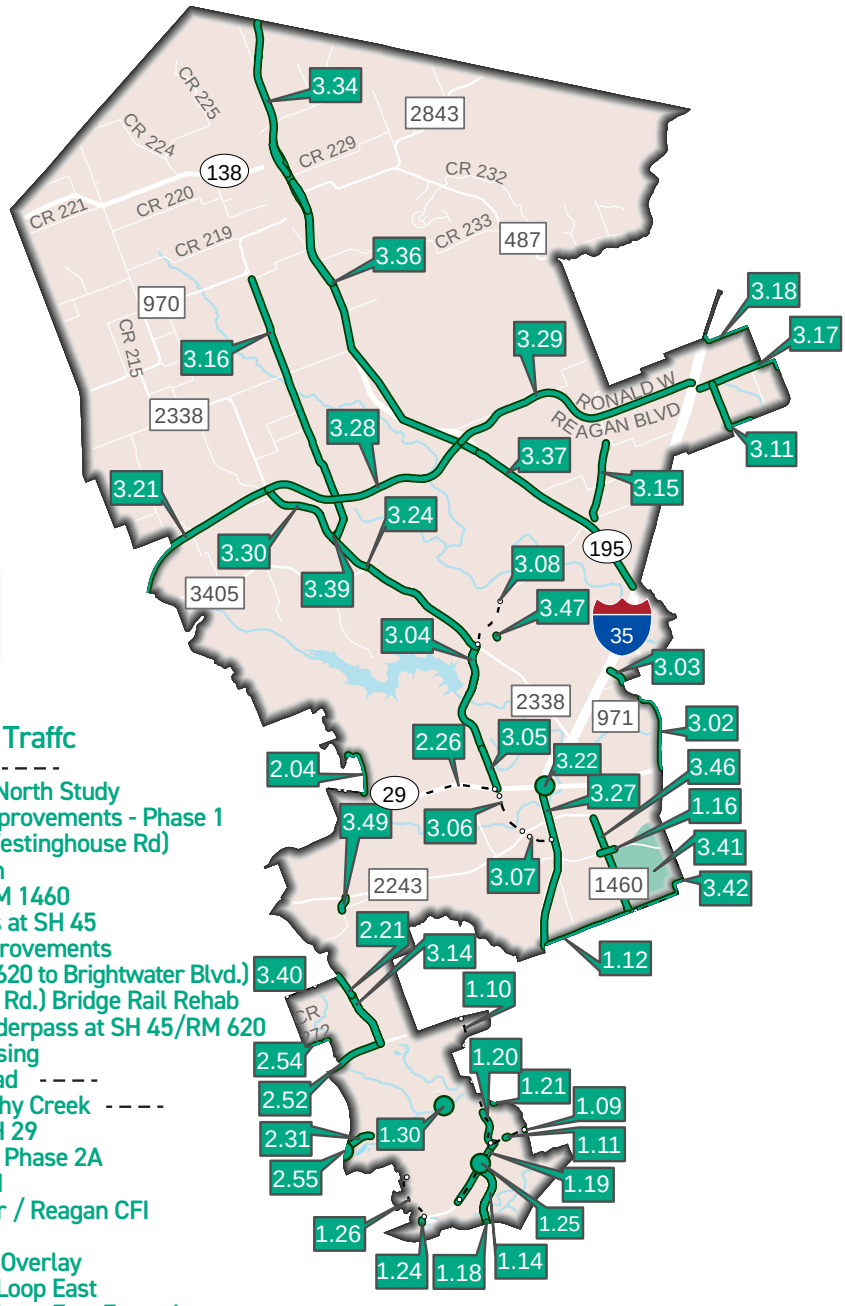
2. Unadjusted utility (unforeseeable). 2G. Other: This Change Order will add and remove items from the project due to unforeseen changes in field conditions. The project conditions have been altered since the initial design and this Change Order will correct these issues. This Change order will also compensate the contractor for installing a temporary controller so that the signal can be activated immediately rather than waiting on the permanent controller which has a long lead-time for delivery.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 1/30/2024 | $ (27,480.00) | $ 765.75 |

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $217,667.97

# 2000/2006 Road Bond Program Projects
# Precinct 3 - Commissioner Covey



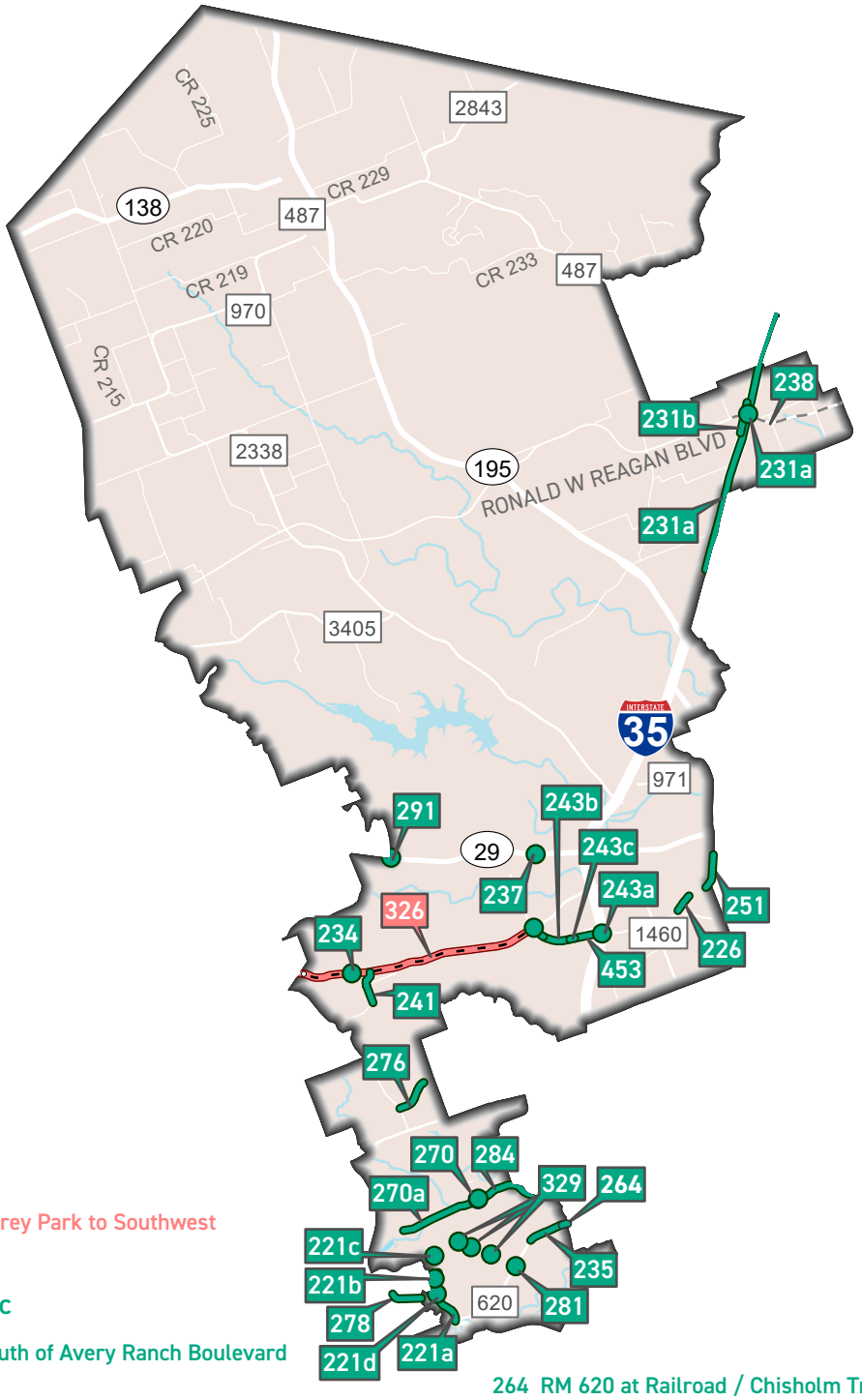

Study

## Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

# 2013 ROAD BOND PROGRAM PROJECTS

## Precinct 3 - Commissioner Covey




### In Design

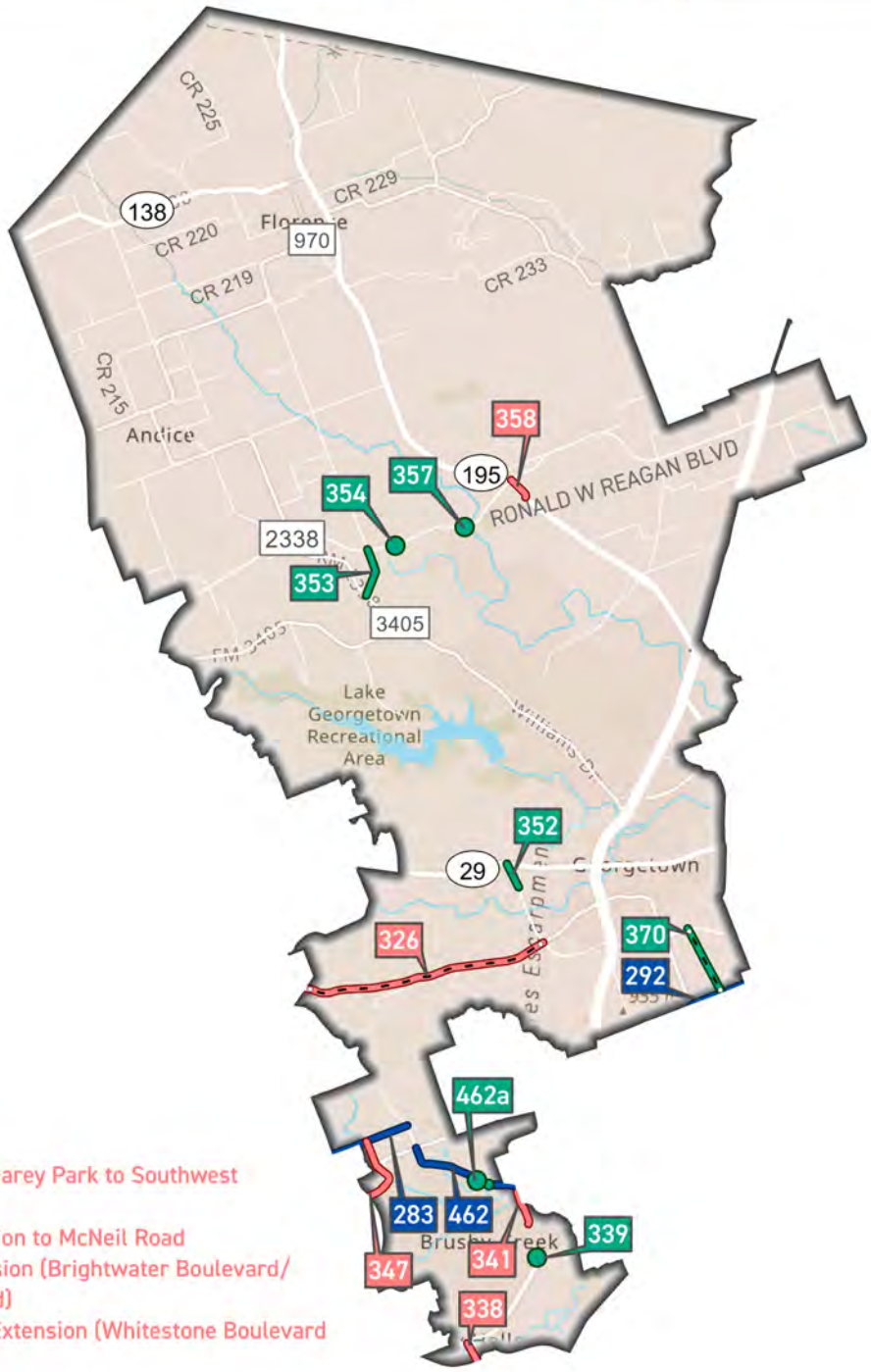
326 RM 2243 Realignment (Garey Park to Southwest Bypass) ◦- - -◦

### Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

# 2019 ROAD BOND PROGRAM PROJECTS

## Precinct 3 - Commissioner Covey




### In Design

326 RM 2243 Realignment (Garey Park to Southwest Bypass)

338 RM 620/SH 45 Intersection to McNeil Road

341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)

347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)

358 SH 195 at Ronald Reagan Boulevard

### Under Construction/Bidding

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)

292 CR 111/CR 105 Westinghouse (FM 1460 to SH 130)

462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

### Completed/Open to Traffic

339 Wyoming Springs Intersection Improvements (At Smyers Lane)

352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)

353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)

354 Ronald Reagan at Silver Spur Boulevard

357 Ronald Reagan at Sun City Boulevard

370 MoKan (Georgetown Inner Loop to University Boulevard)

462a Corridor H/Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

**Project Name: Great Oaks Drive Improvements at Brushy Creek**
**Project No. T4327** Original Contract Price = $10,580,634.11

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 6/30/2021 | 8/3/2021 | 9/3/2021 | 9/13/2021 | 7/12/2023 | | | 585 | | 585 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 9/13/2021 | 9/30/2021 | 18 | $299,881.08 | $299,881.08 | $33,320.12 | $33,320.12 | 3 | 3 |
| 2 | 10/1/2021 | 10/31/2021 | 31 | $305,937.90 | $605,818.98 | $33,993.10 | $67,313.22 | 6 | 8 |
| 3 | 11/1/2021 | 11/30/2021 | 30 | $353,916.66 | $959,735.64 | $39,324.07 | $106,637.29 | 10 | 14 |
| 4 | 12/1/2021 | 12/31/2021 | 31 | $323,378.73 | $1,283,114.37 | $35,930.97 | $142,568.26 | 13 | 19 |
| 5 | 1/1/2022 | 1/31/2022 | 31 | $388,799.66 | $1,671,914.03 | $43,199.97 | $185,768.23 | 17 | 24 |
| 6 | 2/1/2022 | 2/28/2022 | 28 | $496,378.98 | $2,168,293.01 | $55,153.22 | $240,921.45 | 22 | 29 |
| 7 | 3/1/2022 | 3/31/2022 | 31 | $243,581.01 | $2,411,874.02 | $27,064.55 | $267,986.00 | 25 | 34 |
| 8 | 4/1/2022 | 4/30/2022 | 30 | $232,084.08 | $2,643,958.10 | $25,787.13 | $293,773.13 | 27 | 39 |
| 9 | 5/1/2022 | 5/31/2022 | 31 | $754,642.60 | $3,398,600.70 | $83,849.18 | $377,622.31 | 35 | 45 |
| 10 | 6/1/2022 | 6/30/2022 | 30 | $340,143.43 | $3,738,744.13 | $37,793.71 | $415,416.02 | 38 | 50 |
| 11 | 7/1/2022 | 7/31/2022 | 31 | $475,914.67 | $4,214,658.80 | $52,879.41 | $468,295.43 | 43 | 55 |
| 12 | 8/1/2022 | 8/31/2022 | 31 | $373,966.90 | $4,588,625.70 | $41,551.87 | $509,847.30 | 47 | 60 |
| 13 | 9/1/2022 | 9/30/2022 | 30 | $334,474.19 | $4,923,099.89 | $37,163.80 | $547,011.10 | 50 | 65 |
| 14 | 10/1/2022 | 10/31/2022 | 31 | $596,227.60 | $5,519,327.49 | $66,247.51 | $613,258.61 | 56 | 71 |
| 15 | 11/1/2022 | 11/30/2022 | 30 | $150,522.30 | $5,669,849.79 | $16,724.70 | $629,983.31 | 58 | 76 |
| 16 | 12/1/2022 | 12/31/2022 | 31 | $210,284.10 | $5,880,133.89 | $23,364.90 | $653,348.21 | 60 | 81 |
| 17 | 1/1/2023 | 1/31/2023 | 31 | $487,668.38 | $6,367,802.27 | $54,185.38 | $707,533.59 | 65 | 86 |
| 18 | 2/1/2023 | 2/28/2023 | 28 | $319,021.56 | $6,686,823.83 | $35,446.84 | $742,980.43 | 68 | 91 |
| 19 | 3/1/2023 | 3/31/2023 | 31 | $481,061.68 | $7,167,885.51 | $53,451.29 | $796,431.72 | 73 | 97 |
| 20 | 4/1/2023 | 4/30/2023 | 30 | $1,102,824.63 | $8,270,710.14 | -$361,131.19 | $435,300.53 | 80 | 102 |
| 21 | 5/1/2023 | 5/31/2023 | 31 | $398,266.76 | $8,668,976.90 | $20,961.41 | $456,261.94 | 84 | 107 |
| 22 | 6/1/2023 | 6/30/2023 | 30 | $713,888.01 | $9,382,864.91 | $37,573.06 | $493,835.00 | 91 | 112 |
| 23 | 7/1/2023 | 7/31/2023 | 12 | $518,248.40 | $9,901,113.31 | $27,276.23 | $521,111.23 | 96 | 114 |
| 24 | 8/1/2023 | 8/31/2023 | 0 | $85,268.20 | $9,986,381.51 | $4,487.80 | $525,599.03 | 97 | 114 |
| 25 | 9/1/2023 | 9/30/2023 | 0 | $351,666.54 | $10,338,048.05 | -$314,618.46 | $210,980.57 | 97 | 114 |

1/31/2024 Comments - The Contractor installed the street signs on the signal at Great Oaks Drive and Brushy Creek Road and at the intersection of Oak Ridge Drive and Great Oaks Drive.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 3/29/2022 | $ 29,487.96 | $ 29,487.96 |

4B: Third Party Accommodation. Third Party Requested Work, 2E: Differing Site Condition. Miscellaneous difference in site conditions (unforeseeable), 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to pay the Contractor to pour a concrete cap over an existing City of Round Rock (CORR) wastewater manhole at Bent, excavate to find an existing CORR wastewater line trench, and for standby costs due to a conflict with existing ATT line at Culvert C.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 9/14/2022 | $ 100,234.16 | $ 129,722.12 |

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to pay the Contractor for emergency repairs to the existing City of Round Rock wastewater line that was damaged while drilling for a drill shaft for the Hairy Man bridge abutment. Cost sharing (one third) was agreed to by the County with the contractor, DeNucci Constructors.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 3/2/2023 | 27,926.96 | 157,649.08 |

1A: Incorrect PS&E. This Change Order adds items to pay for traffic rail Junction Boxes, a 36' tall traffic signal pole, an Electric Service TY A, a Guardrail End Treatment, and Removable Work Zone Pavement Markings. These items of work were not properly addressed in the project plan set.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 3/2/2023 | 11,820.42 | 169,469.50 |

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds a pay item for additional pavement widening to improve the turning radius at the south end of the existing Great Oaks bridge over Brushy Creek.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 3/22/2023 | 2,831.80 | 172,301.30 |

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds an item to pay for additional signs needed at the Oak Ridge Drive and Great Oaks Drive intersection during Phase 3 construction. This Change Order also adds an item to pay for water valves to be adjusted on the southwest corner of the existing Great Oaks Drive and Brushy Creek Road intersection.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 06 | 7/11/2023 | 65,607.52 | 237,908.82 |

2G. Miscellaneous difference in site conditions. Unadjusted utility (unforeseeable). This Change Order adds an item to pay for the redesigned Panel 7 at Wall 1A due to BCMUD water line elevations differing from that shown in the plans. This Change Order also adds an item to pay for the reinforcing steel previously ordered and delivered to the project for the original design of Panel 7 at Wall 1A. In addition, this Change Order reduces the original item 423-6005 RETAINING WALL (SPREAD FOOTING) due to this change.

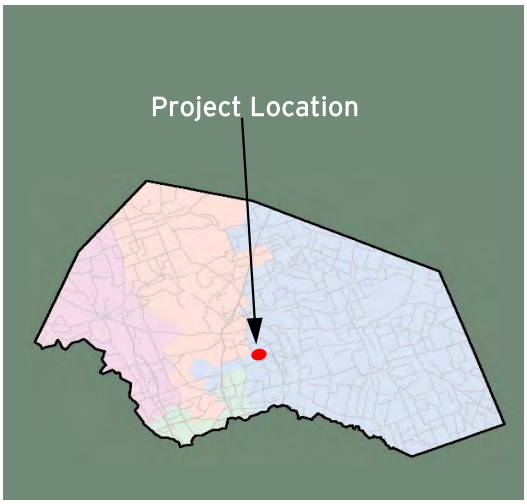
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 07 | 7/11/2023 | 9,735.71 | 247,644.53 |

1A. Design Error or Omission. Incorrect PS&E: This Change Order adds a new pay item to reimburse the contractor for replacing a mis-sized traffic signal pole (Pole #7), due to incorrect height in the plans. The contractor ordered and received the traffic signal pole prior to the error being found. The contractor has delivered the mis-sized pole to the Williamson County Maintenance yard.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 08 | 9/14/2023 | 30,531.08 | 278,175.61 |

1A. Design Error or Omission. Incorrect PS&E: This Change Order adds new pay items to reimburse the contractor for street signs and pavement markings that were not shown in the plans. This Change Order also adds an item for a clearance sign that was shown in the plans but had no pay item to pay for the work. In addition, this Change Order adds a pay item to reimburse the contractor for ground boxes not installed.

Adjusted Price = $10,858,809.72




**CR 111 Westinghouse Road**
**(FM 1460 to SH 130 and CR 110 North to CR 111)**

**Project Length: 4.633 Miles**
**Roadway Classification: Rural Collector**

**Project Schedule: January 2022 - Spring 2024**
**Estimated Construction Cost: $22.2 Million**

## JANUARY 2023 IN REVIEW

1/5/2024: Capital Excavation continued placing topsoil along CR 111 and CR 110 intersection areas. The contractor excavated and installed reinforced concrete pipe.

1/12/2024: Capital Excavation continued placing storm sewer line on the northwest end of CR 111. Subcontractor Texas Materials continued with the final paving from CR 111 and CR 110 intersection to Gateway school along CR 111. Subcontractor ESSI installed permanent fencing around various culverts on the east end of the project.

1/19/2024: Capital Excavation continued placing topsoil along CR 111 heading west from CR 110 towards RM 1460. Capital began excavation and embankment of subgrade for the roadway widening on CR 111 on the west end of project at the RM 1460 tie in.

1/26/2024: Capital Excavation did not work this week due to wet conditions. Subcontractor Texas Materials continued paving final surface of asphalt on CR 110.

Design Engineer: Steger Bizzell
Contractor: Capital Excavation
Construction Observation:
Chuck Evans, HNTB

**Williamson County**
**Road Bond Program**

**Project Name: CR 111 Westinghouse Road**
**Project No. 22IFB39**

Original Contract Price = $21,024,332.88

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 12/15/2021 | 1/11/2022 | 1/20/2022 | 1/30/2022 | | | | 700 | | 700 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/1/2022 | 2/28/2022 | 28 | $142,149.86 | $142,149.86 | $15,794.43 | $15,794.43 | 1 | 4 |
| 2 | 3/1/2022 | 3/31/2022 | 31 | $1,624,724.26 | $1,766,874.12 | $180,524.92 | $196,319.35 | 9 | 8 |
| 3 | 4/1/2022 | 4/30/2022 | 30 | $1,286,121.32 | $3,052,995.44 | $142,902.37 | $339,221.72 | 15 | 13 |
| 4 | 5/1/2022 | 5/31/2022 | 31 | $1,110,146.62 | $4,163,142.06 | $123,349.64 | $462,571.36 | 21 | 17 |
| 5 | 6/1/2022 | 6/30/2022 | 30 | $482,208.08 | $4,645,350.14 | $53,578.66 | $516,150.02 | 23 | 21 |
| 6 | 7/1/2022 | 7/31/2022 | 31 | $787,719.86 | $5,433,070.00 | $87,524.44 | $603,674.46 | 27 | 26 |
| 7 | 8/1/2022 | 8/31/2022 | 31 | $822,906.88 | $6,255,976.88 | $91,434.10 | $695,108.56 | 31 | 30 |
| 8 | 9/1/2022 | 9/30/2022 | 30 | $1,707,686.45 | $7,963,663.33 | $189,742.92 | $884,851.48 | 39 | 35 |
| 9 | 10/1/2022 | 10/31/2022 | 31 | $1,107,286.40 | $9,070,949.73 | $123,031.82 | $1,007,883.30 | 45 | 39 |
| 10 | 11/1/2022 | 11/30/2022 | 30 | $518,917.48 | $9,589,867.21 | $57,657.50 | $1,065,540.80 | 47 | 43 |
| 11 | 12/1/2022 | 12/31/2022 | 31 | $1,285,779.15 | $10,875,646.36 | -$493,138.36 | $572,402.44 | 51 | 48 |
| 12 | 1/1/2023 | 1/31/2023 | 31 | $620,120.59 | $11,495,766.95 | $32,637.93 | $605,040.37 | 54 | 52 |
| 13 | 2/1/2023 | 2/28/2023 | 28 | $846,149.01 | $12,341,915.96 | $44,534.15 | $649,574.52 | 58 | 56 |
| 14 | 3/1/2023 | 3/31/2023 | 31 | $639,962.65 | $12,981,878.61 | $33,682.25 | $683,256.77 | 61 | 61 |
| 15 | 4/1/2023 | 4/30/2023 | 30 | $717,084.56 | $13,698,963.17 | $37,741.29 | $720,998.06 | 64 | 65 |
| 16 | 5/1/2023 | 5/31/2023 | 31 | $661,601.87 | $14,360,565.04 | $34,821.15 | $755,819.21 | 67 | 69 |
| 17 | 6/1/2023 | 6/30/2023 | 30 | $591,898.92 | $14,952,463.96 | $31,152.58 | $786,971.79 | 70 | 74 |
| 18 | 7/1/2023 | 7/31/2023 | 31 | $555,320.94 | $15,507,784.90 | $29,227.41 | $816,199.20 | 72 | 78 |
| 19 | 8/1/2023 | 8/31/2023 | 31 | $451,231.96 | $15,959,016.86 | $23,749.06 | $839,948.26 | 75 | 82 |
| 20 | 9/1/2023 | 9/30/2023 | 30 | $371,656.43 | $16,330,673.29 | $19,560.86 | $859,509.12 | 76 | 87 |
| 21 | 10/1/2023 | 10/31/2023 | 31 | $230,597.40 | $16,561,270.69 | $12,136.71 | $871,645.83 | 77 | 91 |
| 22 | 11/1/2023 | 11/30/2023 | 30 | $179,598.00 | $16,740,868.69 | $9,452.52 | $881,098.35 | 78 | 95 |
| 23 | 12/1/2023 | 12/31/2023 | 31 | $801,573.10 | $17,542,441.79 | $42,188.06 | $923,286.41 | 82 | 100 |

1/31/2024 Comments - The contractor continued subgrade embankment work on the west bound lane by the CR111 and FM 1460 tie in. The contractor continued hauling and placing topsoil throughout remaining areas of project and placing the final layer HMA on CR 111.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 5/3/2022 | $233,364.00 | $ 233,364.00 |

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 5/3/2022 | $7,553.84 | $ 240,917.84 |

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 7/142022 | $20,307.20 | $ 261,225.04 |

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 7/13/2022 | $454,267.40 | $ 715,492.44 |

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 11/22/2022 | $41,134.66 | $ 756,627.10 |

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 06 | 11/22/2022 | $24,159.20 | $ 780,786.30 |

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 07 | 12/14/2022 | $28,440.00 | $ 809,226.30 |

1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 08 | 12/14/2022 | $276,200.00 | $ 1,085,426.30 |

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 09 | 4/25/2023 | $14,282.00 | $ 1,099,708.30 |

1. Design Error or Omission. 1B Other: This Change Order compensates the contractor for relocating the existing service line to tie into the new meter location. The meter was relocated outside of the new ROW per the plans, but the plans did not show a service line connection for the residence back in at this location. Per the ILA, the County must, at its own expense, pay all cost related to the relocation of Jonah's water lines.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 10 | 6/6/2023 | $39,507.50 | $ 1,139,215.80 |

2E. Differing in Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for removing and replacing the existing concrete driveway at the Valero gas station as well as removing the sidewalk that is in conflict with the proposed roadway widening.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 11 | 8/22/2023 | $81,433.12 | $ 1,220,648.92 |

6 Untimely ROW/Utilities 6C: Utilities Not Clear: This Change Order compensates the contractor for relocating the existing 12-inch City of Georgetown water line that is in conflict with the culvert a Driveway 1. The water line is being relocated between the proposed box culvert and the ROW along the north side of the project.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 12 | 1/9/2024 | $303,603.61 | $ 1,524,252.53 |

6C. Utilities not clear. This Change Order adds an item to the contract for inefficient work and delays the contractor experienced due to the utilities not being cleared throughout the project.

Adjusted Price = $22,548,585.41

**Project Name: Southwest Bypass Extension**
**Project No. 22IFB110**

Original Contract Price = $4,288,543.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 6/23/2022 | 7/12/2022 | 8/18/2022 | 8/29/2022 | 6/22/2023 | | | 239 | 59 | 298 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 8/29/2022 | 8/31/2022 | 3 | $77,542.20 | $77,542.20 | $8,615.80 | $8,615.80 | 2 | 1 |
| 2 | 9/1/2022 | 9/30/2022 | 30 | $126,769.50 | $204,311.70 | $14,085.50 | $22,701.30 | 6 | 11 |
| 3 | 10/1/2022 | 10/31/2022 | 31 | $460,653.35 | $664,965.05 | $51,183.71 | $73,885.01 | 19 | 21 |
| 4 | 11/1/2022 | 11/30/2022 | 30 | $148,852.80 | $813,817.85 | $16,539.20 | $90,424.21 | 23 | 32 |
| 5 | 12/1/2022 | 12/31/2022 | 31 | $180,500.40 | $994,318.25 | $20,055.60 | $110,479.81 | 28 | 42 |
| 6 | 1/1/2023 | 1/31/2023 | 31 | $308,200.50 | $1,302,518.75 | $34,244.50 | $144,724.31 | 37 | 52 |
| 7 | 2/1/2023 | 2/28/2023 | 28 | $424,385.10 | $1,726,903.85 | $47,153.90 | $191,878.21 | 49 | 62 |
| 8 | 3/1/2023 | 3/31/2023 | 31 | $778,428.08 | $2,505,331.93 | -$60,018.63 | $131,859.58 | 68 | 72 |
| 9 | 4/1/2023 | 4/30/2023 | 30 | $585,017.55 | $3,090,349.48 | $30,790.39 | $162,649.97 | 83 | 82 |
| 10 | 5/1/2023 | 5/31/2023 | 31 | $109,588.94 | $3,199,938.42 | $5,767.84 | $168,417.81 | 86 | 93 |
| 11 | 6/1/2023 | 6/30/2023 | 22 | $220,158.23 | $3,420,096.65 | $11,587.28 | $180,005.09 | 92 | 100 |
| 12 | 7/1/2023 | 7/31/2023 | 0 | $123,360.35 | $3,543,457.00 | $6,492.65 | $186,497.74 | 96 | 100 |
| 13 | 8/1/2023 | 8/31/2023 | 0 | $139,934.87 | $3,683,391.87 | $7,364.99 | $193,862.73 | 99 | 100 |
| 14 | 9/1/2023 | 9/30/2023 | 0 | $130,311.87 | $3,813,703.74 | -$116,032.04 | $77,830.69 | 100 | 100 |
| 15 | 10/1/2023 | 10/20/2023 | 0 | $7,967.34 | $3,821,671.08 | $162.60 | $77,993.29 | 100 | 100 |
| 16 | 10/21/2023 | 11/30/2023 | 0 | $10,139.93 | $3,831,811.01 | $206.93 | $78,200.22 | 100 | 100 |

1/31/2024 Comments - The contractor is waiting for the establishment of the vegetative filter strips.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 7/18/2023 | 3,440.89 | 3,440.89 |

2C. Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order covers several different changes that took place on the project, including adjusting the ditch along Wolf Ranch to avoid water line, installing cave gates instead of the fencing, revising the sidewalk under the bridge, placing concrete driveway instead of asphalt driveway into Wolf Ranch Apartments and revising the SWPPP sheets per the updated WPAP. 5D. Contractor Convenience. Additional safety work/measures desired by the contractor. Barrier was installed along the work zone for the SH 29 widening at the Southwest Bypass.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 9/14/2023 | 15,802.83 | 19,243.72 |

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order compensates the contractor for adjusting the guardrail north of Wolf Ranch Parkway on Southwest Bypass due to site distance concerns.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 12/5/2023 | -410,375.49 | -391,131.77 |

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $3,897,411.23

**Project Name: CR 245 Reconstruction**
**Project No. 23IFB12**

Original Contract Price = $6,969,195.21

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 12/6/2022 | 12/13/2022 | 2/1/2023 | 2/10/2023 | | | | 423 | | 423 |

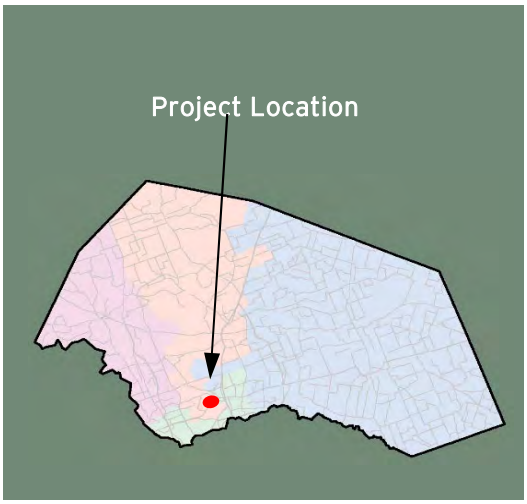
| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/10/2023 | 2/28/2023 | 19 | $143,464.59 | $143,464.59 | $15,940.51 | $15,940.51 | 2 | 4 |
| 2 | 3/1/2023 | 3/31/2023 | 31 | $355,908.11 | $499,372.70 | $39,545.35 | $55,485.86 | 8 | 12 |
| 3 | 4/1/2023 | 4/30/2023 | 30 | $378,182.90 | $877,555.60 | $42,020.32 | $97,506.18 | 14 | 19 |
| 4 | 5/1/2023 | 5/31/2023 | 31 | $541,611.28 | $1,419,166.88 | $60,179.03 | $157,685.21 | 23 | 26 |
| 5 | 6/1/2023 | 6/30/2023 | 30 | $438,431.06 | $1,857,597.94 | $48,714.56 | $206,399.77 | 30 | 33 |
| 6 | 7/1/2023 | 7/31/2023 | 31 | $1,157,295.20 | $3,014,893.14 | $128,588.36 | $334,988.13 | 48 | 41 |
| 7 | 8/1/2023 | 8/31/2023 | 31 | $1,149,398.96 | $4,164,292.10 | -$115,814.86 | $219,173.27 | 63 | 48 |
| 8 | 9/1/2023 | 9/30/2023 | 30 | $601,990.01 | $4,766,282.11 | $31,683.68 | $250,856.95 | 72 | 55 |
| 9 | 10/1/2023 | 10/31/2023 | 31 | $97,202.52 | $4,863,484.63 | $5,115.92 | $255,972.87 | 73 | 62 |
| 10 | 11/1/2023 | 11/30/2023 | 30 | $544,037.17 | $5,407,521.80 | $28,633.54 | $284,606.41 | 81 | 70 |

1/31/2024 Comments - The contractor placed seed on the north end of project by CR 245 and Ronald Reagan.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 8/22/2023 | 20,980.10 | 20,980.10 |

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for removing a portion of a structure that encroaches the new ROW. 2. Differing in Site Conditions: (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order addresses karst features that were encountered while excavating to subgrade south of Smokestack Ln. The karst features were closed per SWCA and TCEQ recommendations.

Adjusted Price = $6,990,175.31




**Corridor H/Sam Bass Road**
**(RM 1431 to Wyoming Springs Drive)**

**Project Length: 2.578 Miles**
**Roadway Classification: Urban Minor Arterial**

**Project Schedule: January 2022 - Fall 2025**
**Estimated Construction Cost: $33.8 Million**

## JANUARY 2023 IN REVIEW

1/5/2024: Cash Construction began clearing the south edge of Sam Bass Road for the detour pavement between Deer Trail Circle and Great Oaks Drive. Subcontractor Austin Wood Recycling completed trimming trees on Sam Bass Road. Subcontractor CTRB completed the bore for the City of Round Rock water line 60-inch casing at Deer Trail Circle.

1/12/2024: Cash continued clearing the south edge of Sam Bass Road for the detour pavement between Deer Trail Circle and Great Oaks Drive.

1/19/2024: Cash excavated for the City of Round Rock water line manhole at RM 1431. Subcontractor CTRB began boring for the City of Round Rock water line 60-inch casing at Great Oaks Drive and at Dry Fork Creek.

1/26/2024: Cash excavated for the City of Round Rock water line manhole at RM 1431. Subcontractor CTRB continued boring for the City of Round Rock water line 60-inch casing at Great Oaks Drive. AT&T contractor relocated existing AT&T lines between Walsh Drive and Tonkawa Springs.

Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

**Williamson County**
**Road Bond Program**

**Project Name: Corridor H/Sam Bass Road**
**Project No. 23IFB8**

Original Contract Price = $36,145,959.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 12/20/2022 | 1/13/2023 | 3/13/2023 | 3/23/2023 | | | | 911 | | 911 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 4/1/2023 | 4/30/2023 | 30 | $21,095.55 | $21,095.55 | $2,343.95 | $2,343.95 | 0 | 3 |
| 2 | 5/1/2023 | 5/31/2023 | 31 | $511,459.79 | $532,555.34 | $56,828.87 | $59,172.82 | 2 | 7 |
| 3 | 6/1/2023 | 6/30/2023 | 30 | $1,024,886.41 | $1,557,441.75 | $113,876.26 | $173,049.08 | 5 | 10 |
| 4 | 7/1/2023 | 7/31/2023 | 31 | $148,136.40 | $1,705,578.15 | $16,459.60 | $189,508.68 | 6 | 13 |
| 5 | 8/1/2023 | 8/31/2023 | 31 | $915,201.56 | $2,620,779.71 | $101,689.06 | $291,197.74 | 9 | 17 |
| 6 | 9/1/2023 | 9/30/2023 | 30 | $510,079.42 | $3,130,859.13 | $56,675.50 | $347,873.24 | 10 | 20 |
| 7 | 10/1/2023 | 10/31/2023 | 31 | $900,115.81 | $4,030,974.94 | $100,012.86 | $447,886.10 | 13 | 23 |
| 8 | 11/1/2023 | 11/30/2023 | 30 | $731,394.97 | $4,762,369.91 | $81,266.11 | $529,152.21 | 16 | 27 |
| 9 | 12/1/2024 | 12/31/2024 | 31 | $241,049.16 | $5,003,419.07 | $26,783.24 | $555,935.45 | 16 | 30 |

1/31/2024 Comments - The contractor continued embanking the south edge of Sam Bass Road for the detour pavement between Deer Trail Circle and Great Oaks Drive. The contractor excavated for the City of Round Rock water line manhole at RM 1431 and continued the encasement for the City of Round Rock 42" waterline.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 6/27/2023 | $ (2,394,078.12) | $ (2,394,078.12) |

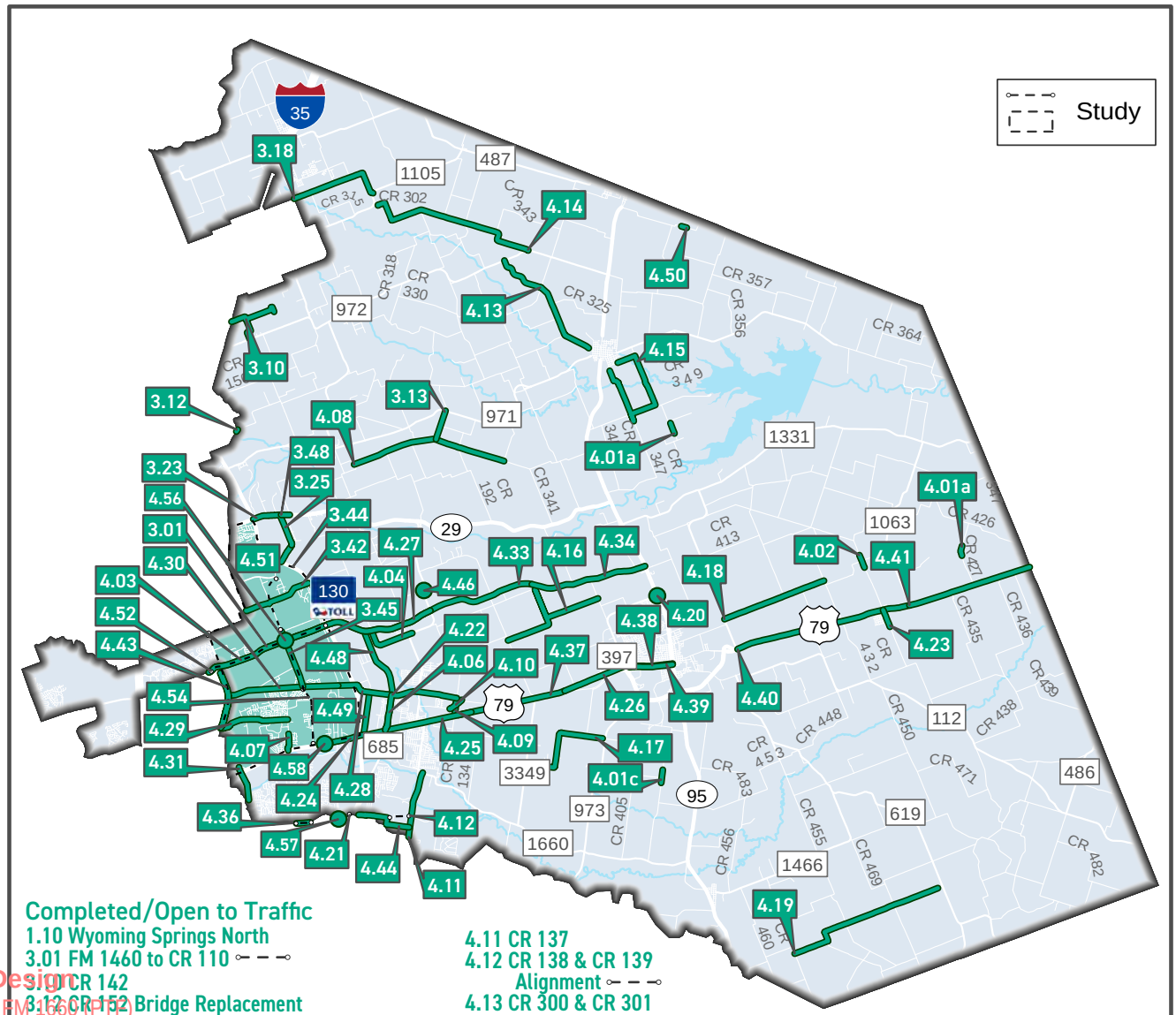
1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 8/22/2023 | $ 5,250.00 | $ (2,388,828.12) |

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Adjusted Price = $33,757,130.88

# 2000/2006 Road Bond Program Projects
# Precinct 4 - Commissioner Boles




## Completed/Open to Traffic

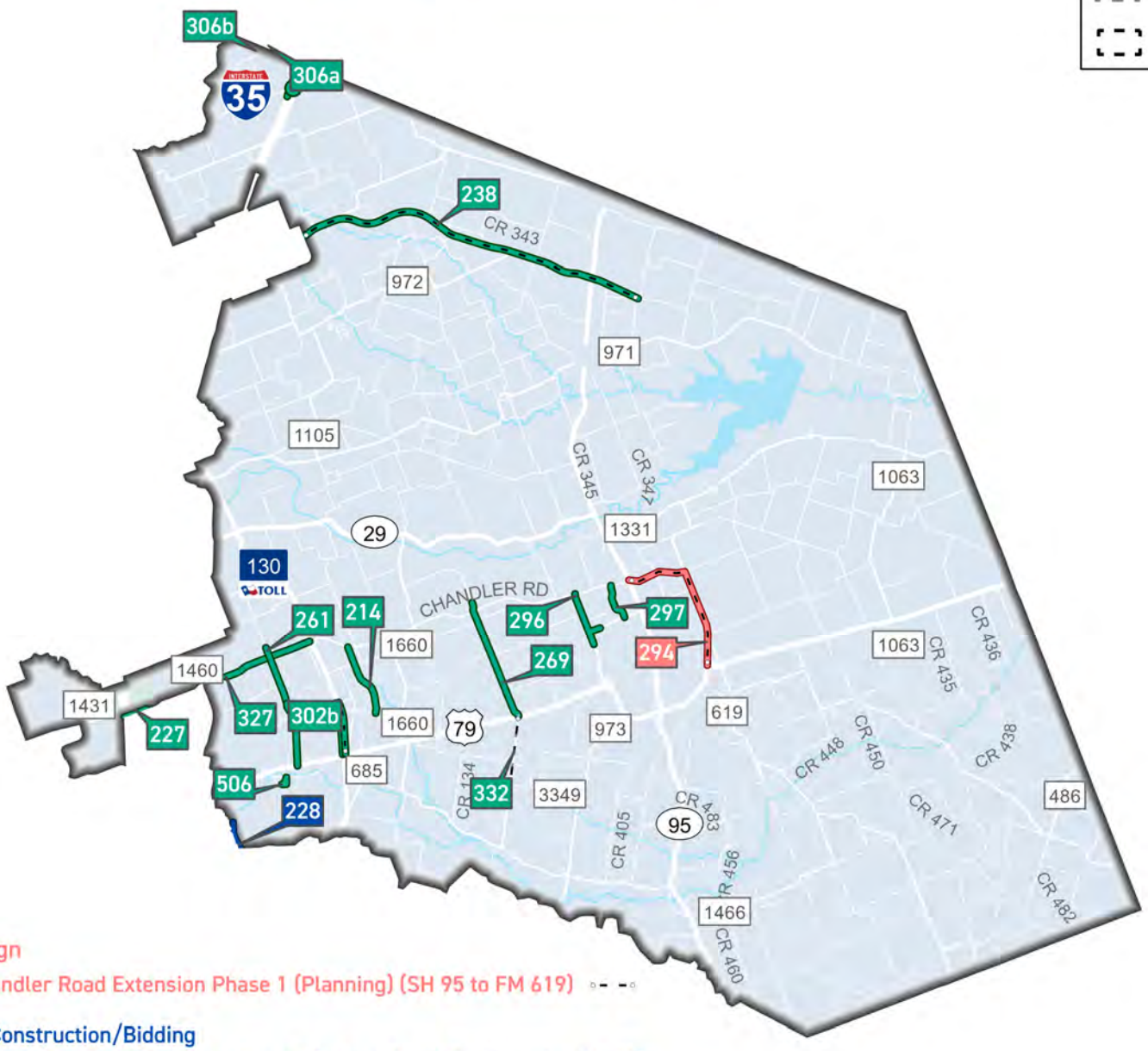
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110 ⊶ – – ⊸
3.11 CR 142
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107) ⊶ – – ⊸
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment ⊶ – – ⊸
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW ⊶ – – ⊸
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road ⊶ – – ⊸
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A ⊶ – – ⊸
4.52 University Blvd. (Chandler Rd.) Expansion ⊶ – – ⊸
4.54 CR 110 South - (US 79 to Limmer Lp) ⊶ – – ⊸
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

## In Design

4.35 FM 1660 (CR 128)

# 2013 ROAD BOND PROGRAM PROJECTS

## Precinct 4 - Commissioner Boles




In Design

294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)

Under Construction/Bidding

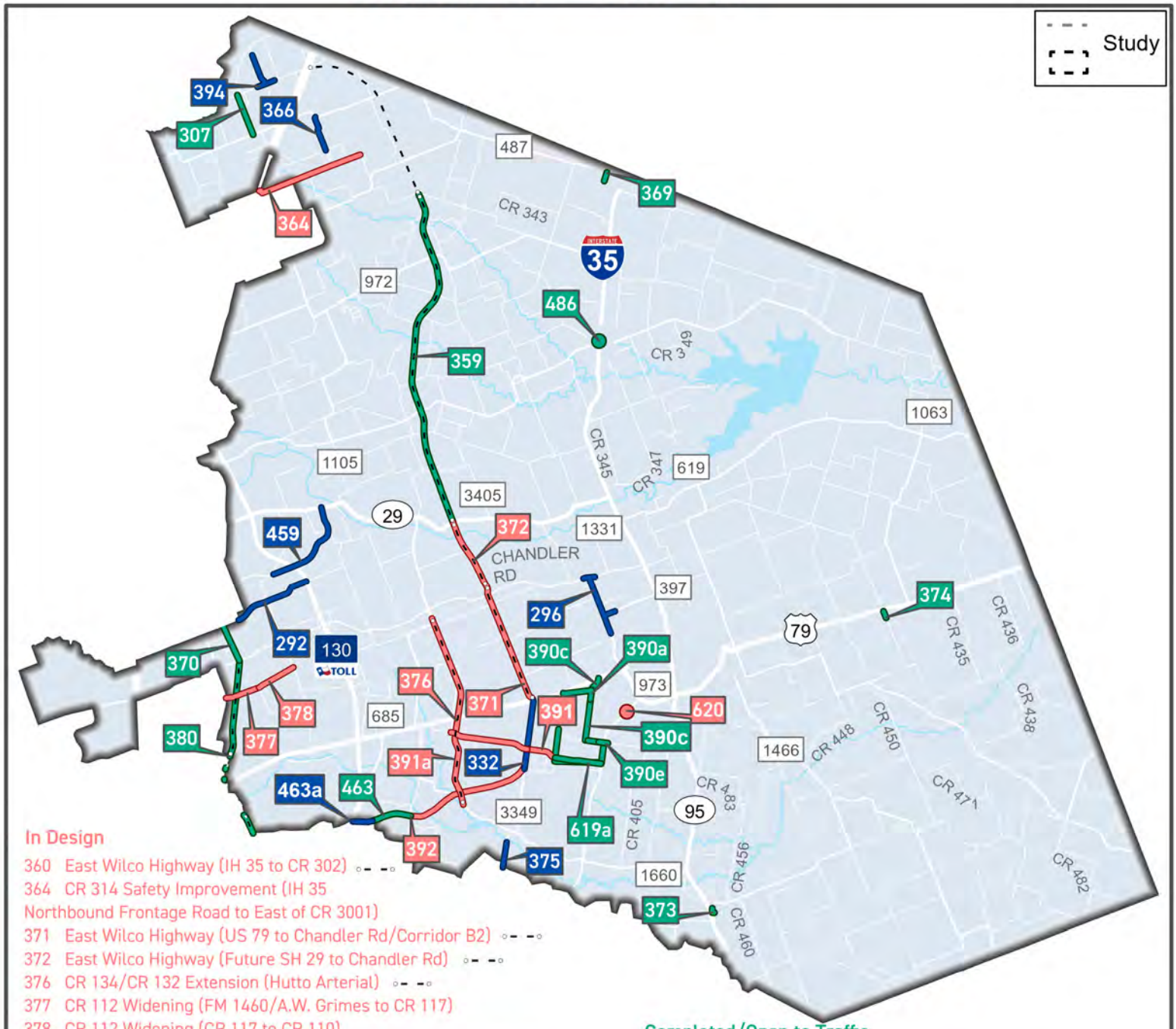
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
227 University Boulevard Widening (IH 35 to Sunrise Road)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
269 CR 101 (US 79 to North of Chandler Road)
261 CR 110 Middle (Limmer Loop to CR 107)
260 CR 110 South (US 79 to Limmer Loop)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic Study
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

# 2019 ROAD BOND PROGRAM PROJECTS

## Precinct 4 - Commissioner Boles




### In Design

360 East Wilco Highway (IH 35 to CR 302)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)
371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2)
372 East Wilco Highway (Future SH 29 to Chandler Rd)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
391a CR 132 Realignment
392 East Wilco Highway (Southeast Loop Segment 2) (CR 137 to CR 404)
620 FM 973 at Taylor High School Signal

### Under Construction/Bidding

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)
463a CR 138 Right Turn Lane at SH 130

### Completed/Open to Traffic

307 Bud Stockton Extension (CR 305 to FM 487)
359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/Corridor D)
369 Bartlett Project (Cottrell Street)
370 MoKan (Georgetown Inner Loop to University Boulevard)
373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street
380 MoKan (University Boulevard to SH 45)
390a CR Improvements and Paving (CR 401, CR 402, CR 404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)
619a Samsung Highway (Future County Road) (CR 404 to FM 973)

**Project Name: East Wilco Highway (Southeast Loop, Segment 1)**
**Project No. T3346** Original Contract Price = $11,526,789.09

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 3/30/2021 | 4/27/2021 | 7/12/2021 | 7/19/2021 | 8/31/2023 | | | 534 | 24 | 558 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7/19/2021 | 8/31/2021 | 44 | $767,411.06 | $767,411.06 | $85,267.90 | $85,267.90 | 7 | 8 |
| 2 | 9/1/2021 | 9/30/2021 | 30 | $328,739.28 | $1,096,150.34 | $36,526.58 | $121,794.48 | 10 | 13 |
| 3 | 10/1/2021 | 10/31/2021 | 31 | $221,811.16 | $1,317,961.50 | $24,645.69 | $146,440.17 | 12 | 19 |
| 4 | 11/1/2021 | 11/30/2021 | 30 | $278,008.69 | $1,595,970.19 | $30,889.85 | $177,330.02 | 15 | 24 |
| 5 | 12/1/2021 | 12/31/2021 | 31 | $331,070.23 | $1,927,040.42 | $36,785.58 | $214,115.60 | 18 | 30 |
| 6 | 1/1/2022 | 1/31/2022 | 31 | $624,535.89 | $2,551,576.31 | $69,392.88 | $283,508.48 | 23 | 35 |
| 7 | 2/1/2022 | 2/28/2022 | 28 | $352,666.85 | $2,904,243.16 | $39,185.20 | $322,693.68 | 27 | 40 |
| 8 | 3/1/2022 | 3/31/2022 | 31 | $815,310.79 | $3,719,553.95 | $90,590.09 | $413,283.77 | 34 | 46 |
| 9 | 4/1/2022 | 4/30/2022 | 30 | $741,856.71 | $4,461,410.66 | $82,428.53 | $495,712.30 | 41 | 51 |
| 10 | 5/1/2022 | 5/31/2022 | 31 | $625,433.98 | $5,086,844.64 | $69,492.66 | $565,204.96 | 46 | 57 |
| 11 | 6/1/2022 | 6/30/2022 | 30 | $498,845.27 | $5,585,689.91 | $55,427.25 | $620,632.21 | 51 | 62 |
| 12 | 7/1/2022 | 7/31/2022 | 31 | $521,580.90 | $6,107,270.81 | $57,953.44 | $678,585.65 | 56 | 68 |
| 13 | 8/1/2022 | 8/31/2022 | 31 | $672,002.44 | $6,779,273.25 | $74,666.93 | $753,252.58 | 62 | 73 |
| 14 | 9/1/2022 | 9/30/2022 | 30 | $936,075.41 | $7,715,348.66 | $104,008.38 | $857,260.96 | 70 | 79 |
| 15 | 10/1/2022 | 10/31/2022 | 31 | $851,880.44 | $8,567,229.10 | -$406,354.16 | $450,906.80 | 74 | 84 |
| 16 | 11/1/2022 | 11/30/2022 | 30 | $625,071.12 | $9,192,300.22 | $32,898.48 | $483,805.28 | 80 | 90 |
| 17 | 12/1/2022 | 12/31/2022 | 31 | $290,510.48 | $9,482,810.70 | $15,290.02 | $499,095.30 | 82 | 95 |
| 18 | 1/1/2023 | 1/31/2023 | 31 | $55,998.20 | $9,538,808.90 | $2,947.27 | $502,042.57 | 83 | 101 |
| 19 | 2/1/2023 | 2/28/2023 | 28 | $161,924.00 | $9,700,732.90 | $8,522.32 | $510,564.89 | 84 | 106 |
| 20 | 3/1/2023 | 3/31/2023 | 31 | $291,588.78 | $9,992,321.68 | $15,346.78 | $525,911.67 | 86 | 111 |
| 21 | 4/1/2023 | 4/30/2023 | 30 | $160,641.77 | $10,152,963.45 | $8,454.83 | $534,366.50 | 88 | 117 |
| 22 | 5/1/2023 | 5/31/2023 | 31 | $79,909.01 | $10,232,872.46 | $4,205.73 | $538,572.23 | 98 | 122 |
| 23 | 6/1/2023 | 6/30/2023 | 30 | $355,060.22 | $10,587,932.68 | $18,687.38 | $557,259.61 | 92 | 128 |
| 24 | 7/1/2023 | 7/31/2023 | 31 | $61,540.97 | $10,649,473.65 | $3,239.00 | $560,498.61 | 92 | 133 |
| 25 | 8/1/2023 | 8/31/2023 | 31 | $316,670.90 | $10,966,144.55 | $16,666.89 | $577,165.50 | 95 | 139 |
| 26 | 9/1/2023 | 9/30/2023 | 0 | $84,593.72 | $11,050,738.27 | $4,452.30 | $581,617.80 | 96 | 139 |
| 27 | 10/1/2023 | 10/31/2023 | 0 | $8,808.52 | $11,059,546.79 | $463.61 | $582,081.41 | 96 | 139 |

1/31/2024 Comments - Contractor is waiting for vegetation to grow.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 8/3/2021 | $ 148,710.35 | $ 148,710.35 |

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 10/4/2022 | $73,007.39 | $221,717.74 |

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 2/28/2023 | $177,807.62 | 399,525.36 |

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 3/28/2023 | 156,231.96 | 555,757.32 |

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 7/20/2023 | 1,093,581.24 | 1,649,338.56 |

1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 06 | 9/27/2023 | -1,015,961.92 | 633,376.64 |

3M. County Convenience. Other. Due to the existing utility conflicts impeding the remaining construction, this Change Order will remove all remaining work from Phases 2-4 from the project.

Adjusted Price = $12,160,165.73

**Project Name: CR 401 Reconstruction Project**
**Project No. 22IFB57**

Original Contract Price = $12,673,200.94

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 3/11/2022 | 3/22/2022 | 4/21/2022 | 5/2/2022 | 7/7/2023 | | | 505 | -70 | 435 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 4/14/2022 | 4/21/2022 | 0 | $541,350.00 | $541,350.00 | $60,150.00 | $60,150.00 | 5 | 0 |
| 2 | 4/22/2022 | 5/31/2022 | 30 | $213,264.25 | $754,614.25 | $23,696.03 | $83,846.03 | 6 | 7 |
| 3 | 6/1/2022 | 7/1/2022 | 31 | $1,394,793.70 | $2,149,407.95 | $154,977.08 | $238,823.11 | 17 | 14 |
| 4 | 7/2/2022 | 7/31/2022 | 30 | $690,418.59 | $2,839,826.54 | $76,713.17 | $315,536.28 | 22 | 21 |
| 5 | 8/1/2022 | 8/31/2022 | 31 | $276,688.62 | $3,116,515.16 | $30,743.18 | $346,279.46 | 25 | 28 |
| 6 | 9/1/2022 | 9/30/2022 | 30 | $784,682.38 | $3,901,197.54 | $87,186.93 | $433,466.39 | 31 | 35 |
| 7 | 10/1/2022 | 10/31/2022 | 31 | $776,738.57 | $4,677,936.11 | $86,304.29 | $519,770.68 | 37 | 42 |
| 8 | 11/1/2022 | 11/30/2022 | 30 | $875,684.24 | $5,553,620.35 | $97,298.25 | $617,068.93 | 44 | 49 |
| 9 | 12/1/2022 | 12/31/2022 | 31 | $422,000.74 | $5,975,621.09 | $46,888.97 | $663,957.90 | 47 | 56 |
| 10 | 1/1/2023 | 1/31/2023 | 31 | $616,120.11 | $6,591,741.20 | $68,457.79 | $732,415.69 | 52 | 63 |
| 11 | 2/1/2023 | 2/28/2023 | 28 | $598,319.58 | $7,190,060.78 | $66,479.95 | $798,895.64 | 57 | 70 |
| 12 | 3/1/2023 | 3/31/2023 | 31 | $603,951.86 | $7,794,012.64 | $67,105.76 | $866,001.40 | 62 | 77 |
| 13 | 4/1/2023 | 4/30/2023 | 30 | $945,657.20 | $8,739,669.84 | -$406,018.78 | $459,982.62 | 66 | 84 |
| 14 | 5/1/2023 | 5/31/2023 | 31 | $1,082,327.54 | $9,821,997.38 | $56,964.61 | $516,947.23 | 74 | 91 |
| 15 | 6/1/2023 | 6/30/2023 | 30 | $1,195,677.91 | $11,017,675.29 | $62,930.42 | $579,877.65 | 83 | 98 |
| 16 | 7/1/2023 | 7/31/2023 | 7 | $760,493.51 | $11,778,168.80 | $40,025.97 | $619,903.62 | 88 | 99 |
| 17 | 8/1/2023 | 8/31/2023 | 0 | $16,945.32 | $11,795,114.12 | $891.86 | $620,795.48 | 88 | 99 |
| 18 | 9/1/2023 | 9/30/2023 | 0 | $543,436.59 | $12,338,550.71 | -$368,988.32 | $251,807.16 | 90 | 99 |
| 19 | 10/1/2023 | 10/31/2023 | 0 | $156,673.75 | $12,495,224.46 | $3,197.42 | $255,004.58 | 91 | 99 |
| 20 | 11/1/2023 | 11/30/2023 | 0 | $335,156.29 | $12,830,380.75 | $6,839.93 | $261,844.51 | 93 | 99 |
| 21 | 12/1/2023 | 12/31/2023 | 0 | $309,329.80 | $13,139,710.55 | $6,312.85 | $268,157.36 | 95 | 99 |
| 22 | 1/1/2024 | 1/31/2024 | 31 | $53,097.83 | $13,192,808.38 | $1,083.63 | $269,240.99 | 96 | 106 |

1/31/2024 Comments - The contractor continued testing the City of Taylor waterline on the south end of the project.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 9/15/2022 | $ 13,315.52 | $ 13,315.52 |

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 9/20/2022 | $ 414,400.00 | $ 427,715.52 |

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 10/5/2022 | $ 214,351.37 | $ 642,066.89 |

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 2/28/2023 | $ 188,826.95 | $ 830,893.84 |

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 8/22/2023 | $ - | $ 830,893.84 |

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) This Change Order compensates the Contractor for additional work to the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the Jonah water line.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 06 | 12/19/2023 | $399,968.56 | $ 1,230,862.40 |

2E. Miscellaneous difference in site conditions (unforeseeable). Due to changing conditions in the field, certain items required quantity adjustments. 2I. Additional safety needs (unforeseeable). Additional small signs were added for safety concerns near the railroad crossing. This Change Order also adds items for crash cushion repairs needed due to the damage that occurred during construction.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 07 | 1/30/2024 | $137,831.49 | $ 1,368,693.89 |

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adjusts quantities in the Contract due to unforeseen conditions that were identified in the field. This Change Order also adds additional items to theContract for work being performed in and around the UPRR ROW per requirements .

Adjusted Price = $14,041,894.83

**Project Name: Samsung Highway (Future County Road) (CR 404 to FM 973)**
**Project No. 22IFB126**

Original Contract Price = $11,289,929.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 7/12/2022 | 7/19/2022 | 8/5/2022 | 8/15/2022 | 9/5/2023 | | | 413 | | 413 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 8/15/2022 | 9/27/2022 | 44 | $415,099.80 | $415,099.80 | $46,122.20 | $46,122.20 | 4 | 11 |
| 2 | 9/28/2022 | 10/31/2022 | 34 | $1,256,916.42 | $1,672,016.22 | $139,657.38 | $185,779.58 | 16 | 19 |
| 3 | 11/1/2022 | 11/30/2022 | 30 | $529,743.42 | $2,201,759.64 | $58,860.38 | $244,639.96 | 21 | 26 |
| 4 | 12/1/2022 | 12/31/2022 | 31 | $196,710.30 | $2,398,469.94 | $21,856.70 | $266,496.66 | 23 | 34 |
| 5 | 1/1/2023 | 1/31/2023 | 31 | $942,884.78 | $3,341,354.72 | $104,764.98 | $371,261.64 | 33 | 41 |
| 6 | 2/1/2023 | 2/28/2023 | 28 | $895,707.90 | $4,237,062.62 | $99,523.10 | $470,784.74 | 41 | 48 |
| 7 | 3/1/2023 | 3/31/2023 | 31 | $2,066,773.05 | $6,303,835.67 | $229,641.45 | $700,426.19 | 61 | 55 |
| 8 | 4/1/2023 | 4/30/2023 | 30 | $1,637,718.64 | $7,941,554.31 | -$282,449.65 | $417,976.54 | 73 | 63 |
| 9 | 5/1/2023 | 5/31/2023 | 31 | $1,177,188.70 | $9,118,743.01 | $61,957.30 | $479,933.84 | 84 | 70 |
| 10 | 6/1/2023 | 7/31/2023 | 61 | $1,026,783.27 | $10,145,526.28 | $54,041.23 | $533,975.07 | 94 | 85 |
| 11 | 8/1/2023 | 8/31/2023 | 31 | $78,532.37 | $10,224,058.65 | $4,133.28 | $538,108.35 | 94 | 92 |
| 12 | 9/1/2023 | 9/30/2023 | 5 | $339,420.15 | $10,563,478.80 | -$322,527.15 | $215,581.20 | 94 | 94 |

1/31/2024 Comments -The contractor is waiting for vegetative establishment.

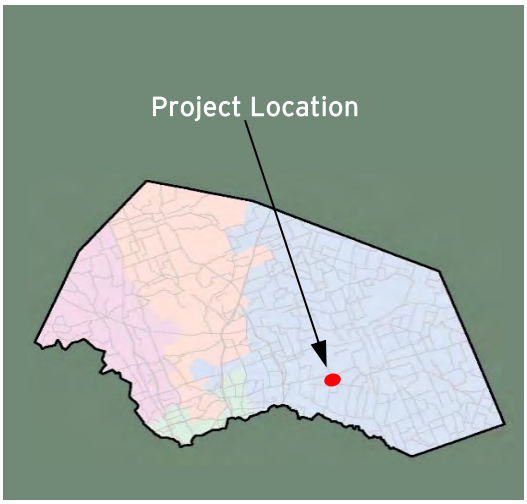
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 1/24/2023 | 41,260.00 | $ 41,260.00 |

1B. Design Error or Omission. Other: This Change Order adds two items to the Contract for installing a 4' x 2' box culvert (EE) and related wingwalls/headwalls. The work was shown in the plans but not included in the bid tab. This Change Order also removes SET (TY 1) (S=5ft)(HW=3FT) (6:1) (C) item. The work was removed from the plans but the item was left in the bid tab. These plan revisions were made prior to bidding due to outstanding items on the TxDOT permit for the work at the FM 973 tie-in.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 7/18/2023 | 83,559.50 | $ 124,819.50 |

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds quantities to existing items due to unexpected changes in field conditions, causing overruns on the project. The excavation and embankment quantities had to be adjusted, due to the existing elevations at the west tie-in. The 18-inch and 36-inch drill shafts needed to be extended to ensure the shafts had proper embedment into stable material.

Adjusted Price = $11,414,748.50




**East Wilco Highway (FM 3349 at US 79)**
**(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)**

**Project Length: 4.108 Miles**
**Roadway Classification: Rural Major Collector**

**Project Schedule: October 2022 - Summer 2025 (Roadwork)**
**Estimated Construction Cost: $83.8 Million**

## JANUARY 2023 IN REVIEW

1/5/2024: James Construction Group (JCG) continued work on backless inlets for the northbound frontage road. JCG continued processing flexible base and installing Geo-Grid along northbound frontage road. Subcontractor Patin Construction continued excavation, welding, and installation of the 54-inch casing for City of Hutto.

1/12/2024: JCG continued work on backless inlets for the northbound frontage road. JCG continued processing flexible base and installing geo-grid along northbound frontage road. Subcontractor Patin Construction continued excavation, installation, backfill, welding, and compaction of the 54-inch casing for the City of Hutto water lines.

1/19/2024: JCG continued work on backless inlets for the northbound frontage road. JCG continued backfilling and placing panels for the MSE wall at Abutment 1 of the southbond frontage road Bridge.

1/26/2024: JCG did not work this week due to wet conditions.

Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

**Project Name: East Wilco Highway (FM 3349 at US 79)**
**Project No. 22IFB139** Original Contract Price = $81,941,038.13

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 8/24/2022 | 9/26/2022 | 10/6/2022 | 10/17/2022 | | | | 1394 | | 1394 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 10/18/2022 | 11/25/2022 | 39 | $755,690.77 | $755,690.77 | $0.00 | $0.00 | 1 | 2 |
| 2 | 11/26/2022 | 12/25/2022 | 30 | $5,128,955.59 | $5,884,646.36 | $0.00 | $0.00 | 7 | 0 |
| 3 | 12/26/2022 | 1/25/2023 | 31 | $1,448,580.10 | $7,333,226.46 | $0.00 | $0.00 | 9 | 7 |
| 4 | 1/26/2023 | 2/25/2023 | 31 | $1,272,882.90 | $8,606,109.36 | $0.00 | $0.00 | 10 | 9 |
| 5 | 2/26/2023 | 3/25/2023 | 28 | $2,922,159.15 | $11,528,268.51 | $0.00 | $0.00 | 14 | 11 |
| 6 | 3/26/2023 | 4/25/2023 | 31 | $1,453,458.85 | $12,981,727.36 | $0.00 | $0.00 | 15 | 14 |
| 7 | 4/26/2023 | 5/25/2023 | 30 | $1,672,497.88 | $14,654,225.24 | $0.00 | $0.00 | 17 | 16 |
| 8 | 5/26/2023 | 6/25/2023 | 31 | $3,188,150.58 | $17,842,375.82 | $0.00 | $0.00 | 21 | 18 |
| 9 | 6/26/2023 | 7/25/2023 | 30 | $2,251,767.13 | $20,094,142.95 | $0.00 | $0.00 | 24 | 20 |
| 10 | 7/26/2023 | 8/25/2023 | 31 | $2,453,925.93 | $22,548,068.88 | $0.00 | $0.00 | 27 | 22 |
| 11 | 8/26/2023 | 9/30/2023 | 36 | $4,580,138.95 | $27,128,207.83 | $0.00 | $0.00 | 32 | 25 |
| 12 | 10/1/2023 | 10/25/2023 | 25 | $3,017,528.73 | $30,145,736.56 | $0.00 | $0.00 | 36 | 27 |
| 13 | 10/26/2023 | 11/25/2023 | 31 | $2,172,558.80 | $32,318,295.36 | $0.00 | $0.00 | 39 | 29 |
| 14 | 11/26/2023 | 12/25/2023 | 30 | $1,638,115.30 | $33,956,410.66 | $0.00 | $0.00 | 41 | 31 |
| 15 | 12/26/2023 | 1/25/2024 | 31 | $4,633,009.82 | $38,589,420.48 | $0.00 | $0.00 | 46 | 33 |

1/31/2024 Comments - The contractor continued excavating and forming headwalls and wingwalls for various culverts. The contractor installed joint sealer at Boggy Creek Bridge and continued processing flexible base along the northbound frontage road.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 4/25/2023 | 925,354.41 | 925,354.41 |

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 4/25/2023 | 82,000.00 | 1,007,354.41 |

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 7/20/2023 | 195,302.81 | 1,202,657.22 |

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 8/8/2023 | -472,492.20 | 730,165.02 |

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 05 | 0/14/23 | -5,274.97 | 724,890.05 |

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 06 | 10/20/2023 | 130,053.00 | 854,943.05 |

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 07 | 10/20/2023 | 661,031.30 | 1,515,974.35 |

3F. Additional work desired by the County : This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 08 | 10/20/2023 | 327,321.48 | 1,843,295.83 |

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 09 | 1/30/2024 | -368,749.53 | 1,474,546.30 |

5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project's completion date and results in savings on several contract items.

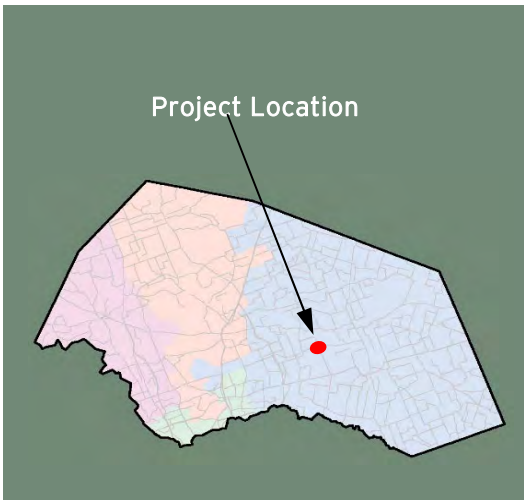
| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 10 | 1/30/2024 | 67,965.30 | 1,542,511.60 |

4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5" HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 11 | 2/1/2024 | 271,902.72 | 1,814,414.32 |

3. County Convenience. 3F. Additional work desired by the County: This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement Sleeve spanning 470 linear feet in the Jonah water line project on FM 3349 at station 426+51. The sleeve is part of the Williamson County real estate agreement excuted during the ROW acquisition.

Adjusted Price = $83,755,452.45




**CR 366 Reconstruction**
**(Chandler Road to Carlos G. Parker Boulevard)**

**Project Length: 2.751 Miles**
**Roadway Classification: Rural Arterial**

**Project Schedule: January 2023 - Summer 2024**
**Estimated Construction Cost: $17.7 Million**

## JANUARY 2023 IN REVIEW

1/5/2024: James Construction Group (JCG) continued working on processing subgrade along FM 397. JCG continued working on geo grid and processing flexible base along CR 366.

1/12/2024: JCG continued processing subgrade along FM 397 and Chandler Rd. JCG continued installing geo-grid and processing flexible base along CR 366.

1/19/2024: JCG continued processing subgrade along FM 397 and Chandler Road. JCG continued installing geo-grid and processing flexible base along CR 366 and continued lime treating subgrade along Chandler Road.

1/26/2024: JCG did not work this week due to wet conditions.

Design Engineer: Garver
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

**Williamson County**
**Road Bond Program**

**Project Name: CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)**
**Project No. 22IFB138** Original Contract Price = $17,694,262.46

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 8/31/2022 | 9/28/2022 | 12/27/2022 | 1/6/2023 | | | | 515 | | 515 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 1/6/2023 | 2/28/2023 | 54 | $1,184,919.53 | $1,184,919.53 | $131,657.73 | $131,657.73 | 7 | 10 |
| 2 | 3/1/2023 | 3/31/2023 | 31 | $220,649.15 | $1,405,568.68 | $24,516.57 | $156,174.30 | 9 | 17 |
| 3 | 4/1/2023 | 4/30/2023 | 30 | $195,624.79 | $1,601,193.47 | $21,736.09 | $177,910.39 | 10 | 22 |
| 4 | 5/1/2023 | 5/31/2023 | 31 | $540,591.96 | $2,141,785.43 | $60,065.77 | $237,976.16 | 13 | 28 |
| 5 | 6/1/2023 | 6/30/2023 | 30 | $1,603,804.24 | $3,745,589.67 | $178,200.47 | $416,176.63 | 23 | 34 |
| 6 | 7/1/2023 | 7/31/2023 | 31 | $781,944.84 | $4,527,534.51 | $86,882.76 | $503,059.39 | 28 | 40 |
| 7 | 8/1/2023 | 8/31/2023 | 31 | $1,589,668.07 | $6,117,202.58 | $176,629.79 | $679,689.18 | 38 | 46 |
| 8 | 9/1/2023 | 9/30/2023 | 30 | $933,910.69 | $7,051,113.27 | $103,767.85 | $783,457.03 | 44 | 52 |
| 9 | 10/1/2023 | 10/31/2023 | 31 | $448,939.28 | $7,500,052.55 | $49,882.14 | $833,339.17 | 47 | 58 |
| 10 | 11/1/2023 | 11/30/2023 | 30 | $314,298.57 | $7,814,351.12 | $34,922.07 | $868,261.24 | 49 | 64 |
| 11 | 12/1/2023 | 12/31/2023 | 31 | $413,086.23 | $8,227,437.35 | $45,898.47 | $914,159.71 | 52 | 70 |

1/31/2024 Comments - The contractor continued processing subgrade, embankment, and flexible base throughout the project. The contractor began excavating drainage swales and placed the beams for the Bull Branch Tributary Bridge.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 6/6/2023 | $ 11,562.50 | $ 11,562.50 |

1A. Design Error or Omission. Incorrect PS&E. : This change order adds the installation of the construction exits along CR 366 and FM 397 Carlos G Parker to access to the project site. The construction entrances or exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 12/12/2023 | $ 82,015.80 | $ 93,578.30 |

2I: Additional safety needs (unforeseeable): This Change Orders provides funds to compensates the Contractor to implement a full closure of CR 366 until the completion of the project. The full closure is needed due to the severe rutting and pavement failures the road experienced after construction started. Williamson County and the City of Taylor agreed to close the road to through traffic and implement a detour route to improve the safety of the traveling public and facilitate the construction of the new road. 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also creates new contract items for mowing and potholing to locate unmarked utilities within the project limits.

Adjusted Price = $17,787,840.76

**Project Name: Bud Stockton Extension (CR 305 to FM 487)**
**Project No. 23IFB13**

Original Contract Price = $5,917,275.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 12/12/2022 | 12/20/2022 | 1/3/2023 | 2/9/2023 | 8/14/2023 | | | 177 | | 177 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/1/2023 | 2/28/2023 | 16 | $173,685.65 | $173,685.65 | $19,298.41 | $19,298.41 | 3 | 9 |
| 2 | 3/1/2023 | 3/31/2023 | 31 | $509,598.69 | $683,284.34 | $56,622.07 | $75,920.48 | 13 | 27 |
| 3 | 4/1/2023 | 4/30/2023 | 30 | $596,757.76 | $1,280,042.10 | $66,306.42 | $142,226.90 | 24 | 44 |
| 4 | 5/1/2023 | 5/31/2023 | 31 | $935,377.65 | $2,215,419.75 | $103,930.85 | $246,157.75 | 41 | 61 |
| 5 | 6/1/2023 | 6/30/2023 | 30 | $493,627.50 | $2,709,047.25 | $54,847.50 | $301,005.25 | 50 | 78 |
| 6 | 7/1/2023 | 7/31/2023 | 31 | $1,774,451.07 | $4,483,498.32 | $197,161.23 | $498,166.48 | 82 | 95 |
| 7 | 8/1/2023 | 8/31/2023 | 14 | $822,967.99 | $5,306,466.31 | -$218,878.78 | $279,287.70 | 92 | 103 |
| 8 | 9/1/2023 | 9/30/2023 | 0 | $220,970.36 | $5,527,436.67 | -$166,482.87 | $112,804.83 | 93 | 103 |
| 9 | 10/1/2023 | 10/31/2023 | 0 | $27,078.46 | $5,554,515.13 | $552.62 | $113,357.45 | 98 | 103 |

1/31/2024 Comments - The contractor is waiting on vegetative establishment.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 3/7/2023 | $ 35,830.59 | $ 35,830.59 |

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 8/23/2023 | $ 97,110.00 | $ 132,940.59 |

2. Differing Site Conditions (unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

Adjusted Price = $6,050,215.59

**Project Name: CR 404 at FM 973**
**Project No. 23IFB6**

Original Contract Price = $4,622,143.93

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 11/22/2022 | 12/6/2022 | 2/1/2023 | 2/10/2023 | 7/7/2023 | | | 150 | | 150 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2/10/2023 | 2/28/2023 | 19 | $358,668.36 | $358,668.36 | $39,852.04 | $39,852.04 | 8 | 13 |
| 2 | 3/1/123 | 3/31/2023 | 31 | $668,379.48 | $1,027,047.84 | $74,264.32 | $114,116.36 | 23 | 33 |
| 3 | 4/1/2023 | 4/30/2023 | 30 | $601,756.01 | $1,628,803.85 | $66,861.78 | $180,978.14 | 37 | 53 |
| 4 | 5/1/2023 | 5/31/2023 | 31 | $555,140.47 | $2,183,944.32 | $61,682.27 | $242,660.41 | 49 | 74 |
| 5 | 6/1/2023 | 6/30/2023 | 30 | $1,893,411.89 | $4,077,356.21 | -$28,062.78 | $214,597.63 | 87 | 94 |
| 6 | 7/1/2023 | 7/31/2023 | 7 | $383,976.61 | $4,461,332.82 | $20,209.29 | $234,806.92 | 96 | 99 |
| 7 | 8/1/2023 | 8/31/2023 | 0 | $48,047.09 | $4,509,379.91 | $2,528.79 | $237,335.71 | 97 | 99 |
| 8 | 9/1/2023 | 9/30/2023 | 0 | $150,388.70 | $4,659,768.61 | -$142,238.46 | $95,097.25 | 97 | 99 |
| 9 | 10/1/2023 | 10/31/2023 | 0 | $26,065.94 | $4,685,834.55 | $531.96 | $95,629.21 | 97 | 99 |

1/31/2024 Comments - The traffic signal was activated on 1/17/24. The contractor is working on punchlist items.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 9/14/2023 | 294,199.97 | 294,199.97 |

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for multiple different adjustments made throughout the project. There were revisions made due to the Samsung site, signals, drainage, and some additional safety measures requested by Williamson County.
1B. Design Error or Omission. Other. This Change Order also corrects the incorrect asphalt quantities provided in the bid tabs.

Adjusted Price = $4,916,343.90

**Project Name: CR 307 and CR 305**
**Project No. 23IFB34**

Original Contract Price = $2,796,832.80

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 2/22/2023 | 3/7/2023 | 4/7/2023 | 4/17/2023 | | | | 120 | | 120 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 4/1/2023 | 4/30/2023 | 13 | $105,372.90 | $105,372.90 | $11,708.10 | $11,708.10 | 4 | 11 |
| 2 | 5/1/2023 | 5/31/2023 | 31 | $78,480.00 | $183,852.90 | $8,720.00 | $20,428.10 | 7 | 37 |
| 3 | 6/1/2023 | 6/30/2023 | 30 | $319,844.70 | $503,697.60 | $35,538.30 | $55,966.40 | 20 | 62 |
| 4 | 7/1/2023 | 7/31/2023 | 31 | $298,387.80 | $802,085.40 | $33,154.20 | $89,120.60 | 32 | 88 |
| 5 | 8/1/2023 | 8/31/2023 | 31 | $262,632.60 | $1,064,718.00 | $29,181.40 | $118,302.00 | 42 | 113 |
| 6 | 9/1/2023 | 9/30/2023 | 30 | $9,900.00 | $1,074,618.00 | $1,100.00 | $119,402.00 | 43 | 138 |
| 7 | 10/1/2023 | 10/31/2023 | 31 | $128,916.90 | $1,203,534.90 | $14,324.10 | $133,726.10 | 48 | 164 |
| 8 | 11/1/2023 | 11/30/2023 | 30 | $554,425.38 | $1,757,960.28 | -$41,201.87 | $92,524.23 | 66 | 189 |
| 9 | 12/1/2023 | 12/31/2023 | 31 | $6,650.00 | $1,764,610.28 | $350.00 | $92,874.23 | 66 | 215 |

1/31/2024 Comments - The contractor continued placing topsoil and performing general cleanup throughout the project. The contractor paved the final lift of asphalt for the entire project.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 11/2/2023 | $ 10,447.50 | $ 10,447.50 |

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order adds work zone pavement markings to the CR307 portion of the project. With the added amount of traffic on CR 307 due to the new school opening, the temporary pavement markings were added as an additional safety measure for the traveling public.

Adjusted Price = $2,807,280.30

**Project Name: Samsung Highway (CR 404 Realignment) (FM 3349 to CR 404)**
**Project No. 23IFB33**

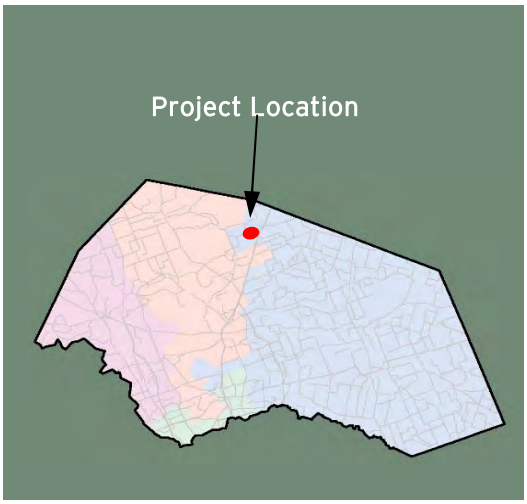
Original Contract Price = $5,139,487.45

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 2/15/2023 | 2/28/2023 | 4/12/2023 | 4/24/2023 | 10/2/2023 | | | 312 | | 312 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 4/24/2023 | 5/31/2023 | 38 | $427,494.19 | $427,494.19 | $47,499.35 | $47,499.35 | 9 | 12 |
| 2 | 6/1/2023 | 6/30/2023 | 30 | $521,200.45 | $948,694.64 | $57,911.17 | $105,410.52 | 21 | 22 |
| 3 | 7/1/2023 | 7/31/2023 | 31 | $1,021,845.73 | $1,970,540.37 | $113,538.41 | $218,948.93 | 43 | 32 |
| 4 | 8/1/2023 | 8/31/2023 | 31 | $950,205.70 | $2,920,746.07 | -$65,225.45 | $153,723.48 | 60 | 42 |
| 5 | 9/1/2023 | 9/30/2023 | 30 | $1,130,322.24 | $4,051,068.31 | $59,490.64 | $213,214.12 | 83 | 51 |
| 6 | 10/1/2023 | 10/31/2023 | 2 | $857,687.88 | $4,908,756.19 | -$113,035.42 | $100,178.70 | 97 | 52 |
| 7 | 11/1/2023 | 11/30/2023 | 0 | $83,329.71 | $4,992,085.90 | $1,700.60 | $101,879.30 | 99 | 52 |

1/31/2024 Comments - Contractor completed the punch list items and is waiting on vegetation establishment for final acceptance.

Adjusted Price = $5,139,487.45




**Corridor C / SH 29 Bypass**
**(Sam Houston Avenue at Patriot Way to SH 29)**

**Project Length: 2.3 Miles**
**Roadway Classification: Suburban Arterial**

**Project Schedule: Fall 2023 - Fall 2025**
**Estimated Construction Cost: $30.5 Million**

## JANUARY 2023 IN REVIEW

1/5/2024: Capital Excavation formed and poured the columns for bents 2 through 5 on the SH 130 Bridge. The contractor began forming for the Bent 8 columns on the SH 130 Bridge.

1/12/2024: Capital Excavation formed and poured the columns for bents 2 through 6 on the SH 130 Bridge. Crews continued processing embankment from Patriot Way to the SH 130 Bridge limits. The contractor began placing the 12-inch and 24-inch rock rip rap at the Mankins Branch West Bridge. Capital continued stockpiling topsoil from the east side of SH 130 to CR 106.

1/19/2024: Capital Excavation formed and poured Abutment 1 and various columns for bents 2 through 7 on the SH 130 Bridge. The contractor began placing the 12-inch and 24-inch rock rip rap at the Mankins Branch West Bridge.

1/26/2024: Capital Excavation formed and poured Abutment 1 and all columns for bents 2 through 8 on the SH 130 Bridge. Capital continued processing embankment from Patriot Way to the SH 130 Bridge limits. Capital began roadway embankment work from East Mankins Branch Bridge heading west.

Design Engineer: Atkins
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

**Williamson County**
**Road Bond Program**

**Corridor C / SH 29 Bypass**
**Project No. 23IFB67**

Original Contract Price = $30,540,848.03

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Completion Certificate | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 8/15/2023 | 8/22/2023 | 9/20/2023 | 9/30/2023 | | | | 973 | | 973 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoiced Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 9/30/2023 | 9/30/2023 | 1 | $1,397,211.48 | $1,397,211.48 | $155,245.72 | $155,245.72 | 5 | 0 |
| 2 | 10/1/2023 | 10/31/2023 | 31 | $1,541,032.92 | $2,938,244.40 | $171,225.88 | $326,471.60 | 11 | 3 |
| 3 | 11/1/2023 | 11/30/2023 | 30 | $1,838,538.26 | $4,776,782.66 | $204,282.03 | $530,753.63 | 17 | 6 |
| 4 | 12/1/2023 | 12/31/2023 | 31 | $2,431,249.16 | $7,208,031.82 | $270,138.79 | $800,892.42 | 26 | 10 |
| 5 | 1/1/2024 | 1/31/2024 | 31 | $1,078,672.93 | $8,286,704.75 | $119,852.55 | $920,744.97 | 30 | 13 |

| | | |
|---|---|---|
| 1/31/2024 | Comments - | The contractor formed and poured various bent caps and all columns for bents 2 through 9 on the SH130 Bridge. The contractor continued processing embankment from Patriot Way to the SH 130 Bridge limits and from CR 106 to Mankins Branch East Bridge. The contractor continued stockpiling topsoil from the east side of SH130 to CR 106. |

Adjusted Price = $30,540,848.03

**Commissioners Court - Regular Session** **57.**

**Meeting Date:** 02/27/2024

Cobb Fendley 1811-273 Contract Amendment No 3

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

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between Cobb Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities RFQ 1811-273.

**Background**

This Contract Amendment No 3 will allow for an increase in the compensation cap from $1,000,000.00 to $1,500,000.00. Funding source: 01.0200.0210.004100.

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

**Attachments**

Cobb Fendley 1811-273 Contract Amendment No 3

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 02/20/2024 02:00 PM |
| County Judge Exec Asst. | Becky Pruitt | 02/21/2024 08:38 AM |
| Form Started By: Vicky Edwards | | Started On: 02/20/2024 11:55 AM |
| Final Approval Date: 02/21/2024 | | |

# CONTRACT AMENDMENT NO. _3___
# TO
# WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:** Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities RFQ 1811-273 **("Project")**

THIS CONTRACT AMENDMENT NO. _3_ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 16, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $1,000,000.00**;**

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

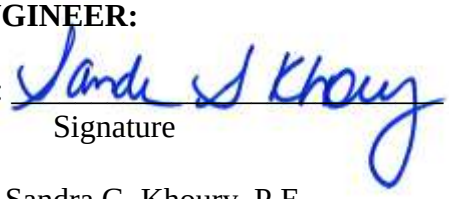
**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $1,000,000.00 to $1,500,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF,** the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

| **ENGINEER:** | **COUNTY:** |
|---|---|
| By:  | By: _____ |
| Signature | Signature |
| Sandra G. Khoury, P.E. | Bill Gravell, Jr. |
| Printed Name | Printed Name |
| Executive Vice President | County Judge |
| Title | Title |
| 2/16/2024 | _____ |
| Date | Date |

**Commissioners Court - Regular Session** **58.**

**Meeting Date:** 02/27/2024

CR 255 CAR Letter of Transfer

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

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action 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 255 Project, a Road and Bridge Project in Commissioner Pct. 3. P546

### 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.

## Fiscal Impact

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

## Attachments

CR 255 CAR Letter of Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 09:18 AM |
| Form Started By: Vicky Edwards | | Started On: 02/21/2024 04:52 PM |
| Final Approval Date: 02/22/2024 | | |

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: County Road 255 - Roadway Improvement Project

Project No.: SWCA # 61059.02

County(ies): Williamson County, Texas

Site No(s): 41WM1510

Permitting Agency: THC  Permit #: 30858

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 | Signature - Authorized Agent of Sub. Arch. |
| Judge Bill Gravell, Jr. | John D. Lowe |
| Authorized Agent of Sponsor (type or print) | Authorized Agent of Sub. Arch. (type or print) |
| Williamson County Judge | Principal Investigator |
| Title/Position | Title/Position |
| | January 22, 2024 |
| Date | Date |
| Address: | Address: |
| Williamson County | SWCA Environmental Consultants |
| 710 Main Street, Suite 101 | 4407 Monterey Oaks Blvd |
| Georgetown, TX 78626 | Building 1, Suite 110 |
| | Austin, Texas 78749 |

**Commissioners Court - Regular Session** **59.**

**Meeting Date:** 02/27/2024

Congressional Earmark SH 195 at Ronald Reagan Boulevard (Remaining 3 Ramps)

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

**Department:** Infrastructure

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action regarding prioritization of a potential congressional earmark project.

### Background

The SH 195 at Ronald Reagan Boulevard (Remaining 3 Ramps) Project is under consideration for congressional earmarks. The anticipated total construction cost is $13M and this earmark request is in the amount of $10M of federal funding.

## Fiscal Impact

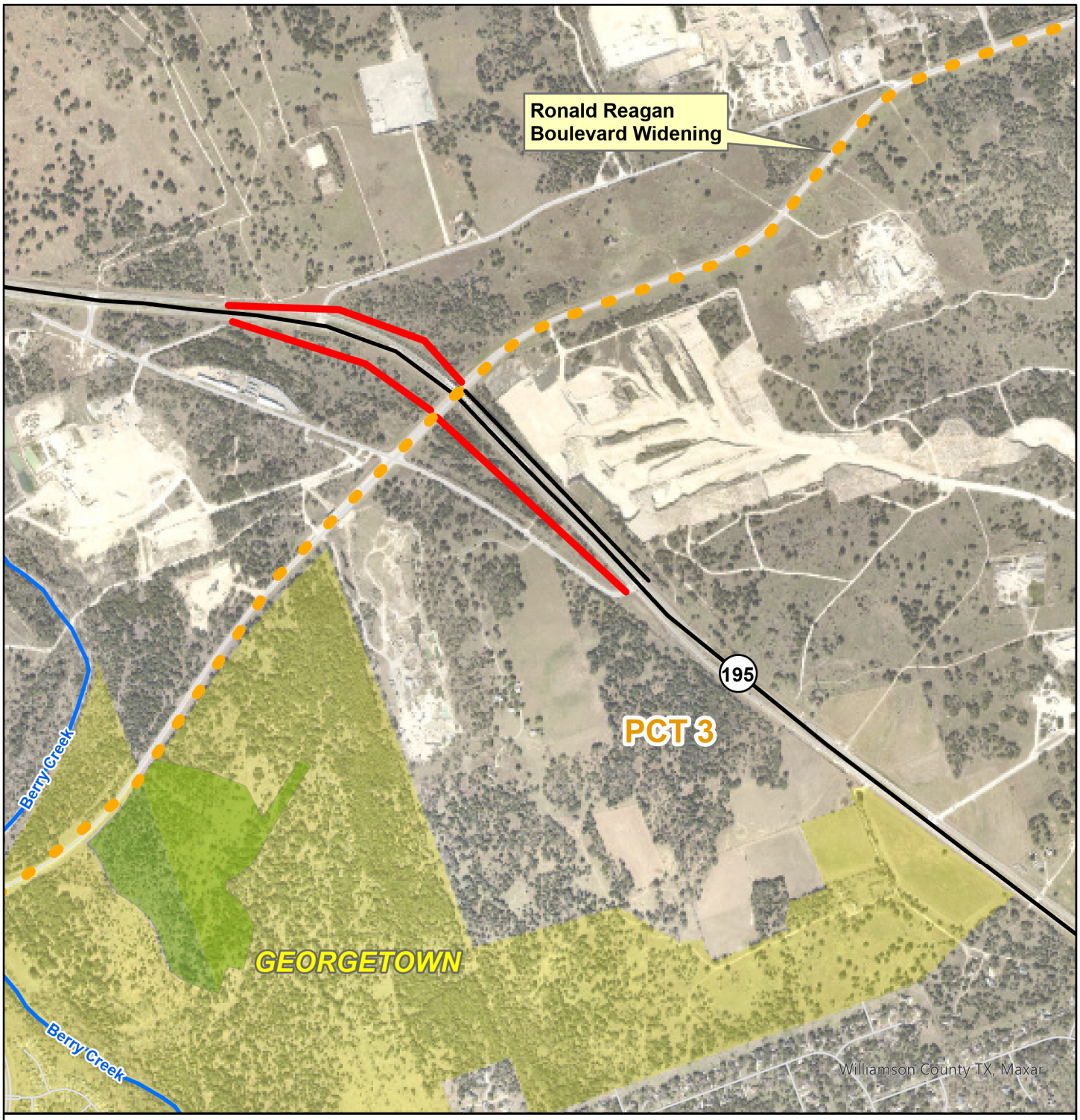
| From/To | Acct No. | Description | Amount |
|---|---|---|---|

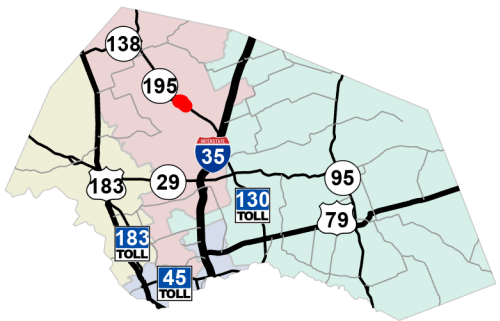
## Attachments

SH195 Project Map

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:27 AM |
| Form Started By: Vicky Edwards | | Started On: 02/22/2024 10:14 AM |
| Final Approval Date: 02/22/2024 | | |




**Project Name:** SH195 at Ronald Reagan
**Project Limits:** SH195 at Ronald Reagan Boulevard
**Project Improvements:** Construct Remaining 3 Ramps
**Submitted By:** Williamson County

N
W E
S

Project Location
Planned Project
Precinct Boundary
Park Land
City Limits

0 0.25 0.5
Miles

Note:
The location of facilities are conceptual only. Final alignments will be determined through appropriate planning studies.

Path: \\rtkw00\Jobs\70391_Wilco2019RoadBond\GEC\TechProd\GIS\70391 - WILCO - Road Bond Program Project Bond Package\WILCO_Project_3.3_SH195atRonaldReagan.aprx Date Saved: 3/22/2023

# 2023 CANDIDATE ROAD BOND PROJECT - SH195 AT RONALD REAGAN

WILLIAMSON COUNTY

WILLIAMSON COUNTY 1848

HNTB

**Commissioners Court - Regular Session** **60.**

**Meeting Date:** 02/27/2024

T4327 Great Oaks Drive Improvements - Change Order #9 (Balancing)

**Submitted By:** Julissa Vasquez, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 9 in the amount of ($268,281.51) for Project T4327 Great Oaks Drive Improvements (DeNucci Constructors) P: 270 Funding Source: Road Bond.

### Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds an item for irrigation repairs at Shirley McDonald Park previously paid for under a Force Account Item. Please see attached Change Order for additional details. This Change Order also adds additional days to the Contract due to utility conflicts.

This Change Order results in a net decrease of $268,281.51 to the Contract amount, for an adjusted Contract total of $10,590,528.21. The original Contract amount was $10,580,634.11. As a result of this and all Change Orders to-date, $9,894.10 has been added to the Contract, resulting in a .09% net increase in the overall Contract cost. Eighty-three (83) days will be added to the Contract for this Change Order.

## Fiscal Impact

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

## Attachments

T4327-GreatOaks CO#9

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 09:12 AM |
| Form Started By: Julissa Vasquez | | Started On: 02/19/2024 07:49 AM |
| Final Approval Date: 02/22/2024 | | |

# WILLIAMSON COUNTY, TEXAS
## CHANGE ORDER NUMBER: 9

| | |
|---|---|
| *Project:* | *Great Oaks Dr. Improvements* |
| *Roadway:* | *Great Oaks Dr @ Brushy Creek* |
| *CSJ Number:* | *N/A* |

1. CONTRACTOR: **DeNucci Constructors**
2. Change Order Work Limits: Sta. **502+25** to Sta. **512+32**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **2E** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

**2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforseeable).** This Change Order provides the final balancing for the overrun/underrun of contract quantities on the project as a result of addressing field conditions not accounted for in the original plans and adds an item for irrigation repairs at Shirley McDonald Park previously paid for under a Force Account Item. This Change Order also adds 83 days to the contract due to Utility issues and change order work.

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

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

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

THE CONTRACTOR Date 2/13/24

By Aaron DeNucci Digitally signed by Aaron DeNucci Date: 2024.02.13 09:40:53 -06'00'

Typed/Printed Name Aaron DeNucci

Typed/Printed Title Project Manager

***The following information must be provided***

Time Ext. #: **1** Days added on this CO: **83**

Amount added by this change order: **($268,281.51)**

**RECOMMENDED FOR EXECUTION:**

Project Manager 2/15/2024
Date

N/A
Design Engineer Date

Program Manager 2/15/2024
Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER: 9*** ***Project # Great Oaks Dr. Improvements***

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | | HOURLY RATE |
|---|---|---|---|---|---|
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**TABLE B:** Contract Items:

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| 104-6009 | REMOVING CONC (RIPRAP) | SY | $24.00 | 29.00 | $696.00 | 83.50 | 112.50 | $2,700.00 | $2,004.00 |
| 104-6022 | REMOVING CONC (CURB & GUTTER) | LF | $2.00 | 2,312.00 | $4,624.00 | 6.00 | 2,318.00 | $4,636.00 | $12.00 |
| 104-6024 | REMOVING CONC (RETAINING WALLS) | SY | $24.00 | 98.00 | $2,352.00 | (34.00) | 64.00 | $1,536.00 | ($816.00) |
| 104-6028 | REMOVING CONC (MISC.) | SY | $24.00 | 5.00 | $120.00 | (2.00) | 3.00 | $72.00 | ($48.00) |
| 104-6036 | REMOVING CONC (SIDEWALKS OR RAMPS) | SY | $24.00 | 983.00 | $23,592.00 | 62.00 | 1,045.00 | $25,080.00 | $1,488.00 |
| 132-6035 | EMBANK(FINAL)(DC)(TY E)(CSBE) | CY | $20.00 | 1,430.00 | $28,600.00 | 783.00 | 2,213.00 | $44,260.00 | $15,660.00 |
| 161-WC001 | EROSION CONTROL COMPOST (3") | SY | $4.00 | 3,210.00 | $12,840.00 | (3,210.00) | 0.00 | $0.00 | ($12,840.00) |
| 162-6002 | BLOCK SODDING | SY | $8.00 | 4,998.00 | $39,984.00 | (4,998.00) | 0.00 | $0.00 | ($39,984.00) |
| 164-WC04 | SEEDING FOR EROSION CONTROL(TEMP)(COOL)(TY 4) | SY | $2.00 | 6,419.00 | $12,838.00 | (6,419.00) | 0.00 | $0.00 | ($12,838.00) |
| 164-WC05 | SEEDING FOR EROSION CONTROL(PERM)(WARM)(TY 5) | SY | $2.00 | 13,149.00 | $26,298.00 | (3,649.00) | 9,500.00 | $19,000.00 | ($7,298.00) |
| 164-WC10 | SEEDING FOR EROSION CONTROL(TEMP)(WARM)(TY 10) | SY | $2.00 | 6,419.00 | $12,838.00 | (6,419.00) | 0.00 | $0.00 | ($12,838.00) |
| 166-6002 | FERTILIZER | TON | $3,800.00 | 0.14 | $532.00 | (0.14) | 0.00 | $0.00 | ($532.00) |
| 168-WC01 | VEGETATIVE WATERING | MG | $85.00 | 210.00 | $17,850.00 | (210.00) | 0.00 | $0.00 | ($17,850.00) |
| 169-6001 | SOIL RETENTION BLANKETS (CL 1) (TY A) | SY | $6.00 | 230.00 | $1,380.00 | 7,370.00 | 7,600.00 | $45,600.00 | $44,220.00 |
| 260-6002 | LIME (HYDRATED LIME (SLURRY)) | TON | $225.00 | 71.00 | $15,975.00 | (71.00) | 0.00 | $0.00 | ($15,975.00) |
| 310-6009 | PRIME COAT (MC-30) | GAL | $5.50 | 1,656.00 | $9,108.00 | (317.00) | 1,339.00 | $7,364.50 | ($1,743.50) |
| 316-6017 | ASPH (AC-20-5TR) | GAL | $9.00 | 2,614.00 | $23,526.00 | (2,614.00) | 0.00 | $0.00 | ($23,526.00) |
| 316-6397 | AGGR (TY-D GR-4 OR TY-L GR-4) | CY | $265.00 | 135.00 | $35,775.00 | (60.00) | 75.00 | $19,875.00 | ($15,900.00) |
| 3076-6001 | D-GR HMA TY-B PG64-22 | TON | $115.00 | 1,383.00 | $159,045.00 | (27.95) | 1,355.05 | $155,830.75 | ($3,214.25) |
| 3076-6035 | D-GR HMA TY-D PG64-22 | TON | $125.00 | 946.00 | $118,250.00 | 113.72 | 1,059.72 | $132,465.00 | $14,215.00 |
| TOTALS | | | | | $546,223.00 | | | $458,419.25 | ($87,803.75) |

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER: 9*** ***Project # Great Oaks Dr. Improvements***

**TABLE B:** Contract Items (*Continued*)

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| 400-6005 | CEM STABIL BKFL | CY | $135.00 | 254.00 | $34,290.00 | (130.00) | 124.00 | $16,740.00 | ($17,550.00) |
| 401-6001 | FLOWABLE BACKFILL | CY | $165.00 | 7.00 | $1,155.00 | 19.00 | 26.00 | $4,290.00 | $3,135.00 |
| 402-6001 | TRENCH EXCAVATION PROTECTION | LF | $3.00 | 337.00 | $1,011.00 | (85.00) | 252.00 | $756.00 | ($255.00) |
| 403-6001 | TEMPORARY SPL SHORING | SF | $22.00 | 2,762.00 | $60,764.00 | (620.00) | 2,142.00 | $47,124.00 | ($13,640.00) |
| 416-6003 | DRILL SHAFT (30 IN) | LF | $300.00 | 710.00 | $213,000.00 | (8.00) | 702.00 | $210,600.00 | ($2,400.00) |
| 416-6004 | DRILL SHAFT (36 IN) | LF | $350.00 | 652.00 | $228,200.00 | (25.00) | 627.00 | $219,450.00 | ($8,750.00) |
| 420-6071 | CL C CONC (COLLAR) | EA | $1,200.00 | 1.00 | $1,200.00 | (1.00) | 0.00 | $0.00 | ($1,200.00) |
| 420-6100 | CL F CONC (FOOTING) (MA) | CY | $600.00 | 85.00 | $51,000.00 | 0.20 | 85.20 | $51,120.00 | $120.00 |
| 423-6003 | RETAINING WALL (TEMP WALL) | SF | $16.00 | 2,755.00 | $44,080.00 | 400.00 | 3,155.00 | $50,480.00 | $6,400.00 |
| 432-6003 | RIPRAP (CONC)(6 IN) | CY | $250.00 | 34.00 | $8,500.00 | 18.41 | 52.41 | $13,102.50 | $4,602.50 |
| 432-6010 | RIRAP (CONCRETE) (CL B) (5 IN) | CY | $450.00 | 3.10 | $1,395.00 | 10.00 | 13.10 | $5,895.00 | $4,500.00 |
| 432-6031 | RIPRAP (STONE PROTECTION)(12 IN) | CY | $85.00 | 3,138.00 | $266,730.00 | 40.00 | 3,178.00 | $270,130.00 | $3,400.00 |
| 432-6042 | RIPRAP (CONC)(DIIPATER) | CY | $400.00 | 71.00 | $28,400.00 | (24.80) | 46.20 | $18,480.00 | ($9,920.00) |
| 464-6025 | R C PIPE (CL V) (18 IN) | LF | $75.00 | 133.00 | $9,975.00 | (4.00) | 129.00 | $9,675.00 | ($300.00) |
| 464-6028 | R C PIPE (CL V) (42 IN) | LF | $230.00 | 83.00 | $19,090.00 | (0.50) | 82.50 | $18,975.00 | ($115.00) |
| 496-6030 | REMOV STR (BOLLARD) | EA | $100.00 | 8.00 | $800.00 | (1.00) | 7.00 | $700.00 | ($100.00) |
| 496-6032 | REMOV STR (ROCKWALL) | EA | $1,200.00 | 2.00 | $2,400.00 | 1.00 | 3.00 | $3,600.00 | $1,200.00 |
| 496-6043 | REMOV STR (SMALL FENCE) | LF | $6.00 | 30.00 | $180.00 | 438.00 | 468.00 | $2,808.00 | $2,628.00 |
| 502-6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | MO | $3,500.00 | 18.00 | $63,000.00 | 4.00 | 22.00 | $77,000.00 | $14,000.00 |
| 506-6003 | ROCK FILTER DAMS (INSTALL) (TY 3) | LF | $35.00 | 520.00 | $18,200.00 | (53.00) | 467.00 | $16,345.00 | ($1,855.00) |
| 506-6011 | ROCK FILTER DAMS (REMOVE) | LF | $10.00 | 520.00 | $5,200.00 | (53.00) | 467.00 | $4,670.00 | ($530.00) |
| 506-6035 | SANDBAGS FOR EROSION CONTROL | EA | $25.00 | 76.00 | $1,900.00 | (76.00) | 0.00 | $0.00 | ($1,900.00) |
| 506-6037 | BIODEGRADABLE EROSION CONTROL LOGS (12") | LF | $8.00 | 276.00 | $2,208.00 | 124.00 | 400.00 | $3,200.00 | $992.00 |
| 506-6038 | TEMP SEDMT CONT FENCE (INSTALL) | LF | $3.00 | 2,185.00 | $6,555.00 | 237.00 | 2,422.00 | $7,266.00 | $711.00 |
| 506-6039 | TEMP SEDMT CONT FENCE (REMOVE) | LF | $1.00 | 2,185.00 | $2,185.00 | 237.00 | 2,422.00 | $2,422.00 | $237.00 |
| 512-6005 | PORT CTB (FUR & INST)(F-SHAPE)(TY 1) | LF | $46.00 | 1,298.00 | $59,708.00 | (488.00) | 810.00 | $37,260.00 | ($22,448.00) |
| 512-6009 | PORTABLE CTB (FUR & INST) (LOW PROF) (TY1) | LF | $46.00 | 1,750.00 | $80,500.00 | (210.00) | 1,540.00 | $70,840.00 | ($9,660.00) |
| 512-6029 | PORTABLE CTB (MOVE) (F-SHAPE) (TY1) | LF | $6.00 | 414.00 | $2,484.00 | (294.00) | 120.00 | $720.00 | ($1,764.00) |
| 512-6033 | PORTABLE CTB (MOVE) (LOW PROF) (TY1) | LF | $6.00 | 140.00 | $840.00 | (80.00) | 60.00 | $360.00 | ($480.00) |
| 512-6034 | PORTABLE CTB (MOVE) (LOW PROF) (TY2) | LF | $6.00 | 20.00 | $120.00 | 20.00 | 40.00 | $240.00 | $120.00 |
| 512-6053 | PORTABLE CTB (REMOVE) (F-SHAPE) (TY-1) | LF | $6.00 | 1,298.00 | $7,788.00 | (488.00) | 810.00 | $4,860.00 | ($2,928.00) |
| 512-6057 | PORTABLE CTB (REMOVE) (LOW PROF) (TY1) | LF | $6.00 | 1,750.00 | $10,500.00 | (210.00) | 1,540.00 | $9,240.00 | ($1,260.00) |
| 529-6002 | CONCRETE CURB TYPE II | LF | $22.00 | 239.00 | $5,258.00 | (161.00) | 78.00 | $1,716.00 | ($3,542.00) |
| 529-6008 | CONC CURB & GUTTER (TY 2) | LF | $22.00 | 2,325.00 | $51,150.00 | 90.00 | 2,415.00 | $53,130.00 | $1,980.00 |
| 531-6002 | CONC SIDEWALKS (5") | SY | $42.00 | 909.00 | $38,178.00 | 206.00 | 1,115.00 | $46,830.00 | $8,652.00 |
| The "Totals" from Table B of the previous work sheet: | | | | | $546,223.00 | | | $458,419.25 | ($87,803.75) |
| TOTALS | | | | | $1,874,167.00 | | | $1,738,443.75 | ($135,723.25) |

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER:*** *9* ***Project #*** *Great Oaks Dr. Improvements*

**TABLE B:** Contract Items (*Continued*)

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| 540-6001 | MTL W-BEAM GD FEN (TIM POST) | LF | $65.00 | 163.00 | $10,595.00 | 260.00 | 423.00 | $27,495.00 | $16,900.00 |
| 542-6001 | REMOVE METAL BEAM GUARD FENCE | LF | $25.00 | 119.00 | $2,975.00 | 353.00 | 472.00 | $11,800.00 | $8,825.00 |
| 545-6019 | CRASH CUSH ATTEN (INSTL) (S) (N) (TL3) | EA | $4,500.00 | 1.00 | $4,500.00 | (1.00) | 0.00 | $0.00 | ($4,500.00) |
| 550-6001 | CHAIN LINK FENCE (INSTALL) (6") | LF | $28.00 | 312.00 | $8,736.00 | (312.00) | 0.00 | $0.00 | ($8,736.00) |
| 550-6003 | CHAINLINK FENCE (REMOVE) | LF | $8.00 | 939.00 | $7,512.00 | (797.00) | 142.00 | $1,136.00 | ($6,376.00) |
| 550-6004 | CHAIN LINK FENCE GATE (INSTALL)(DOUBLE)(6'X14') | EA | $2,600.00 | 1.00 | $2,600.00 | (1.00) | 0.00 | $0.00 | ($2,600.00) |
| 550-6006 | GATE (REMOVE) | EA | $200.00 | 1.00 | $200.00 | (1.00) | 0.00 | $0.00 | ($200.00) |
| 610-6007 | REMOVE RD IL ASM (SHOE-BASE) | EA | $200.00 | 1.00 | $200.00 | (1.00) | 0.00 | $0.00 | ($200.00) |
| 624-6010 | GROUND BOX TY D (162922) W/ APRON | EA | $2,400.00 | 9.00 | $21,600.00 | (6.00) | 3.00 | $7,200.00 | ($14,400.00) |
| 644-6058 | IN SM RD SN SUP&AM TYTWT (1) UB (P) | EA | $750.00 | 6.00 | $4,500.00 | (2.00) | 4.00 | $3,000.00 | ($1,500.00) |
| 644-6060 | IN SM RD SN SUP&AM TYTWT (1) WS (P) | EA | $750.00 | 2.00 | $1,500.00 | 2.00 | 4.00 | $3,000.00 | $1,500.00 |
| 644-6068 | RELOCATE SM RD SN SUP&AM TY 1OBWG | EA | $400.00 | 2.00 | $800.00 | (1.00) | 1.00 | $400.00 | ($400.00) |
| 644-6078 | REMOVE SM RD SN SUP & AM (SIGN ONLY) | EA | $200.00 | 1.00 | $200.00 | (1.00) | 0.00 | $0.00 | ($200.00) |
| 662-6033 | WK ZN PAV MRK NON-REMOV (Y) 4" (DOT) | LF | $2.00 | 231.00 | $462.00 | (153.00) | 78.00 | $156.00 | ($306.00) |
| 677-6001 | ELIM EXT PAV MRK & MRKS (4") | LF | $1.00 | 1,982.00 | $1,982.00 | 1,488.00 | 3,470.00 | $3,470.00 | $1,488.00 |
| 740-6004 | ANTI-GRAFFITI COATING (PERMNENT-TY II) | SF | $2.00 | 19,318.00 | $38,636.00 | 2,628.00 | 21,946.00 | $43,892.00 | $5,256.00 |
| 5070-6001 | STEEL FENCE (REMOVE) | LF | $3.00 | 263.00 | $789.00 | 50.00 | 313.00 | $939.00 | $150.00 |
| 5070-6002 | STEEL FENCE (INSTALL) | LF | $35.00 | 263.00 | $9,205.00 | (11.00) | 252.00 | $8,820.00 | ($385.00) |
| 9004-2001 | TURF REINFORCEMENT MAT | SY | $8.00 | 591.89 | $4,735.11 | (591.89) | 0.00 | $0.00 | ($4,735.11) |
| WC103-001 | MULCH TOP DREING (5") | SY | $8.00 | 3,210.00 | $25,680.00 | (3,210.00) | 0.00 | $0.00 | ($25,680.00) |
| WC9026-001 | TEMPORARY TREE PROTECTION | LF | $6.00 | 1,105.00 | $6,630.00 | (375.00) | 730.00 | $4,380.00 | ($2,250.00) |
| WC9028-001 | CONCRETE TRAIL (5") | SY | $72.00 | 438.00 | $31,536.00 | 39.83 | 477.83 | $34,403.76 | $2,867.76 |
| 506-WW | EXTRA DEPTH OF 5' MANHOLE | VF | $800.00 | 19.00 | $15,200.00 | (19.00) | 0.00 | $0.00 | ($15,200.00) |
| 510-WW | DUCTILE IRON FITTINGS 4 INCH THROUGH 24 INCH | TON | $12,000.00 | 0.15 | $1,800.00 | (0.15) | 0.00 | $0.00 | ($1,800.00) |
| SP506-WW | CONNECT MANHOLE TO EXISTING 54" WWL, INCLUDING CONNECTION TO ACTIVE LINE, LABOR, EQUIPMENT, AND OTHER INCIDENTALS | EA | $7,500.00 | 1.00 | $7,500.00 | (1.00) | 0.00 | $0.00 | ($7,500.00) |
| SP506-WW | CIP DROP MANHOLE, 5' DIA. TO BE INSTALLED ON TOP OF 8' DIA. MANHOLE SECTION, 0 ft to 8 ft IN DEPTH, COMPLETE AND IN PLACE | EA | $7,000.00 | 1.00 | $7,000.00 | (1.00) | 0.00 | $0.00 | ($7,000.00) |
| 506-WW | MAJOR MANHOLE ADJUSTMENT, 5 FT DIA. | EA | $5,000.00 | 3.00 | $15,000.00 | (1.00) | 2.00 | $10,000.00 | ($5,000.00) |
| 510-WW | DUCTILE IRON FITTINGS 4 INCH THROUGH 24 INCH | TON | $12,000.00 | 0.10 | $1,200.00 | (0.10) | 0.00 | $0.00 | ($1,200.00) |
| 3076-WC01 | FORCE ACCOUNT, ESTIMATED PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY B) | DOL | $1.00 | 15,000.00 | $15,000.00 | (15,000.00) | 0.00 | $0.00 | ($15,000.00) |
| 3076-WC02 | FORCE ACCOUNT, ESTIMATED PLACEMENT AND PRODUCTION BONUS AND PENALTY (TY D SURFACE) | DOL | $1.00 | 10,000.00 | $10,000.00 | (10,000.00) | 0.00 | $0.00 | ($10,000.00) |
| 999-WC01 | FORCE ACCOUNT | DOL | $1.00 | 25,000.00 | $25,000.00 | (25,000.00) | 0.00 | $0.00 | ($25,000.00) |
| 999-WC02 | FORCE ACCOUNT, IRRIGATION | DOL | $1.00 | 10,000.00 | $10,000.00 | (10,000.00) | 0.00 | $0.00 | ($10,000.00) |
| 999-WC06 | TRAFFIC RAIL JUNCTION BOX | EA | $767.18 | 11.00 | $8,438.98 | (2.00) | 9.00 | $6,904.62 | ($1,534.36) |
| 502-WC01 | TEMP TRAFFIC CONTROL SIGNS | EA | $404.00 | 3.00 | $1,212.00 | (3.00) | 0.00 | $0.00 | ($1,212.00) |
| 504S-3W | ADJUSTING WATER VALVE BOXES TO GRADE | EA | $809.90 | 2.00 | $1,619.80 | 1.00 | 3.00 | $2,429.70 | $809.90 |
| 999-WC08 | IRRIGATION REPAIRS | LS | $796.26 | 0.00 | $0.00 | 1.00 | 1.00 | $796.26 | $796.26 |
| 999-WC09 | ELEC (TXU) CHARGES FOR LIGHTING & SIGNAL | LS | $1,763.29 | 0.00 | $0.00 | 1.00 | 1.00 | $1,763.29 | $1,763.29 |
| The "Totals" from Table B of the previous work sheet: | | | | | $1,874,167.00 | | | $1,738,443.75 | ($135,723.25) |
| TOTALS | | | | | $2,178,710.89 | | | $1,910,429.38 | ($268,281.51) |

# CHANGE ORDER REASON(S) CODE CHART

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

**Williamson County Road Bond Program**

**Great Oaks Drive Improvements**
**Williamson County Project No. T4327**

**Change Order No. 9**

**Reason for Change**

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds an item for irrigation repairs in Shirley McDonald Park previously paid for under a Force Account Item. This Change Order also adds additional days to the Contract due to utility issues and previous change orders.

The following new items will be added by this Change Order.

| ITEM | DESCRIPTION | QUANTITY | UNIT |
|---|---|---|---|
| 999-WC08 | IRRIGATION REPAIRS | 1 | LS |
| 999-WC09 | ELEC (TXU) CHARGES FOR LIGHTING & SIGNALS | 1 | LS |

This Change Order results in a net decrease of $268,281.51 to the Contract amount, for an adjusted Contract total of $10,590,528.21. The original Contract amount was $10,580,634.11. As a result of this and all Change Orders to-date, $9,894.10 has been added to the Contract, resulting in a .09% net increase in the overall Contract cost. Eighty-three (83) days will be added to the Contract for this Change Order.

**HNTB Corporation**

Oscar Salazar-Bueno, P.E.

# QUANTITY ADJUSTMENT PROPOSAL

Item 999-WC08

Contractor: DeNucci Constructors, LLC.

Project Name: T4327 Great Oaks Improvements

Change Order Proposal Number: 13 Date: 5/30/2023

Description: Irrigation repair work near BCMUD Duck Pond.

**Labor:**

| Position | Quantity | RT Hrs | OT Hrs | | RT Rate | OT Rate | Total |
|---|---|---|---|---|---|---|---|
| Excavation Foreman (NC) | 3 | 0 | HR | | $60.00 | $90.00 | $180.00 |
| Excavation Operator (MRC) | 3 | 0 | HR | | $24.50 | $36.75 | $73.50 |
| Excavation Laborer (EG) | 3 | 0 | HR | | $22.00 | $33.00 | $66.00 |
| | 0 | 0 | 0 | | $24.50 | $36.75 | $0.00 |
| | 0 | 0 | 0 | | $23.50 | $35.25 | $0.00 |
| | 0 | 0 | 0 | | $24.00 | $36.00 | $0.00 |
| | 0 | 0 | 0 | | $24.00 | $36.00 | $0.00 |
| | 0 | 0 | 0 | | $24.00 | $36.00 | $0.00 |
| | 0 | 0 | 0 | | $24.00 | $36.00 | $0.00 |
| | 0 | 0 | 0 | | $23.50 | $35.25 | $0.00 |
| | 0 | 0 | 0 | | $35.00 | $52.50 | $0.00 |
| | 0 | 0 | 0 | | $0.00 | $0.00 | $0.00 |
| | | | | | | Subtotal | $319.50 |

**Material**

| Description | Quantity | | Unit | | Rate | Total |
|---|---|---|---|---|---|---|
| Home Depot | 1 | | LS | | $43.84 | $43.84 |
| | 0 | | | | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 |
| | 0 | | | | $0.00 | $0.00 |
| | | | | | Subtotal | $43.84 |

**Subcontractors/Vendors:**

| Description | Total |
|---|---|
| TXU Electrical Meters | ~~$225.91~~ |
| | |
| Subtotal | ~~$225.91~~ |

**Unit Pricing**

| Description | Quantity | | Unit | | Price | Total |
|---|---|---|---|---|---|---|
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | | $0.00 |
| | | | | | Subtotal | $0.00 |

**Equipment:**

| Description | Quantity | | Unit | Operating Cost/Day | FHWA Rate | Total |
|---|---|---|---|---|---|---|
| CAT 304 Mini Excavator | 3 | | HR | | $56.27 | $168.81 |
| | 0 | | HR | | $0.00 | $0.00 |
| | 0 | | HR | | $0.00 | $0.00 |
| | 0 | | HR | | $0.00 | $0.00 |
| | 0 | | HR | | $0.00 | $0.00 |
| | | | | | | $0.00 |
| | | | | | Subtotal | $168.81 |

| | | |
|---|---|---|
| Labor | | $319.50 |
| Labor Burden | 55% | $175.73 |
| Labor P & O | 15% | $47.93 |
| Material | | $43.84 |
| Material P & O | 15% | $6.58 |
| Subcontractor | | ~~$225.91~~ |
| Subcontractor P & O | 15% | $33.89 |
| Bid Item | | $0.00 |
| Equipment | | $168.81 |
| Bond | 1% | $0.00 |
| **TOTAL** | | $796.26 |

**Additional days requested: 1**

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054253165655
**Invoice Date:** 02/03/2023

Item 999-WC09

## Account Summary

| Previous Balance | Credits/Payments | Balance Forward | Current Charges | Amount Due | Due Date |
|---|---|---|---|---|---|
| $0.00 | $0.00 | $0.00 | $97.56 | **$97.56** | **02/21/2023** |

**See remaining pages for invoice details.**

## Customer Communications

*We look forward to powering your business, and we're here for you. If you have questions about your bill or service, call us at 833-938-1216 from 7 a.m. to 7 p.m. Monday to Friday and 8 a.m. to 5 p.m. Saturday.*

The total TXU billing is $1,763.29

## How to Contact Us

**Customer Service: 972-791-2897 or 1-800-711-9112 (8:30AM - 5:30PM M-F)**

**Power Outage Notification:**
Oncor Electric Delivery - 1-888-313-4747

REP Certificate: #10004

Please return this portion with your payment in the enclosed envelope. Make checks payable to TXU Energy. Do not include correspondence with your payment.

**The TXU Energy Aid℠ program helps families in critical situations with bill payment assistance.**

**For Donations Only**

One-time gift to TXU Energy Aid℠ program **$** _____

Recurring monthly donation to TXU Energy Aid℠ program **$** _____

**Account Number:**
900056066479

| Amount Due | Due Date |
|---|---|
| **$97.56** | **02/21/2023** |

**To ensure proper payment posting, please provide this number (900056066479) on all payments and send to the address directly below.**

DENUCCI CONSTRUCTORS

TXU ENERGY
PO BOX 650638
DALLAS, TX 75265-0638

21900056066479000000975600000000004

## *Important Information*

**Your satisfaction is our top priority. Do you have feedback? Email us at txuexec@txu.com or write us at TXU Energy Executive Feedback, PO Box 650764, Dallas, TX 75265-0764. Your variable price hasn't changed with this bill. The amount billed may include price changes allowed by law or regulatory actions. See an unauthorized charge on your bill? Call us toll-free at 1-800-711-9112 (8:30AM - 5:30PM M-F), and we'll work to resolve any issues.** If you're not satisfied with the resolution, you may file a complaint with the Public Utility Commission of Texas PO Box 13326, Austin, TX 78711-3326; (512)936-7120 or toll-free in Texas (888)782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Public Utility Commission of Texas at (512)936-7136.

## *Account Summary Detail*

| | | |
|---|---|---|
| **Previous Balance** | **$** | **0.00** |
| **Credits/Payments** | **$** | **0.00** |
| **Balance Forward** | **$** | **0.00** |
| **Debits/Charges** | **$** | **0.00** |

## Account Summary

E=Estimated Read, F=Final Read, A=Adjustment

| Service Address | ESI ID | Previous Meter Read | Current Meter Read | Total Consumption (kWh) | Actual Demand (kW/kVa) | Billed Demand (kW/kVa) | Total Commercial Charges (REP) | Total Distribution Charges (TDU) | Total Taxes | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005002518 | 01/27/2023 | 02/01/2023 | - | - | - | $4.99 | $25.62 | $1.91 | $32.52 |
| 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720000656763 | 01/27/2023 | 02/01/2023 | - | - | - | $4.99 | $25.62 | $1.91 | $32.52 |
| 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005897643 | 01/27/2023 | 02/01/2023 | - | - | - | $4.99 | $25.62 | $1.91 | $32.52 |
| **Totals** | | | | **0.0** | | | **$14.97** | **$76.86** | **$5.73** | **$97.56** |

| | |
|---|---|
| **Debits** | **-** |
| **Current Charges** | **$97.56** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054253165655
**Invoice Date:** 02/03/2023

**ESI ID Detail:**

**Service Address:** 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005002518
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 158764321LG | 6 | Actual | 01/27/2023 | 0 | 02/01/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 01/27/2023 to 02/01/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 1.62 |
| Account Initiation | $ | 24.00 |
| **Subtotal** | **$** | **25.62** |
| **Sales Tax** | **$** | **1.60** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **32.52** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **27.22** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054253165655
**Invoice Date:** 02/03/2023

## ESI ID Detail:

**Service Address:** 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720000656763
**Product:** Business Flex℠

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606777LG | 6 | Actual | 01/27/2023 | 0 | 02/01/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex℠**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 01/27/2023 to 02/01/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 1.62 |
| Account Initiation | $ | 24.00 |
| **Subtotal** | **$** | **25.62** |
| **Sales Tax** | **$** | **1.60** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **32.52** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **27.22** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054253165655
**Invoice Date:** 02/03/2023

**ESI ID Detail:**

**Service Address:** 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005897643
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606779LG | 6 | Actual | 01/27/2023 | 0 | 02/01/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 01/27/2023 to 02/01/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 1.62 |
| Account Initiation | $ | 24.00 |
| **Subtotal** | **$** | **25.62** |
| **Sales Tax** | **$** | **1.60** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **32.52** |
| **Current Charges** | **$** | **97.56** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **27.22** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055577979047
**Invoice Date:** 03/07/2023

Item 999-WC09

## Account Summary

| Previous Balance | Credits/Payments | Balance Forward | Current Charges | Amount Due | Due Date |
|---|---|---|---|---|---|
| $97.56 | $0.00 | $97.56 | $46.67 | **$144.23** | **03/23/2023** |

**See remaining pages for invoice details.**

## Customer Communications

**Energy use was high Jan. 30 – Feb. 2 during the freeze.**

During freezing weather, your business can use as much energy as it does on a hot summer day, and can also increase delivery charges from your Transmission & Distribution Utility (TDU). Adjusting the thermostat before you close helps save. See your winter usage anytime at txu.com/myaccount. And find more ways to save at txu.com/business.

## How to Contact Us

**Customer Service: 972-791-2897 or 1-800-711-9112 (8:30AM - 5:30PM M-F)**

**Power Outage Notification:**
Oncor Electric Delivery - 1-888-313-4747

REP Certificate: #10004

Please return this portion with your payment in the enclosed envelope. Make checks payable to TXU Energy. Do not include correspondence with your payment.

**The TXU Energy Aid℠ program helps families in critical situations with bill payment assistance.**

**For Donations Only**

One-time gift to TXU Energy Aid℠ program **$** _____

Recurring monthly donation to TXU Energy Aid℠ program **$** _____

**Account Number:**
900056066479

| Amount Due | Due Date |
|---|---|
| **$144.23** | **03/23/2023** |

**To ensure proper payment posting, please provide this number (900056066479) on all payments and send to the address directly below.**

DENUCCI CONSTRUCTORS

TXU ENERGY
PO BOX 650638
DALLAS, TX 75265-0638

21900056066479000001442300000097562

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055577979047
**Invoice Date:** 03/07/2023

## *Important Information*

**Your satisfaction is our top priority. Do you have feedback? Email us at txuexec@txu.com or write us at TXU Energy Executive Feedback, PO Box 650764, Dallas, TX 75265-0764. Your variable price hasn't changed with this bill. The amount billed may include price changes allowed by law or regulatory actions. See an unauthorized charge on your bill? Call us toll-free at 1-800-711-9112 (8:30AM - 5:30PM M-F), and we'll work to resolve any issues.** If you're not satisfied with the resolution, you may file a complaint with the Public Utility Commission of Texas PO Box 13326, Austin, TX 78711-3326; (512)936-7120 or toll-free in Texas (888)782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Public Utility Commission of Texas at (512)936-7136.

## *Account Summary Detail*

| | | |
|---|---|---|
| **Previous Balance** | **$** | **97.56** |
| **Credits/Payments** | **$** | **0.00** |
| **Balance Forward** | **$** | **97.56** |
| **Debits/Charges** | | |
| Late Payment Penalty | $ | 4.88 |
| **Subtotal** | **$** | **4.88** |

## Account Summary

E=Estimated Read, F=Final Read, A=Adjustment

| Service Address | ESI ID | Previous Meter Read | Current Meter Read | Total Consumption (kWh) | Actual Demand (kW/kVa) | Billed Demand (kW/kVa) | Total Commercial Charges (REP) | Total Distribution Charges (TDU) | Total Taxes | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005002518 | 02/02/2023 | 03/05/2023 | - | - | - | $4.99 | $8.12 | $0.82 | $13.93 |
| 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720000656763 | 02/02/2023 | 03/05/2023 | - | - | - | $4.99 | $8.12 | $0.82 | $13.93 |
| 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005897643 | 02/02/2023 | 03/05/2023 | - | - | - | $4.99 | $8.12 | $0.82 | $13.93 |
| **Totals** | | | | **0.0** | | | **$14.97** | **$24.36** | **$2.46** | **$41.79** |

| | | |
|---|---|---|
| **Debits** | Not paying late fee. | **$4.88** |
| **Current Charges** | | **$46.67** |

**ESI ID Detail:**

**Service Address:** 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005002518
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 158764321LG | 32 | Actual | 02/02/2023 | 0 | 03/05/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 02/02/2023 to 03/05/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 8.12 |
| **Subtotal** | **$** | **8.12** |
| **Sales Tax** | **$** | **0.51** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **13.93** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **8.63** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055577979047
**Invoice Date:** 03/07/2023

## ESI ID Detail:

**Service Address:** 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720000656763
**Product:** Business Flex℠

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606777LG | 32 | Actual | 02/02/2023 | 0 | 03/05/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex℠**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 02/02/2023 to 03/05/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 8.12 |
| **Subtotal** | **$** | **8.12** |
| **Sales Tax** | **$** | **0.51** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **13.93** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **8.63** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055577979047
**Invoice Date:** 03/07/2023

**ESI ID Detail:**

**Service Address:** 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005897643
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606779LG | 32 | Actual | 02/02/2023 | 0 | 03/05/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 02/02/2023 to 03/05/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 8.12 |
| **Subtotal** | **$** | **8.12** |
| **Sales Tax** | **$** | **0.51** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **13.93** |
| **Current Charges** | **$** | **46.67** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **8.63** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055627983950
**Invoice Date:** 04/05/2023

Item 999-WC09

## Account Summary

| Previous Balance | Credits/Payments | Balance Forward | Current Charges | Amount Due | Due Date |
|---|---|---|---|---|---|
| $144.23 | $0.00 | $144.23 | $43.88 | **$188.11** | **04/21/2023** |

**See remaining pages for invoice details.**

## Customer Communications

For information about load shedding procedures from your Transmission & Distribution Utility in case of a power emergency, visit txu.com/loadshedding.

**Electricity use changes with the seasons.**

The less your heater and A/C run, the more energy you can save. You can always see how much electricity your business is using and how the weather affects it without having to wait for your bill in MyAccount. Sign in by visiting txu.com.

## How to Contact Us

**Customer Service: 972-791-2897 or 1-800-711-9112 (8:30AM - 5:30PM M-F)**

**Power Outage Notification:**
Oncor Electric Delivery - 1-888-313-4747

REP Certificate: #10004

Please return this portion with your payment in the enclosed envelope. Make checks payable to TXU Energy. Do not include correspondence with your payment.

**The TXU Energy Aid℠ program helps families in critical situations with bill payment assistance.**

**For Donations Only**

One-time gift to TXU Energy Aid℠ program **$** _____

Recurring monthly donation to TXU Energy Aid℠ program **$** _____

**Account Number:**
900056066479

| Amount Due | Due Date |
|---|---|
| **$188.11** | **04/21/2023** |

**To ensure proper payment posting, please provide this number (900056066479) on all payments and send to the address directly below.**

DENUCCI CONSTRUCTORS
8310-1 N CAPITAL OF TEXAS HIDEWAY, STE 275
AUSTIN TX 78731-1026

TXU ENERGY
PO BOX 650638
DALLAS, TX 75265-0638

21900056066479000001881100000144234

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055627983950
**Invoice Date:** 04/05/2023

## *Important Information*

**Your satisfaction is our top priority. Do you have feedback? Email us at txuexec@txu.com or write us at TXU Energy Executive Feedback, PO Box 650764, Dallas, TX 75265-0764. Your variable price hasn't changed with this bill. The amount billed may include price changes allowed by law or regulatory actions. See an unauthorized charge on your bill? Call us toll-free at 1-800-711-9112 (8:30AM - 5:30PM M-F), and we'll work to resolve any issues.** If you're not satisfied with the resolution, you may file a complaint with the Public Utility Commission of Texas PO Box 13326, Austin, TX 78711-3326; (512)936-7120 or toll-free in Texas (888)782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Public Utility Commission of Texas at (512)936-7136.

## *Account Summary Detail*

| | | |
|---|---|---|
| **Previous Balance** | **$** | **144.23** |
| **Credits/Payments** | **$** | **0.00** |
| **Balance Forward** | **$** | **144.23** |
| **Debits/Charges** | | |
| Late Payment Penalty | $ | 2.09 |
| **Subtotal** | **$** | **2.09** |

## Account Summary

E=Estimated Read, F=Final Read, A=Adjustment

| Service Address | ESI ID | Previous Meter Read | Current Meter Read | Total Consumption (kWh) | Actual Demand (kW/kVa) | Billed Demand (kW/kVa) | Total Commercial Charges (REP) | Total Distribution Charges (TDU) | Total Taxes | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005002518 | 03/06/2023 | 04/03/2023 | - | - | - | $4.99 | $8.12 | $0.82 | $13.93 |
| 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720000656763 | 03/06/2023 | 04/03/2023 | - | - | - | $4.99 | $8.12 | $0.82 | $13.93 |
| 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005897643 | 03/06/2023 | 04/03/2023 | - | - | - | $4.99 | $8.12 | $0.82 | $13.93 |

| | | | | | |
|---|---|---|---|---|---|
| **Totals** | **0.0** | **$14.97** | **$24.36** | **$2.46** | **$41.79** |

| | | |
|---|---|---|
| **Debits** | Not paying late fee. | **$2.09** |

| | |
|---|---|
| **Current Charges** | **$43.88** |

**ESI ID Detail:**

**Service Address:** 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005002518
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 158764321LG | 29 | Actual | 03/06/2023 | 0 | 04/03/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 03/06/2023 to 04/03/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 8.12 |
| **Subtotal** | **$** | **8.12** |
| **Sales Tax** | **$** | **0.51** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **13.93** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **8.63** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055627983950
**Invoice Date:** 04/05/2023

## ESI ID Detail:

**Service Address:** 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720000656763
**Product:** Business Flex℠

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606777LG | 29 | Actual | 03/06/2023 | 0 | 04/03/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex℠**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 03/06/2023 to 04/03/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 8.12 |
| **Subtotal** | **$** | **8.12** |
| **Sales Tax** | **$** | **0.51** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **13.93** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **8.63** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055627983950
**Invoice Date:** 04/05/2023

**ESI ID Detail:**

**Service Address:** 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005897643
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606779LG | 29 | Actual | 03/06/2023 | 0 | 04/03/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 03/06/2023 to 04/03/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 8.12 |
| **Subtotal** | **$** | **8.12** |
| **Sales Tax** | **$** | **0.51** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **13.93** |
| **Current Charges** | **$** | **43.88** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **8.63** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054878136666
**Invoice Date:** 05/05/2023

Item 999-WC09

## Account Summary

| Previous Balance | Credits/Payments | Balance Forward | Current Charges | Amount Due | Due Date |
|---|---|---|---|---|---|
| $188.11 | $429.90 CR | $241.79 CR | $37.80 | **$203.99 CR** | **05/22/2023** |

**See remaining pages for invoice details.**

## Customer Communications

**Electricity use changes with the seasons.**

The less your heater and A/C run, the more energy you can save. You can always see how much electricity your business is using and how the weather affects it without having to wait for your bill in MyAccount. Sign in by visiting txu.com.

## How to Contact Us

**Customer Service: 972-791-2897 or 1-800-711-9112 (8:30AM - 5:30PM M-F)**

**Power Outage Notification:**
Oncor Electric Delivery - 1-888-313-4747

REP Certificate: #10004

Please return this portion with your payment in the enclosed envelope. Make checks payable to TXU Energy. Do not include correspondence with your payment.

**The TXU Energy Aid℠ program helps families in critical situations with bill payment assistance.**

**For Donations Only**

One-time gift to TXU Energy Aid℠ program **$** _____

Recurring monthly donation to TXU Energy Aid℠ program **$** _____

**Account Number:**
900056066479

| Amount Due | Due Date |
|---|---|
| **$203.99 CR** | **05/22/2023** |

No payment is due on this bill.

DENUCCI CONSTRUCTORS
8310-1 N CAPITAL OF TEXAS HIDEWAY, STE 275
AUSTIN TX 78731-1026

TXU ENERGY
PO BOX 650638
DALLAS, TX 75265-0638

21900056066479000000000000000000006

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054878136666
**Invoice Date:** 05/05/2023

## *Important Information*

**Your satisfaction is our top priority. Do you have feedback? Email us at txuexec@txu.com or write us at TXU Energy Executive Feedback, PO Box 650764, Dallas, TX 75265-0764. Your variable price hasn't changed with this bill. The amount billed may include price changes allowed by law or regulatory actions. See an unauthorized charge on your bill? Call us toll-free at 1-800-711-9112 (8:30AM - 5:30PM M-F), and we'll work to resolve any issues.** If you're not satisfied with the resolution, you may file a complaint with the Public Utility Commission of Texas PO Box 13326, Austin, TX 78711-3326; (512)936-7120 or toll-free in Texas (888)782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Public Utility Commission of Texas at (512)936-7136.

## *Account Summary Detail*

| | | | | |
|---|---|---|---|---|
| **Previous Balance** | | **$** | **188.11** | |
| **Credits/Payments** | | | | |
| Inc. Check Payment | 04/22/2023 | $ | 188.11 | CR |
| Inc. Check Payment | 04/05/2023 | $ | 241.79 | CR |
| **Subtotal** | | **$** | **429.90** | **CR** |
| **Balance Forward** | | **$** | **241.79** | **CR** |
| **Debits/Charges** | | **$** | **0.00** | |

## Account Summary

E=Estimated Read, F=Final Read, A=Adjustment

| Service Address | ESI ID | Previous Meter Read | Current Meter Read | Total Consumption (kWh) | Actual Demand (kW/kVa) | Billed Demand (kW/kVa) | Total Commercial Charges (REP) | Total Distribution Charges (TDU) | Total Taxes | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005002518 | 04/04/2023 | 05/03/2023 | - | - | - | $4.99 | $6.87 | $0.74 | $12.60 |
| 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720000656763 | 04/04/2023 | 05/03/2023 | - | - | - | $4.99 | $6.87 | $0.74 | $12.60 |
| 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005897643 | 04/04/2023 | 05/03/2023 | - | - | - | $4.99 | $6.87 | $0.74 | $12.60 |
| **Totals** | | | | **0.0** | | | **$14.97** | **$20.61** | **$2.22** | **$37.80** |

| | |
|---|---|
| **Debits** | **-** |
| **Current Charges** | **$37.80** |

**ESI ID Detail:**

**Service Address:** 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005002518
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 158764321LG | 30 | Actual | 04/04/2023 | 0 | 05/03/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 04/04/2023 to 05/03/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 6.87 |
| **Subtotal** | **$** | **6.87** |
| **Sales Tax** | **$** | **0.43** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **12.60** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **7.30** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054878136666
**Invoice Date:** 05/05/2023

## ESI ID Detail:

**Service Address:** 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720000656763
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606777LG | 30 | Actual | 04/04/2023 | 0 | 05/03/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 04/04/2023 to 05/03/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 6.87 |
| **Subtotal** | **$** | **6.87** |
| **Sales Tax** | **$** | **0.43** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **12.60** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **7.30** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054878136666
**Invoice Date:** 05/05/2023

**ESI ID Detail:**

**Service Address:** 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005897643
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606779LG | 30 | Actual | 04/04/2023 | 0 | 05/03/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 04/04/2023 to 05/03/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 6.87 |
| **Subtotal** | **$** | **6.87** |
| **Sales Tax** | **$** | **0.43** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **12.60** |
| **Current Charges** | **$** | **37.80** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **7.30** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055553030335
**Invoice Date:** 06/06/2023

Item 999-WC09

## Account Summary

| Previous Balance | Credits/Payments | Balance Forward | Current Charges | Amount Due | Due Date |
|---|---|---|---|---|---|
| $203.99 CR | $0.00 | $203.99 CR | $37.80 | **$166.19 CR** | **06/22/2023** |

**See remaining pages for invoice details.**

## Customer Communications

**Texas is heating up.**
And that means more work for your A/C to keep you and your employees comfortable. See how your business is using energy anytime in MyAccount. Sign in at txu.com/myaccount.

## How to Contact Us

**Customer Service: 972-791-2897 or 1-800-711-9112 (8:30AM - 5:30PM M-F)**

**Power Outage Notification:**
Oncor Electric Delivery - 1-888-313-4747

REP Certificate: #10004

Please return this portion with your payment in the enclosed envelope. Make checks payable to TXU Energy. Do not include correspondence with your payment.

**The TXU Energy Aid℠ program helps families in critical situations with bill payment assistance.**

**For Donations Only**

One-time gift to TXU Energy Aid℠ program **$** _____

Recurring monthly donation to TXU Energy Aid℠ program **$** _____

**Account Number:**
900056066479

| Amount Due | Due Date |
|---|---|
| **$166.19 CR** | **06/22/2023** |

No payment is due on this bill.

DENUCCI CONSTRUCTORS
8310-1 N CAPITAL OF TEXAS HIDEWAY, STE 275
AUSTIN TX 78731-1026

TXU ENERGY
PO BOX 650638
DALLAS, TX 75265-0638

21900056066479000000000000000000006

## *Important Information*

**Your satisfaction is our top priority. Do you have feedback? Email us at txuexec@txu.com or write us at TXU Energy Executive Feedback, PO Box 650764, Dallas, TX 75265-0764. Your variable price hasn't changed with this bill. The amount billed may include price changes allowed by law or regulatory actions. See an unauthorized charge on your bill? Call us toll-free at 1-800-711-9112 (8:30AM - 5:30PM M-F), and we'll work to resolve any issues.** If you're not satisfied with the resolution, you may file a complaint with the Public Utility Commission of Texas PO Box 13326, Austin, TX 78711-3326; (512)936-7120 or toll-free in Texas (888)782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Public Utility Commission of Texas at (512)936-7136.

## *Account Summary Detail*

| | | |
|---|---|---|
| **Previous Balance** | **$** | **203.99 CR** |
| **Credits/Payments** | **$** | **0.00** |
| **Balance Forward** | **$** | **203.99 CR** |
| **Debits/Charges** | **$** | **0.00** |

## Account Summary

E=Estimated Read, F=Final Read, A=Adjustment

| Service Address | ESI ID | Previous Meter Read | Current Meter Read | Total Consumption (kWh) | Actual Demand (kW/kVa) | Billed Demand (kW/kVa) | Total Commercial Charges (REP) | Total Distribution Charges (TDU) | Total Taxes | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005002518 | 05/04/2023 | 06/04/2023 | - | - | - | $4.99 | $6.87 | $0.74 | $12.60 |
| 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720000656763 | 05/04/2023 | 06/04/2023 | - | - | - | $4.99 | $6.87 | $0.74 | $12.60 |
| 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005897643 | 05/04/2023 | 06/04/2023 | - | - | - | $4.99 | $6.87 | $0.74 | $12.60 |
| **Totals** | | | | **0.0** | | | **$14.97** | **$20.61** | **$2.22** | **$37.80** |

| | |
|---|---|
| **Debits** | **-** |
| **Current Charges** | **$37.80** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055553030335
**Invoice Date:** 06/06/2023

**ESI ID Detail:**

**Service Address:** 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005002518
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 158764321LG | 32 | Actual | 05/04/2023 | 0 | 06/04/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 05/04/2023 to 06/04/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 6.87 |
| **Subtotal** | **$** | **6.87** |
| **Sales Tax** | **$** | **0.43** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **12.60** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **7.30** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055553030335
**Invoice Date:** 06/06/2023

## ESI ID Detail:

**Service Address:** 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720000656763
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606777LG | 32 | Actual | 05/04/2023 | 0 | 06/04/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 05/04/2023 to 06/04/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 6.87 |
| **Subtotal** | **$** | **6.87** |
| **Sales Tax** | **$** | **0.43** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **12.60** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **7.30** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055553030335
**Invoice Date:** 06/06/2023

**ESI ID Detail:**

**Service Address:** 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005897643
**Product:** Business Flex℠

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606779LG | 32 | Actual | 05/04/2023 | 0 | 06/04/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex℠**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 05/04/2023 to 06/04/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 6.87 |
| **Subtotal** | **$** | **6.87** |
| **Sales Tax** | **$** | **0.43** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **12.60** |
| **Current Charges** | **$** | **37.80** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **7.30** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054378243532
**Invoice Date:** 07/06/2023

Item 999-WC09

## Account Summary

| Previous Balance | Credits/Payments | Balance Forward | Current Charges | Amount Due | Due Date |
|---|---|---|---|---|---|
| $166.19 CR | $0.00 | $166.19 CR | $61.75 | **$104.44 CR** | **07/24/2023** |

**See remaining pages for invoice details.**

## Customer Communications

**Even just a few 100° days drive up A/C use.**
See how temperatures affect your usage and estimated bill anytime in MyAccount on txu.com. And please call us if you need more time to pay. We're here to help at 888-399-5501.

## How to Contact Us

**Customer Service: 972-791-2897 or 1-800-711-9112 (8:30AM - 5:30PM M-F)**

**Power Outage Notification:**
Oncor Electric Delivery - 1-888-313-4747

REP Certificate: #10004

Please return this portion with your payment in the enclosed envelope. Make checks payable to TXU Energy. Do not include correspondence with your payment.

**The TXU Energy Aid℠ program helps families in critical situations with bill payment assistance.**

**For Donations Only**

One-time gift to TXU Energy Aid℠ program **$** _____

Recurring monthly donation to TXU Energy Aid℠ program **$** _____

**Account Number:**
900056066479

| Amount Due | Due Date |
|---|---|
| **$104.44 CR** | **07/24/2023** |

No payment is due on this bill.

DENUCCI CONSTRUCTORS
8310-1 N CAPITAL OF TEXAS HIDEWAY, STE 275
AUSTIN TX 78731-1026

TXU ENERGY
PO BOX 650638
DALLAS, TX 75265-0638

21900056066479000000000000000000006

## *Important Information*

**Your satisfaction is our top priority. Do you have feedback? Email us at txuexec@txu.com or write us at TXU Energy Executive Feedback, PO Box 650764, Dallas, TX 75265-0764. Your variable price hasn't changed with this bill. The amount billed may include price changes allowed by law or regulatory actions. See an unauthorized charge on your bill? Call us toll-free at 1-800-711-9112 (8:30AM - 5:30PM M-F), and we'll work to resolve any issues.** If you're not satisfied with the resolution, you may file a complaint with the Public Utility Commission of Texas PO Box 13326, Austin, TX 78711-3326; (512)936-7120 or toll-free in Texas (888)782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Public Utility Commission of Texas at (512)936-7136.

## *Account Summary Detail*

| | | | |
|---|---|---|---|
| **Previous Balance** | **$** | **166.19** | **CR** |
| **Credits/Payments** | **$** | **0.00** | |
| **Balance Forward** | **$** | **166.19** | **CR** |
| **Debits/Charges** | **$** | **0.00** | |

## Account Summary

E=Estimated Read, F=Final Read, A=Adjustment

| Service Address | ESI ID | Previous Meter Read | Current Meter Read | Total Consumption (kWh) | Actual Demand (kW/kVa) | Billed Demand (kW/kVa) | Total Commercial Charges (REP) | Total Distribution Charges (TDU) | Total Taxes | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005002518 | 06/05/2023 | 07/04/2023 | 117 | - | - | $23.71 | $10.69 | $2.15 | $36.55 |
| 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720000656763 | 06/05/2023 | 07/04/2023 | - | - | - | $4.99 | $6.87 | $0.74 | $12.60 |
| 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005897643 | 06/05/2023 | 07/04/2023 | - | - | - | $4.99 | $6.87 | $0.74 | $12.60 |
| **Totals** | | | | **117** | | | **$33.69** | **$24.43** | **$3.63** | **$61.75** |

| | |
|---|---|
| **Debits** | **-** |
| **Current Charges** | **$61.75** |

**ESI ID Detail:**

**Service Address:** 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005002518
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 29.4 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 158764321LG | 30 | Actual | 06/05/2023 | 0 | 07/04/2023 | 117 | 1.00 | 117 | 0 | 0 |
| **TOTAL** | | | | | | | | 117 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 18.72 |
| **Sales Tax** | **$** | **1.48** |

**Electric Service Distribution**

**Service Period: 06/05/2023 to 07/04/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 10.69 |
| **Subtotal** | **$** | **10.69** |
| **Sales Tax** | **$** | **0.67** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **25.19** |
| **Total Charges for Meter ID** | **$** | **36.55** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **11.36** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054378243532
**Invoice Date:** 07/06/2023

## ESI ID Detail:

**Service Address:** 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720000656763
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606777LG | 30 | Actual | 06/05/2023 | 0 | 07/04/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 06/05/2023 to 07/04/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 6.87 |
| **Subtotal** | **$** | **6.87** |
| **Sales Tax** | **$** | **0.43** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **12.60** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **7.30** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054378243532
**Invoice Date:** 07/06/2023

**ESI ID Detail:**

**Service Address:** 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005897643
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 0.00 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606779LG | 30 | Actual | 06/05/2023 | 0 | 07/04/2023 | 0 | 1.00 | 0 | 0 | 0 |
| **TOTAL** | | | | | | | | 0 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| **Sales Tax** | **$** | **0.31** |

**Electric Service Distribution**

**Service Period: 06/05/2023 to 07/04/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 6.87 |
| **Subtotal** | **$** | **6.87** |
| **Sales Tax** | **$** | **0.43** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **5.30** |
| **Total Charges for Meter ID** | **$** | **12.60** |
| **Current Charges** | **$** | **61.75** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **7.30** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 056077812877
**Invoice Date:** 08/05/2023

Item 999-WC09

## Account Summary

| Previous Balance | Credits/Payments | Balance Forward | Current Charges | Amount Due | Due Date |
|---|---|---|---|---|---|
| $104.44 CR | $0.00 | $104.44 CR | $145.41 | **$40.97** | **08/21/2023** |

**See remaining pages for invoice details.**

## Customer Communications

**Triple-digit temps drive up A/C use.**
If you can, avoid turning on high-energy equipment and A/Cs at the same time, which can increase demand charges from your Transmission & Distribution Utility (TDU). See your usage and demand anytime in MyAccount on txu.com. And please give us a call if you need more time to pay. We're here to help at 888-399-5501.

## How to Contact Us

**Customer Service: 972-791-2897 or 1-800-711-9112 (8:30AM - 5:30PM M-F)**

**Power Outage Notification:**
Oncor Electric Delivery - 1-888-313-4747

REP Certificate: #10004

Please return this portion with your payment in the enclosed envelope. Make checks payable to TXU Energy. Do not include correspondence with your payment.

**The TXU Energy Aid℠ program helps families in critical situations with bill payment assistance.**

**For Donations Only**

One-time gift to TXU Energy Aid℠ program **$** _____

Recurring monthly donation to TXU Energy Aid℠ program **$** _____

**Account Number:**
900056066479

| Amount Due | Due Date |
|---|---|
| **$40.97** | **08/21/2023** |

**To ensure proper payment posting, please provide this number (900056066479) on all payments and send to the address directly below.**

DENUCCI CONSTRUCTORS
PO BOX 201268
AUSTIN TX 78720-1268

TXU ENERGY
PO BOX 650638
DALLAS, TX 75265-0638

21900056066479000000409700000000008

## *Important Information*

**Your satisfaction is our top priority. Do you have feedback? Email us at txuexec@txu.com or write us at TXU Energy Executive Feedback, PO Box 650764, Dallas, TX 75265-0764. Your variable price hasn't changed with this bill. The amount billed may include price changes allowed by law or regulatory actions. See an unauthorized charge on your bill? Call us toll-free at 1-800-711-9112 (8:30AM - 5:30PM M-F), and we'll work to resolve any issues.** If you're not satisfied with the resolution, you may file a complaint with the Public Utility Commission of Texas PO Box 13326, Austin, TX 78711-3326; (512) 936-7120 or toll-free in Texas (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Public Utility Commission of Texas at (800) 735-2988.

## *Account Summary Detail*

| | | |
|---|---|---|
| **Previous Balance** | **$** | **104.44 CR** |
| **Credits/Payments** | **$** | **0.00** |
| **Balance Forward** | **$** | **104.44 CR** |
| **Debits/Charges** | **$** | **0.00** |

## Account Summary

E=Estimated Read, F=Final Read, A=Adjustment

| Service Address | ESI ID | Previous Meter Read | Current Meter Read | Total Consumption (kWh) | Actual Demand (kW/kVa) | Billed Demand (kW/kVa) | Total Commercial Charges (REP) | Total Distribution Charges (TDU) | Total Taxes | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005002518 | 07/05/2023 | 08/02/2023 | 316 | - | - | $55.55 | $17.17 | $4.54 | $77.26 |
| 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720000656763 | 07/05/2023 | 08/02/2023 | 24 | - | - | $8.83 | $7.64 | $1.03 | $17.50 |
| 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005897643 | 07/05/2023 | 08/02/2023 | 186 | - | - | $34.75 | $12.92 | $2.98 | $50.65 |
| **Totals** | | | | **526** | | | **$99.13** | **$37.73** | **$8.55** | **$145.41** |

| | |
|---|---|
| **Debits** | **-** |
| **Current Charges** | **$145.41** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 056077812877
**Invoice Date:** 08/05/2023

**ESI ID Detail:**

**Service Address:** 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005002518
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 23.0 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 158764321LG | 29 | Actual | 07/05/2023 | 117 | 08/02/2023 | 433 | 1.00 | 316 | 0 | 0 |
| **TOTAL** | | | | | | | | 316 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 50.56 |
| **Sales Tax** | **$** | **3.47** |

**Electric Service Distribution**

**Service Period: 07/05/2023 to 08/02/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 17.17 |
| **Subtotal** | **$** | **17.17** |
| **Sales Tax** | **$** | **1.07** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **59.02** |
| **Total Charges for Meter ID** | **$** | **77.26** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **18.24** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 056077812877
**Invoice Date:** 08/05/2023

## ESI ID Detail:

**Service Address:** 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720000656763
**Product:** Business Flex℠

The average price you paid for electric service this month was 68.6 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606777LG | 29 | Actual | 07/05/2023 | 0 | 08/02/2023 | 24 | 1.00 | 24 | 0 | 0 |
| **TOTAL** | | | | | | | | 24 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex℠**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 3.84 |
| **Sales Tax** | **$** | **0.55** |

**Electric Service Distribution**

**Service Period: 07/05/2023 to 08/02/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 7.64 |
| **Subtotal** | **$** | **7.64** |
| **Sales Tax** | **$** | **0.48** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **9.38** |
| **Total Charges for Meter ID** | **$** | **17.50** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **8.12** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 056077812877
**Invoice Date:** 08/05/2023

**ESI ID Detail:**

**Service Address:** 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005897643
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 25.6 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606779LG | 29 | Actual | 07/05/2023 | 0 | 08/02/2023 | 186 | 1.00 | 186 | 0 | 0 |
| **TOTAL** | | | | | | | | 186 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 29.76 |
| **Sales Tax** | **$** | **2.17** |

**Electric Service Distribution**

**Service Period: 07/05/2023 to 08/02/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 12.92 |
| **Subtotal** | **$** | **12.92** |
| **Sales Tax** | **$** | **0.81** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **36.92** |
| **Total Charges for Meter ID** | **$** | **50.65** |
| **Current Charges** | **$** | **145.41** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **13.73** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054928193602
**Invoice Date:** 09/02/2023

Item 999-WC09

## Account Summary

| Previous Balance | Credits/Payments | Balance Forward | Current Charges | Amount Due | Due Date |
|---|---|---|---|---|---|
| $40.97 | $40.97 CR | $0.00 | $265.22 | **$265.22** | **09/18/2023** |

**See remaining pages for invoice details.**

## Customer Communications

**An extended heatwave is causing record-high electricity use.**
Please call us if you need more time to pay.
We're here for you at 888-399-5501.

## How to Contact Us

**Customer Service: 972-791-2897 or 1-800-711-9112 (8:30AM - 5:30PM M-F)**

**Power Outage Notification:**
Oncor Electric Delivery - 1-888-313-4747

REP Certificate: #10004

Please return this portion with your payment in the enclosed envelope. Make checks payable to TXU Energy. Do not include correspondence with your payment.

**The TXU Energy Aid℠ program helps families in critical situations with bill payment assistance.**

**For Donations Only**

One-time gift to TXU Energy Aid℠ program **$** _____

Recurring monthly donation to TXU Energy Aid℠ program **$** _____

**Account Number:**
900056066479

| Amount Due | Due Date |
|---|---|
| **$265.22** | **09/18/2023** |

**To ensure proper payment posting, please provide this number (900056066479) on all payments and send to the address directly below.**

DENUCCI CONSTRUCTORS
PO BOX 201268
AUSTIN TX 78720-1268

TXU ENERGY
PO BOX 650638
DALLAS, TX 75265-0638

21900056066479000002652200000000009

## *Important Information*

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## *Account Summary Detail*

| | | | |
|---|---|---|---|
| **Previous Balance** | | **$** | **40.97** |
| **Credits/Payments** | | | |
| Inc. Check Payment | 08/31/2023 | $ | 40.97 CR |
| **Subtotal** | | **$** | **40.97 CR** |
| **Balance Forward** | | **$** | **0.00** |
| **Debits/Charges** | | | |
| Late Payment Penalty | | $ | 2.05 |
| **Subtotal** | | **$** | **2.05** |

## Account Summary

E=Estimated Read, F=Final Read, A=Adjustment

| Service Address | ESI ID | Previous Meter Read | Current Meter Read | Total Consumption (kWh) | Actual Demand (kW/kVa) | Billed Demand (kW/kVa) | Total Commercial Charges (REP) | Total Distribution Charges (TDU) | Total Taxes | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005002518 | 08/03/2023 | 08/31/2023 | 349 | - | - | $60.83 | $20.16 | $5.06 | $86.05 |
| 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720000656763 | 08/03/2023 | 08/31/2023 | 102 | - | - | $21.31 | $10.76 | $2.00 | $34.07 |
| 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005897643 | 08/03/2023 | 08/31/2023 | 620 | - | - | $104.19 | $30.45 | $8.41 | $143.05 |
| **Totals** | | | | **1,071** | | | **$186.33** | **$61.37** | **$15.47** | **$263.17** |

| | | |
|---|---|---|
| **Debits** | Not paying late fee. | **$2.05** |
| **Current Charges** | | **$265.22** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054928193602
**Invoice Date:** 09/02/2023

**ESI ID Detail:**

**Service Address:** 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005002518
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 23.2 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 158764321LG | 29 | Actual | 08/03/2023 | 433 | 08/31/2023 | 782 | 1.00 | 349 | 0 | 0 |
| **TOTAL** | | | | | | | | 349 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 55.84 |
| **Sales Tax** | **$** | **3.80** |

**Electric Service Distribution**

**Service Period: 08/03/2023 to 08/31/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 20.16 |
| **Subtotal** | **$** | **20.16** |
| **Sales Tax** | **$** | **1.26** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **64.63** |
| **Total Charges for Meter ID** | **$** | **86.05** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **21.42** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054928193602
**Invoice Date:** 09/02/2023

## ESI ID Detail:

**Service Address:** 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720000656763
**Product:** Business Flex℠

The average price you paid for electric service this month was 31.4 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606777LG | 29 | Actual | 08/03/2023 | 24 | 08/31/2023 | 126 | 1.00 | 102 | 0 | 0 |
| **TOTAL** | | | | | | | | 102 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex℠**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 16.32 |
| **Sales Tax** | **$** | **1.33** |

**Electric Service Distribution**

**Service Period: 08/03/2023 to 08/31/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 10.76 |
| **Subtotal** | **$** | **10.76** |
| **Sales Tax** | **$** | **0.67** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **22.64** |
| **Total Charges for Meter ID** | **$** | **34.07** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **11.43** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 054928193602
**Invoice Date:** 09/02/2023

**ESI ID Detail:**

**Service Address:** 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005897643
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 21.7 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606779LG | 29 | Actual | 08/03/2023 | 186 | 08/31/2023 | 806 | 1.00 | 620 | 0 | 0 |
| **TOTAL** | | | | | | | | 620 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 99.20 |
| **Sales Tax** | **$** | **6.51** |

**Electric Service Distribution**

**Service Period: 08/03/2023 to 08/31/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 30.45 |
| **Subtotal** | **$** | **30.45** |
| **Sales Tax** | **$** | **1.90** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **110.70** |
| **Total Charges for Meter ID** | **$** | **143.05** |
| **Current Charges** | **$** | **265.22** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **32.35** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 056376888448
**Invoice Date:** 10/04/2023

Item 999-WC09

## Account Summary

| Previous Balance | Credits/Payments | Balance Forward | Current Charges | Amount Due | Due Date |
|---|---|---|---|---|---|
| $265.22 | $265.22 CR | $0.00 | $315.79 | **$315.79** | **10/20/2023** |

**See remaining pages for invoice details.**

## Customer Communications

For information about load shedding procedures from your Transmission & Distribution Utility in case of a power emergency, visit txu.com/loadshedding.

**Here for you 24/7**
The recent heatwave was tough on A/Cs and usage. If you need a little payment flexibility, please call us at 888-399-5501 so we can help.

## How to Contact Us

**Customer Service: 972-791-2897 or 1-800-711-9112 (8:30AM - 5:30PM M-F)**

**Power Outage Notification:**
Oncor Electric Delivery - 1-888-313-4747

REP Certificate: #10004

Please return this portion with your payment in the enclosed envelope. Make checks payable to TXU Energy. Do not include correspondence with your payment.

**The TXU Energy Aid℠ program helps families in critical situations with bill payment assistance.**

**For Donations Only**

One-time gift to TXU Energy Aid℠ program **$** _____

Recurring monthly donation to TXU Energy Aid℠ program **$** _____

**Account Number:**
900056066479

| Amount Due | Due Date |
|---|---|
| **$315.79** | **10/20/2023** |

**To ensure proper payment posting, please provide this number (900056066479) on all payments and send to the address directly below.**

DENUCCI CONSTRUCTORS
PO BOX 201268
AUSTIN TX 78720-1268

TXU ENERGY
PO BOX 650638
DALLAS, TX 75265-0638

21900056066479000003157900000000002

## *Important Information*

**Your satisfaction is our top priority. Do you have feedback? Email us at txuexec@txu.com or write us at TXU Energy Executive Feedback, PO Box 650764, Dallas, TX 75265-0764. Your variable price hasn't changed with this bill. The amount billed may include price changes allowed by law or regulatory actions. See an unauthorized charge on your bill? Call us toll-free at 1-800-711-9112 (8:30AM - 5:30PM M-F), and we'll work to resolve any issues.** If you're not satisfied with the resolution, you may file a complaint with the Public Utility Commission of Texas PO Box 13326, Austin, TX 78711-3326; (512) 936-7120 or toll-free in Texas (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Public Utility Commission of Texas at (800) 735-2988.

## *Account Summary Detail*

| | | | | |
|---|---|---|---|---|
| **Previous Balance** | | **$** | **265.22** | |
| **Credits/Payments** | | | | |
| Inc. Check Payment | 09/25/2023 | $ | 265.22 | CR |
| **Subtotal** | | **$** | **265.22** | **CR** |
| **Balance Forward** | | **$** | **0.00** | |
| **Debits/Charges** | | | | |
| Late Payment Penalty | | $ | 13.16 | |
| **Subtotal** | | **$** | **13.16** | |

## Account Summary

E=Estimated Read, F=Final Read, A=Adjustment

| Service Address | ESI ID | Previous Meter Read | Current Meter Read | Total Consumption (kWh) | Actual Demand (kW/kVa) | Billed Demand (kW/kVa) | Total Commercial Charges (REP) | Total Distribution Charges (TDU) | Total Taxes | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005002518 | 09/01/2023 | 10/02/2023 | 398 | - | - | $68.67 | $21.99 | $5.66 | $96.32 |
| 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720000656763 | 09/01/2023 | 10/02/2023 | 123 | - | - | $24.67 | $11.54 | $2.26 | $38.47 |
| 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005897643 | 09/01/2023 | 10/02/2023 | 738 | - | - | $123.07 | $34.90 | $9.87 | $167.84 |
| **Totals** | | | | **1,259** | | | **$216.41** | **$68.43** | **$17.79** | **$302.63** |

| | | |
|---|---|---|
| **Debits** | Not paying late fee. | **$13.16** |

| | |
|---|---|
| **Current Charges** | **$315.79** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 056376888448
**Invoice Date:** 10/04/2023

**ESI ID Detail:**

**Service Address:** 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005002518
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 22.8 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 158764321LG | 32 | Actual | 09/01/2023 | 782 | 10/02/2023 | 1,180 | 1.00 | 398 | 0 | 0 |
| **TOTAL** | | | | | | | | 398 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 63.68 |
| **Sales Tax** | **$** | **4.29** |

**Electric Service Distribution**

**Service Period: 09/01/2023 to 10/02/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 21.99 |
| **Subtotal** | **$** | **21.99** |
| **Sales Tax** | **$** | **1.37** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **72.96** |
| **Total Charges for Meter ID** | **$** | **96.32** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **23.36** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 056376888448
**Invoice Date:** 10/04/2023

## ESI ID Detail:

**Service Address:** 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720000656763
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 29.4 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606777LG | 32 | Actual | 09/01/2023 | 126 | 10/02/2023 | 249 | 1.00 | 123 | 0 | 0 |
| **TOTAL** | | | | | | | | 123 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 19.68 |
| **Sales Tax** | **$** | **1.54** |

**Electric Service Distribution**

**Service Period: 09/01/2023 to 10/02/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 11.54 |
| **Subtotal** | **$** | **11.54** |
| **Sales Tax** | **$** | **0.72** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **26.21** |
| **Total Charges for Meter ID** | **$** | **38.47** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **12.26** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 056376888448
**Invoice Date:** 10/04/2023

**ESI ID Detail:**

**Service Address:** 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005897643
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 21.4 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606779LG | 32 | Actual | 09/01/2023 | 806 | 10/02/2023 | 1,544 | 1.00 | 738 | 0 | 0 |
| **TOTAL** | | | | | | | | 738 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 118.08 |
| **Sales Tax** | **$** | **7.69** |

**Electric Service Distribution**

**Service Period: 09/01/2023 to 10/02/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 34.90 |
| **Subtotal** | **$** | **34.90** |
| **Sales Tax** | **$** | **2.18** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **130.76** |
| **Total Charges for Meter ID** | **$** | **167.84** |
| **Current Charges** | **$** | **315.79** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **37.08** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055053214441
**Invoice Date:** 11/03/2023

Item 999-WC09

## Account Summary

| Previous Balance | Credits/Payments | Balance Forward | Current Charges | Amount Due | Due Date |
|---|---|---|---|---|---|
| $315.79 | $315.79 CR | $0.00 | $303.51 | **$303.51** | **11/20/2023** |

**See remaining pages for invoice details.**

## Customer Communications

**This September was the hottest on record.**
And electricity use was higher than normal. If you need more time to pay, please call us at **888-399-5501**. We're here for you 24/7 offering additional payment flexibility.

## How to Contact Us

**Customer Service: 972-791-2897 or 1-800-711-9112 (8:30AM - 5:30PM M-F)**

**Power Outage Notification:**
Oncor Electric Delivery - 1-888-313-4747

REP Certificate: #10004

Please return this portion with your payment in the enclosed envelope. Make checks payable to TXU Energy. Do not include correspondence with your payment.

**The TXU Energy Aid℠ program helps families in critical situations with bill payment assistance.**

**For Donations Only**

One-time gift to TXU Energy Aid℠ program **$** _____

Recurring monthly donation to TXU Energy Aid℠ program **$** _____

**Account Number:**
900056066479

| Amount Due | Due Date |
|---|---|
| **$303.51** | **11/20/2023** |

**To ensure proper payment posting, please provide this number (900056066479) on all payments and send to the address directly below.**

DENUCCI CONSTRUCTORS
PO BOX 201268
AUSTIN TX 78720-1268

TXU ENERGY
PO BOX 650638
DALLAS, TX 75265-0638

21900056066479000003035100000000007

## *Important Information*

**Your satisfaction is our top priority. Do you have feedback? Email us at txuexec@txu.com or write us at TXU Energy Executive Feedback, PO Box 650764, Dallas, TX 75265-0764. Your variable price hasn't changed with this bill. The amount billed may include price changes allowed by law or regulatory actions. See an unauthorized charge on your bill? Call us toll-free at 1-800-711-9112 (8:30AM - 5:30PM M-F), and we'll work to resolve any issues.** If you're not satisfied with the resolution, you may file a complaint with the Public Utility Commission of Texas PO Box 13326, Austin, TX 78711-3326; (512) 936-7120 or toll-free in Texas (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Public Utility Commission of Texas at (800) 735-2988.

## *Account Summary Detail*

| | | | | |
|---|---|---|---|---|
| **Previous Balance** | | **$** | **315.79** | |
| **Credits/Payments** | | | | |
| Inc. Check Payment | 10/20/2023 | $ | 315.79 | CR |
| **Subtotal** | | **$** | **315.79** | **CR** |
| **Balance Forward** | | **$** | **0.00** | |
| **Debits/Charges** | | **$** | **0.00** | |

## Account Summary

E=Estimated Read, F=Final Read, A=Adjustment

| Service Address | ESI ID | Previous Meter Read | Current Meter Read | Total Consumption (kWh) | Actual Demand (kW/kVa) | Billed Demand (kW/kVa) | Total Commercial Charges (REP) | Total Distribution Charges (TDU) | Total Taxes | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005002518 | 10/03/2023 | 11/01/2023 | 377 | - | - | $65.31 | $21.19 | $5.40 | $91.90 |
| 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720000656763 | 10/03/2023 | 11/01/2023 | 125 | - | - | $24.99 | $11.64 | $2.29 | $38.92 |
| 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005897643 | 10/03/2023 | 11/01/2023 | 761 | - | - | $126.75 | $35.78 | $10.16 | $172.69 |
| **Totals** | | | | **1,263** | | | **$217.05** | **$68.61** | **$17.85** | **$303.51** |

| | |
|---|---|
| **Debits** | **-** |
| **Current Charges** | **$303.51** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055053214441
**Invoice Date:** 11/03/2023

**ESI ID Detail:**

**Service Address:** 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005002518
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 22.9 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 158764321LG | 30 | Actual | 10/03/2023 | 1,180 | 11/01/2023 | 1,557 | 1.00 | 377 | 0 | 0 |
| **TOTAL** | | | | | | | | 377 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 60.32 |
| **Sales Tax** | **$** | **4.08** |

**Electric Service Distribution**

**Service Period: 10/03/2023 to 11/01/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 21.19 |
| **Subtotal** | **$** | **21.19** |
| **Sales Tax** | **$** | **1.32** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **69.39** |
| **Total Charges for Meter ID** | **$** | **91.90** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **22.51** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055053214441
**Invoice Date:** 11/03/2023

## ESI ID Detail:

**Service Address:** 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720000656763
**Product:** Business Flex℠

The average price you paid for electric service this month was 29.3 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606777LG | 30 | Actual | 10/03/2023 | 249 | 11/01/2023 | 374 | 1.00 | 125 | 0 | 0 |
| **TOTAL** | | | | | | | | 125 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex℠**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 20.00 |
| **Sales Tax** | **$** | **1.56** |

**Electric Service Distribution**

**Service Period: 10/03/2023 to 11/01/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 11.64 |
| **Subtotal** | **$** | **11.64** |
| **Sales Tax** | **$** | **0.73** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **26.55** |
| **Total Charges for Meter ID** | **$** | **38.92** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **12.37** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055053214441
**Invoice Date:** 11/03/2023

**ESI ID Detail:**

**Service Address:** 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005897643
**Product:** Business Flex[SM]

The average price you paid for electric service this month was 21.4 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606779LG | 30 | Actual | 10/03/2023 | 1,544 | 11/01/2023 | 2,305 | 1.00 | 761 | 0 | 0 |
| **TOTAL** | | | | | | | | 761 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex[SM]**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 121.76 |
| **Sales Tax** | **$** | **7.92** |

**Electric Service Distribution**

**Service Period: 10/03/2023 to 11/01/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 35.78 |
| **Subtotal** | **$** | **35.78** |
| **Sales Tax** | **$** | **2.24** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **134.67** |
| **Total Charges for Meter ID** | **$** | **172.69** |
| **Current Charges** | **$** | **303.51** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **38.02** |

TXU energy

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055328196913
**Invoice Date:** 12/05/2023

Item 999-WC09

## Account Summary

| Previous Balance | Credits/Payments | Balance Forward | Current Charges | Amount Due | Due Date |
|---|---|---|---|---|---|
| $303.51 | $303.51 CR | $0.00 | $354.20 | **$354.20** | **12/21/2023** |

**See remaining pages for invoice details.**

## Customer Communications

**Your usage can change with the seasons.**
Temps are milder, but even a few cold days can impact your bill. If you need a little payment flexibility, we're here for you 24/7 at **888-399-5501**.

## How to Contact Us

**Customer Service: 972-791-2897 or 1-800-711-9112 (8:30AM - 5:30PM M-F)**

**Power Outage Notification:**
Oncor Electric Delivery - 1-888-313-4747

REP Certificate: #10004

Please return this portion with your payment in the enclosed envelope. Make checks payable to TXU Energy. Do not include correspondence with your payment.

**The TXU Energy Aid℠ program helps families in critical situations with bill payment assistance.**

**For Donations Only**

One-time gift to TXU Energy Aid℠ program $ _____

Recurring monthly donation to TXU Energy Aid℠ program $ _____

**Account Number:**
900056066479

| Amount Due | Due Date |
|---|---|
| **$354.20** | **12/21/2023** |

003286 1/3

**To ensure proper payment posting, please provide this number (900056066479) on all payments and send to the address directly below.**

AB 01 003286 08065 I 8 A

DENUCCI CONSTRUCTORS
PO BOX 201268
AUSTIN TX 78720-1268

TXU ENERGY
PO BOX 650638
DALLAS, TX 75265-0638

21900056066479000003542000000000005

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055328196913
**Invoice Date:** 12/05/2023

## *Important Information*

**Your satisfaction is our top priority. Do you have feedback? Email us at txuexec@txu.com or write us at TXU Energy Executive Feedback, PO Box 650764, Dallas, TX 75265-0764. Your variable price hasn't changed with this bill. The amount billed may include price changes allowed by law or regulatory actions. See an unauthorized charge on your bill? Call us toll-free at 1-800-711-9112 (8:30AM - 5:30PM M-F), and we'll work to resolve any issues.** If you're not satisfied with the resolution, you may file a complaint with the Public Utility Commission of Texas PO Box 13326, Austin, TX 78711-3326; (512) 936-7120 or toll-free in Texas (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Public Utility Commission of Texas at (800) 735-2988.

## *Account Summary Detail*

| | | | |
|---|---|---|---|
| **Previous Balance** | | **$** | **303.51** |
| **Credits/Payments** | | | |
| Inc. Check Payment | 11/30/2023 | $ | 303.51 CR |
| **Subtotal** | | **$** | **303.51 CR** |
| **Balance Forward** | | **$** | **0.00** |
| **Debits/Charges** | | | |
| Late Payment Penalty | | $ | 15.18 |
| **Subtotal** | | **$** | **15.18** |

DST 00072061

TXU energy

**Customer Name:**
DENUCCI CONSTRUCTORS

**Account Number:**
900056066479

**Invoice Number:**
055328196913

**Invoice Date:**
12/05/2023



## Account Summary

E=Estimated Read, F=Final Read, A=Adjustment

| Service Address | ESI ID | Previous Meter Read | Current Meter Read | Total Consumption (kWh) | Actual Demand (kW/kVa) | Billed Demand (kW/kVa) | Total Commercial Charges (REP) | Total Distribution Charges (TDU) | Total Taxes | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005002518 | 11/02/2023 | 12/03/2023 | 406 | - | - | $69.95 | $22.23 | $5.76 | $97.94 |
| 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720000656763 | 11/02/2023 | 12/03/2023 | 145 | - | - | $28.19 | $12.36 | $2.53 | $43.08 |
| 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 | 10443720005897643 | 11/02/2023 | 12/03/2023 | 882 | - | - | $146.11 | $40.24 | $11.65 | $198.00 |
| **Totals** | | | | **1,433** | | | **$244.25** | **$74.83** | **$19.94** | **$339.02** |

**Debits** Not paying late fee. **$15.18**

**Current Charges** **$354.20**

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055328196913
**Invoice Date:** 12/05/2023

**ESI ID Detail:**

**Service Address:** 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005002518
**Product:** Business Flex℠

The average price you paid for electric service this month was 22.7 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 158764321LG | 32 | Actual | 11/02/2023 | 1,557 | 12/03/2023 | 1,963 | 1.00 | 406 | 0 | 0 |
| **TOTAL** | | | | | | | | 406 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex℠**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 64.96 |
| **Sales Tax** | **$** | **4.37** |

**Electric Service Distribution**

**Service Period: 11/02/2023 to 12/03/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 22.23 |
| **Subtotal** | **$** | **22.23** |
| **Sales Tax** | **$** | **1.39** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **74.32** |
| **Total Charges for Meter ID** | **$** | **97.94** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **23.62** |

DST 00072061

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055328196913
**Invoice Date:** 12/05/2023

## ESI ID Detail:

**Service Address:** 4394 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720000656763
**Product:** Business Flex℠

The average price you paid for electric service this month was 28.0 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606777LG | 32 | Actual | 11/02/2023 | 374 | 12/03/2023 | 519 | 1.00 | 145 | 0 | 0 |
| **TOTAL** | | | | | | | | 145 | 0 | 0 |

### Electric Service Commercial

**TXU Energy Business Flex℠**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 23.20 |
| **Sales Tax** | **$** | **1.76** |

### Electric Service Distribution

**Service Period: 11/02/2023 to 12/03/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 12.36 |
| **Subtotal** | **$** | **12.36** |
| **Sales Tax** | **$** | **0.77** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **29.95** |
| **Total Charges for Meter ID** | **$** | **43.08** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **13.13** |

003286 3/3

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 055328196913
**Invoice Date:** 12/05/2023

**ESI ID Detail:**

**Service Address:** 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005897643
**Product:** Business Flex℠

The average price you paid for electric service this month was 21.1 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606779LG | 32 | Actual | 11/02/2023 | 2,305 | 12/03/2023 | 3,187 | 1.00 | 882 | 0 | 0 |
| **TOTAL** | | | | | | | | 882 | 0 | 0 |

**Electric Service Commercial**

**TXU Energy Business Flex℠**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 141.12 |
| **Sales Tax** | **$** | **9.13** |

**Electric Service Distribution**

**Service Period: 11/02/2023 to 12/03/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 40.24 |
| **Subtotal** | **$** | **40.24** |
| **Sales Tax** | **$** | **2.52** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **155.24** |
| **Total Charges for Meter ID** | **$** | **198.00** |
| **Current Charges** | **$** | **354.20** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **42.76** |

DST 00072061

TXU energy

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 052003579262
**Invoice Date:** 12/22/2023

**This is your final bill**

Item 999-WC09

## Account Summary

| Previous Balance | Credits/Payments | Balance Forward | Current Charges | Amount Due | Due Date |
|---|---|---|---|---|---|
| $354.20 | $354.20 CR | $0.00 | $91.06 | **$91.06** | **01/08/2024** |

**See remaining pages for invoice details.**

## Customer Communications

**Keep your business and employees comfortable for less.**

When temps drop, electric heaters can increase electricity use and demand charges from your Transmission & Distribution Utility (TDU). Lowering your thermostat can help. MyAccount also makes it easy to stay on top of your usage all season. Get started at txu.com/myaccount or call us.

## How to Contact Us

**Customer Service: 972-791-2897 or 1-800-711-9112 (8:30AM - 5:30PM M-F)**

**Power Outage Notification:**
Oncor Electric Delivery - 1-888-313-4747

REP Certificate: #10004

Please return this portion with your payment in the enclosed envelope. Make checks payable to TXU Energy. Do not include correspondence with your payment.

**The TXU Energy Aid℠ program helps families in critical situations with bill payment assistance.**

For Donations Only

One-time gift to TXU Energy Aid℠ program $ _____

Recurring monthly donation to TXU Energy Aid℠ program $ _____

**Account Number:**
900056066479

| Amount Due | Due Date |
|---|---|
| **$91.06** | **01/08/2024** |

**To ensure proper payment posting, please provide this number (900056066479) on all payments and send to the address directly below.**

003644 1/2

AB 01 003644 19735 H 10 C

DENUCCI CONSTRUCTORS
PO BOX 201268
AUSTIN TX 78720-1268

TXU ENERGY
PO BOX 650638
DALLAS, TX 75265-0638

21900056066479000000910600000000002

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 052003579262
**Invoice Date:** 12/22/2023

## *Important Information*

**Your satisfaction is our top priority. Do you have feedback? Email us at txuexec@txu.com or write us at TXU Energy Executive Feedback, PO Box 650764, Dallas, TX 75265-0764. Your variable price hasn't changed with this bill. The amount billed may include price changes allowed by law or regulatory actions. See an unauthorized charge on your bill? Call us toll-free at 1-800-711-9112 (8:30AM - 5:30PM M-F), and we'll work to resolve any issues.** If you're not satisfied with the resolution, you may file a complaint with the Public Utility Commission of Texas PO Box 13326, Austin, TX 78711-3326; (512) 936-7120 or toll-free in Texas (888) 782-8477. Hearing and speech-impaired individuals with text telephones (TTY) may contact the Public Utility Commission of Texas at (800) 735-2988.

## *Account Summary Detail*

| | | | |
|---|---|---|---|
| **Previous Balance** | | **$** | **354.20** |
| **Credits/Payments** | | | |
| Inc. Check Payment | 12/17/2023 | $ | 354.20 CR |
| **Subtotal** | | **$** | **354.20 CR** |
| **Balance Forward** | | **$** | **0.00** |
| **Debits/Charges** | | **$** | **0.00** |

DST 00072061

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 052003579262
**Invoice Date:** 12/22/2023

## ESI ID Detail:

**Service Address:** 4392 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005002518
**Product:** Business Flex℠

The average price you paid for electric service this month was 25.9 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 158764321LG | 9 | Actual | 12/04/2023 | 1,963 | 12/12/2023 | 2,078 | 1.00 | 115 | 0 | 0 |
| TOTAL | | | | | | | | 115 | 0 | 0 |

### Electric Service Commercial

**TXU Energy Business Flex℠**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 18.40 |
| **Sales Tax** | **$** | **1.46** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **24.85** |
| **Total Charges for Meter ID** | **$** | **31.65** |

### Electric Service Distribution

**Service Period: 12/04/2023 to 12/12/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 6.40 |
| **Subtotal** | **$** | **6.40** |
| **Sales Tax** | **$** | **0.40** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **6.80** |

**Customer Name:** DENUCCI CONSTRUCTORS
**Account Number:** 900056066479
**Invoice Number:** 052003579262
**Invoice Date:** 12/22/2023

## ESI ID Detail:

**Service Address:** 4396 BRUSHY CREEK RD ROUND ROCK, TX 78664-0000 **ESI ID:** 10443720005897643
**Product:** Business Flex℠

The average price you paid for electric service this month was 22.6 cents per kWh excluding taxes and non-recurring charges or credits.

| Meter ID | Days | Read Type | Previous Read Date | Previous Meter Read | Current Read Date | Current Meter Read | Multiplier | Usage (kWh) | Actual kW/kVA | Billed kW/kVA |
|---|---|---|---|---|---|---|---|---|---|---|
| 184606779LG | 9 | Actual | 12/04/2023 | 3,187 | 12/12/2023 | 3,434 | 1.00 | 247 | 0 | 0 |
| **TOTAL** | | | | | | | | 247 | 0 | 0 |

### Electric Service Commercial

**TXU Energy Business Flex℠**

| | | |
|---|---|---|
| Base Charge | $ | 4.99 |
| Energy Charge | $ | 39.52 |
| **Sales Tax** | **$** | **2.78** |

| | | |
|---|---|---|
| **Commercial Charges for Period** | **$** | **47.29** |
| **Total Charges for Meter ID** | **$** | **59.41** |
| **Current Charges** | **$** | **91.06** |

### Electric Service Distribution

**Service Period: 12/04/2023 to 12/12/2023**

| | | |
|---|---|---|
| TDU Delivery Charges | $ | 11.41 |
| **Subtotal** | **$** | **11.41** |
| **Sales Tax** | **$** | **0.71** |

| | | |
|---|---|---|
| **Distribution Charges for Period** | **$** | **12.12** |

DST 00072061

**Commissioners Court - Regular Session** **61.**

**Meeting Date:** 02/27/2024

22IFB139 FM 3349 at US 79 - Change Order #11 (Randall Jones Utility Sleeve)

**Submitted By:** Julissa Vasquez, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 11 in the amount of $271,902.72 for Project 22IFB139 FM3349 AT US79 (James Construction) P: 332 Funding Source: Road Bond.

### Background

This Change Order provides compensation to the Contractor for the installation of a 24-inch steel encasement sleeve spanning 470 feet of Jonah water line on FM 3349. The sleeve is a part of the Williamson County real estate agreement executed during ROW acquisition. Please see attached Change Order for additional details.

This Change Order results in a net increase of $271,902.72 to the Contract amount, for an adjusted Contract total of $83,755,452.45. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $1,814,414.32 has been added to the Contract, resulting in an 2.21% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

## Fiscal Impact

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

## Attachments

22IFB139-FM3349_CO#11

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 09:12 AM |
| Form Started By: Julissa Vasquez | | Started On: 02/19/2024 07:59 AM |
| Final Approval Date: 02/22/2024 | | |

# WILLIAMSON COUNTY, TEXAS
## CHANGE ORDER NUMBER: 11

1. CONTRACTOR: James Construction Group

2. Change Order Work Limits: Sta. K - 0+05.00 to Sta. K - 4+74.33

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

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

| | |
|---|---|
| *Project:* | *22IFB139* |
| *Roadway:* | *FM 3349* |
| *CSJ Number:* | *Williamson Co* |

5. Describe the work being revised:

**3. County Convenience. 3F. Additional work desired by the County:** This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement at STA 426+51 for the installation of a Jonah water line servicing a future development along FM 3349. The 470 linear foot sleeve is part of the Williamson County real estate agreement executed during the ROW acquisition.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **G2 and 28.3**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

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

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

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

THE CONTRACTOR Date 2-6-24

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

***The following information must be provided***

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: **$271,902.72**

**RECOMMENDED FOR EXECUTION:**

Project Manager 2/6/24
Date

N/A
Design Engineer Date

Christen Eichberger 2/8/2024
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER:*** *11* ***Project #*** *22IFB139*

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | | HOURLY RATE |
|---|---|---|---|---|---|
| | | | | | |
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**TABLE B:** Contract Items:

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| J106-61 | 24" Steel Enc. Pipe, Bored, 0.5" Thickness | LF | $ 686.88 | 0.00 | $ - | 288.00 | 288.00 | $ 197,821.44 | $ 197,821.44 |
| J106-62 | 24" Steel Enc. Pipe, Open Cut, 0.5" Thickness | LF | $ 407.04 | 0.00 | $ - | 182.00 | 182.00 | $ 74,081.28 | $ 74,081.28 |
| | | | | | | | | | |
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| | | | | | | | | | |
| TOTALS | | | | | $ - | | | $ 271,902.72 | $ 271,902.72 |

# CHANGE ORDER REASON(S) CODE CHART

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

**Williamson County Road Bond Program**

**FM3349 at US 79**
**Williamson County Project No. 22IFB139**

**Change Order No. 11**

**Reason for Change**

This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement at STA 426+51 for the installation of a Jonah Water Line servicing a future development along FM 3349. The 470 LF sleeve is part of the Williamson County real estate agreement executed during the ROW acquisition.

Following is summary of new items required for this Change Order.

| ITEM | DESCRIPTION | QTY | UNIT |
|---|---|---|---|
| J106-61 | 24" Steel Enc. Pipe, Bored, 0.5" Thickness | 288 | LF |
| J106-62 | 24" Steel Enc. Pipe, Open Cut, 0.5" Thickness | 182 | LF |

This Change Order results in a net increase of $271,902.72 to the Contract amount, for an adjusted Contract total of $83,755,452.45. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $1,814,414.32 has been added to the Contract, resulting in an 2.21% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

Oscar Salazar-Bueno, P.E.

# CHANGE ORDER PROPOSAL
## RANDALL JONES #2 SLEEVE W CONN. TO 24" WL MAIN

**DATE:** 12/13/2023
**REV. 1 DATE:** 1/12/2024

**INVOICE #:**

**BILL TO:** HNTB- WILLIAMSON COUNTY

**RE:**
FM3349
ASIF MIRZAZADA
22IFB139

| ITEM NO. | QTY | UM | DESCRIPTION | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| NEW | 288.00 | LF | 24" STEEL ENC. PIPE, BORED | $ 686.88 | $ 197,821.44 |
| NEW | 182.00 | LF | 24" STEEL ENC. PIPE, OPEN CUT | $ 407.04 | $ 74,081.28 |
| | | | *PRICING PER ADDITIONAL PS 28.3 RECEIVED ON 10-16-23 | | |
| | | | | **TOTAL** | **$271,902.72** |

# Patin Construction LLC

3800 W. Second Street
Taylor, TX 76574
Phone: (512) 269-1071
Fax: (512) 269-1072

**CHANGE ORDER**

January 12, 2024

## JAMES CONSTRUCTION GROUP

**Email: Hector Garcia, Kyle Oldham**

**Project Name: FM 3349 at US 79- Water Line scope**

| Item No. | Qty. | Unit | Description | | Unit Price | | Total |
|---|---|---|---|---|---|---|---|
| 1 | 288 | LF | 24" Steel Enc. Pipe, Bored | $ | 648.00 | $ | 186,624.00 |
| 2 | 182 | LF | 24" Steel Enc. Pipe, Open Cut | $ | 384.00 | $ | 69,888.00 |
| | | | | | **Subtotal** | **$** | **256,512.00** |

**TOTAL CHANGE ORDER #11 $ 256,512.00**

*Pricing per additional plan sheet 28.3 received on 10-16-2023

Subcontractor:
BY: Jeff Birkhead
Patin Construction, LLC

General Contractor
BY:
James Construction

| | Item No. | Item Description | A | B | | C | | D | | | E | | | F | | G | | H | | I | | J | | K | | L | | M | | | N | | O | | P |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | A | A | A | A | A | A | A | A | A | A | A | A | A | A | A | A | A | A | A | B | B | C | D | E | G | H | H | H | I | J | K | Project Totals |
| 1 | 1 | 24" C-151, PC200 D.I. Pipe, Polyethylene Tube Protection, and Fittings; w/ Tracer Wire; Installed | 426 | 696 | 800 | 800 | 709 | 600 | 580 | 800 | 650 | 635 | 800 | 605 | 664 | 58 | 209 | 668 | 680 | 159 | | | | | | | | | | | | | | 10,486 |
| | 2 | 24" C-151, PC200 D.I. Restrained Joint Pipe, Polyethylene Tube Protection, and Fittings; w/ Tracer Wire; Installed | 41 | 34 | | | 59 | | 40 | | 131 | 9 | | 95 | 236 | 58 | 65 | 132 | 120 | 53 | | | | | | | | | | | | | | 1,073 |
| | 3 | Bore Only; 24" C-151, PC200 D.I. Restrained Joint Pipe, Polyethylene Tube Protection, and Fittings; w/ Tracer Wire; Installed | 101 | 100 | | | | 200 | | | | | | | | | | | | | | | | | | | | | | | | | | | 401 |
| | 4 | 16" C-905, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed | | | | | | | | | | | | | | | | | | 410 | 295 | 150 | 506 | | | | | | | | | | | | 1,361 |
| 2 | 5 | 16" C-905, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed | | | | | 5 | | | | | | | | | | | | | 31 | | 12 | 15 | 12 | | | | | | | | | | | 75 |
| | 6 | Bore Only; 16" C-905, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | - |
| | 7 | 12" C-900, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed | | | | | | | | | | | | | | | | | | | | | 7 | | | | 430 | 200 | 800 | 270 | | | | | 1,707 |
| | 8 | 12" C-900, DR-18 PVC Restrained Joint Pipe and Fittings; w/ Tracer Wire; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | 15 | | | 53 | | | | 68 |
| | 9 | 6" C-900, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed | | | | | 15 | | | | | | | | 75 | | | | | | | | 20 | | | | | | | | | | | | 110 |
| | 10 | 4" C-900, DR-18 PVC Pipe and Fittings; w/ Tracer Wire; Installed | | | | | | | | | | | | | | | | | | | | | 21 | | 7 | | | | | | | | | | 28 |
| | 11 | 2" HDPE SDR 9 and Fittings; w/ Tracer Wire; Installed | | | | | | | | | | | | | | 326 | | | | | | | | | 41 | 67 | | | | | | | | | 436 |
| | 11.1 | 1.5" HDPE SDR 9 and Fittings; w/ Tracer Wire; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 135 | | 135 |
| | 12 | 1" HDPE SDR 9 and Fittings; w/ Tracer Wire; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | - |
| 3 | 13 | 30" Steel Enc. Pipe, Bored; w/ 24" Restrained Joint C-151 PC200 D.I. Pipe; Installed | | | | | 50 | | | | | | | | | 374 | | | | | | | | | | | | | | | | | | | 424 |
| | 14 | 36" Steel Enc. Pipe, Open Cut; w/ 24" Restrained Joint C-151 PC200 D.I. Pipe; Installed | | | | | | | | | 19 | 156 | | | | 310 | 426 | | | 150 | | | | | | | | | | | | | | | 1,061 |
| | 15 | Concrete Encased; 36" Steel Enc. Pipe, Open Cut; w/ 24" C-151, PC200 D.I. Restrained Joint Pipe; Installed | 100 | | | | | | 200 | | | | | | | | | | | | | | | | | | | | | | | | | | 300 |
| | 16 | 24" Steel Enc. Pipe, Bored; w/ 16" Restrained Joint C900 DR18 PVC Pipe; Installed | | | | | | | | | | | | | | | | | | | | 125 | 65 | 125 | | | | | | | | | | | 315 |
| | 17 | 24" Steel Enc. Pipe, Open Cut; w/ 16" Restrained Joint C900 DR18 PVC Pipe; Installed | | | | | | | | | | | | | | | | | | | | 365 | | 425 | | | | | | | | | | | 790 |
| 4 | 18 | Concrete Encased; 24" Steel Enc. Pipe, Open Cut; w/ 16" Restrained Joint C900 DR18 PVC Pipe; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | - |
| | 18.1 | 24" Steel Enc. Pipe, Bored; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 266 | | 266 |
| | 18.2 | 24" Steel Enc. Pipe, Open Cut; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 162 | | 162 |
| | 19 | 20" Steel Enc. Pipe, Bored; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | 80 | | | | | | | 80 |
| | 20 | 20" Steel Enc. Pipe, Open Cut; w/ 12" Restrained Joint C900 DR 18 PVC Pipe; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | 355 | | | 187 | | | | 542 |
| | 21 | 8" Steel Enc. Pipe, Bored; w/ 4" Restrained Joint C900 DR 18 PVC Pipe; Installed | | | | | | | | | | | | | | | | | | | | | | | 125 | | | | | | | | | | 125 |
| | 22 | 8" Steel Enc. Pipe, Open Cut; w/ 4" Restrained Joint C900 DR 18 PVC Pipe; Installed | | | | | | | | | | | | | | | | | | | | | | | 342 | | | | | | | | | | 342 |
| | 23 | 4" Steel Enc. Pipe, Bored w/ 1" HDPE Service Line; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | - |
| | 24 | 4" Steel Enc. Pipe, Open Cut w/ 1" HDPE Service Line; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | - |
| | 24.1 | 4" Steel Enc. Pipe, Bored w/ 1.5" HDPE Service Line; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 125 | | 125 |
| 5 | 24.2 | 4" Steel Enc. Pipe, Open Cut w/ 1.5" HDPE Service Line; Installed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 265 | | 265 |
| | 24.3 | 4" Steel Enc. Pipe, Bored w/ 2" HDPE Service Line; Installed | | | | | | | | | | | | | | | | | | | | | | | | 125 | | | | | | | | | 125 |
| | 24.4 | 4" Steel Enc. Pipe, Open Cut w/ 2" HDPE Service Line; Installed | | | | | | | | | | | | | | | | | | | | | | | | 345 | | | | | | | | | 345 |
| | 25 | 24" Gate Valve, Box, and Marker; Installed | 3 | 2 | 3 | | 4 | | | | | | | | 1 | | | 2 | | 3 | | | | | | | | 1 | | | | | | | 16 |
| | 26 | 24" Butterfly Valve, Box, and Marker; Installed | | | | | 1 | | | | | | | | | | | | | 1 | | | | | | | | | | | | | | | 2 |
| | 27 | 16" Gate Valve, Box, and Marker; Installed | | 2 | | | | | | | | | | | | | | | | 1 | 1 | 3 | 1 | 2 | | | | | | | | | | | 10 |
| | 28 | 12" Gate Valve, Box, and Marker; Installed | | | | | | | | | | | | | | | | | | | | | 1 | | | | 4 | 2 | | 1 | 2 | | | | 10 |
| | 29 | 2" Valve, Box, and Marker; Installed | | | | | | | | | | | | | | 2 | | | | | | | | | | | | | | | | | | | 2 |
| | 30 | 6" Gate Valve, Box, and Marker; Installed | | | | | | | | | | | | | 1 | | | | | | | | 1 | | 1 | | | | | | | | | | 3 |
| | 31 | Air/Vacuum Relief Valve Assembly and Marker; Installed | | | 1 | 1 | | | | | 1 | | 1 | 1 | 1 | | | | | | 1 | | 1 | | | | | | 1 | | | | | | 6 |
| | 32 | Connect New 16" to Existing 16"; Installed | | | | | | | | | | | | | | | | | | | 1 | | | | | | | | | | | | | | 1 |
| | 33 | Connect New 12" to Existing 12"; Installed | | | | | | | | | | | | | | | | | | | | | | | | | 1 | | | 1 | 2 | | | | 4 |
| | 34 | Temporary Connection of New 6" to Existing 6"; Installed | | | | | | | | | | | | | 1 | | | | | | | | | | | | | | | | | | | | 1 |
| | 35 | Connect New 4" to Existing 4"; Installed | | | | | | | | | | | | | | | | | | | | | 1 | | | | | | | | | | | | 1 |
| | 36 | Connect New 4" to Existing 3"; Installed | | | | | | | | | | | | | | | | | | | | | 1 | | | | | | | | | | | | 1 |
| | 37 | Connect New 3" to Existing 3"; Installed | | | | | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| | 38 | Connect New 2" to Existing 2"; Installed | | | | | | | | | | | | | | 1 | | | | | | | 1 | | | | | | | | | | | | 2 |
| 7 | 39 | 24" Plug; Installed | 1 | | 1 | | | | | | | | | | | | | | | 1 | | | | | | | | | | | | | | | 3 |
| | 39.1 | 16" Plug; Installed | | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 2 |
| | 40 | New Fire Hydrants Assembly; Complete and Installed | 1 | | | | 1 | | | | | | | | 1 | | | | | 1 | | 1 | 1 | 1 | | | | 1 | | 1 | | | | | 9 |
| | 41 | 6" Pressure Reducing Valve, Vault and Assembly, Installed | | | | | | | | | | | | | | | | | | | | | | | | | 1 | | | | | | | | 1 |
| | 42 | Water Service; 5/8" X 3/4" W/ 1" Service Tap; Complete and Installed | | | | | | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| | 42.1 | Water Service; 5/8" X 3/4" W/ 1.5" Service Tap; Complete and Installed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 | | 1 |
| 8 | 43 | Relocate and Reconnect Water Service; To Include New Service lines, Fittings, Boxes, and Lids; Complete and Installed | | | | | | | | | | | | | 1 | | | | | | | | | | 3 | 2 | | | | | | | 1 | | 7 |
| | 44 | Remove Existing Gate Valve | | | | | | | | | | | | | | | | | | | | | | | | 3 | | | | | | | | | 3 |
| | 45 | Cap and Grout Fill Abandoned Various Size Waterlines within TxDOT R.R.D.W.; Complete, to Include Required Caps, Materials, Equipment, and Labor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | - |
| | 46 | Remove and Replace Existing Reinforced Concrete Drive, to Saw Cutting and Compacted Gravel Trench Backfill; Complete | | | | | | | 73 | | | | | | | | | | | | | | | | | | | | | | | | | | 73 |
| | 46.1 | Remove and Replace Existing HMAC Drive, to Saw Cutting and Compacted Gravel Trench Backfill; Complete | | | | | | | | | | | | | | | | | | | | | | | | 46 | | | | | | | | | 46 |
| 9 | 47 | Compacted Gravel Drive Replacement, to Include Compacted Gravel Trench Backfill; Installed | | | | | | 190 | | | | | | | | | 419 | | | | | | | | | | | | | | | | | | 609 |
| | 48 | Hydro-Mulch Seeding Project; Complete | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | - |
| | 49 | Unexpected Utility Conflicts | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | - |
| | 50 | Trench Safety System Design and Implementation | 587 | 700 | 800 | 800 | 768 | 600 | 600 | 800 | 800 | 800 | 800 | 700 | 975 | 754 | 700 | 800 | 800 | 803 | 295 | 527 | 569 | 437 | 390 | 67 | 430 | 570 | 800 | 270 | 240 | 0 | 182 | 18,564 |
| | 51 | Traffic Control Plan Development and Implementation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| | 52 | SW3PP Design and Implementation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |
| | 53 | Mobilization (Not to Exceed 10% of Total Project Bid) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | 1 |

10

11

| REVISION DESCRIPTION | DATE | BY | CKD |
|---|---|---|---|
| ADDED CITY; FOR SHT 28.1 | 7/12/22 | MWW | MWW |
| REVISED QUANTITIES SHEETS 1-5 | 8/16/22 | JMS | MWW |
| REVISED QUANTITIES SHEETS 6, 9-11 | 3/22/23 | MWW | MWW |
| REVISED QUANTITIES SHEETS 2 & 22 | 5/16/23 | MWW | MWW |
| ADDED QUANTITIES SHEET 28.3 | 8/14/23 | MS | MWW |

# JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

TAKE OFF

DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:

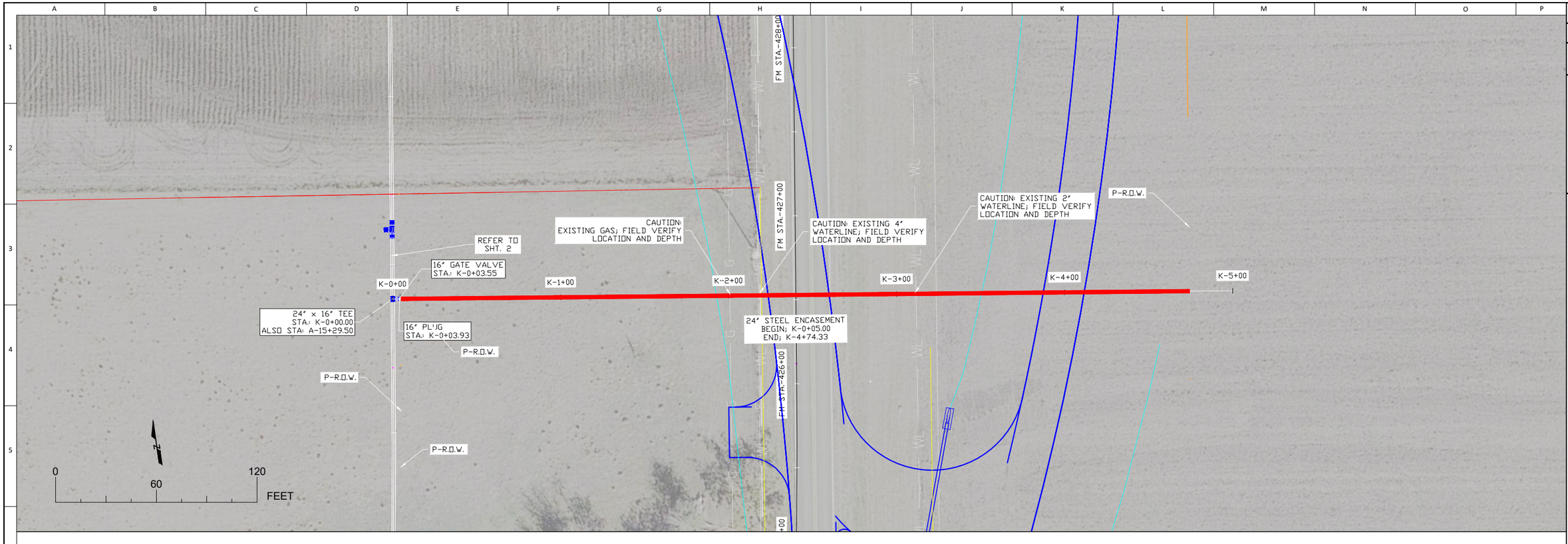
STATE OF TEXAS
MILES W. WHITNEY
87644
LICENSED
PROFESSIONAL ENGINEER

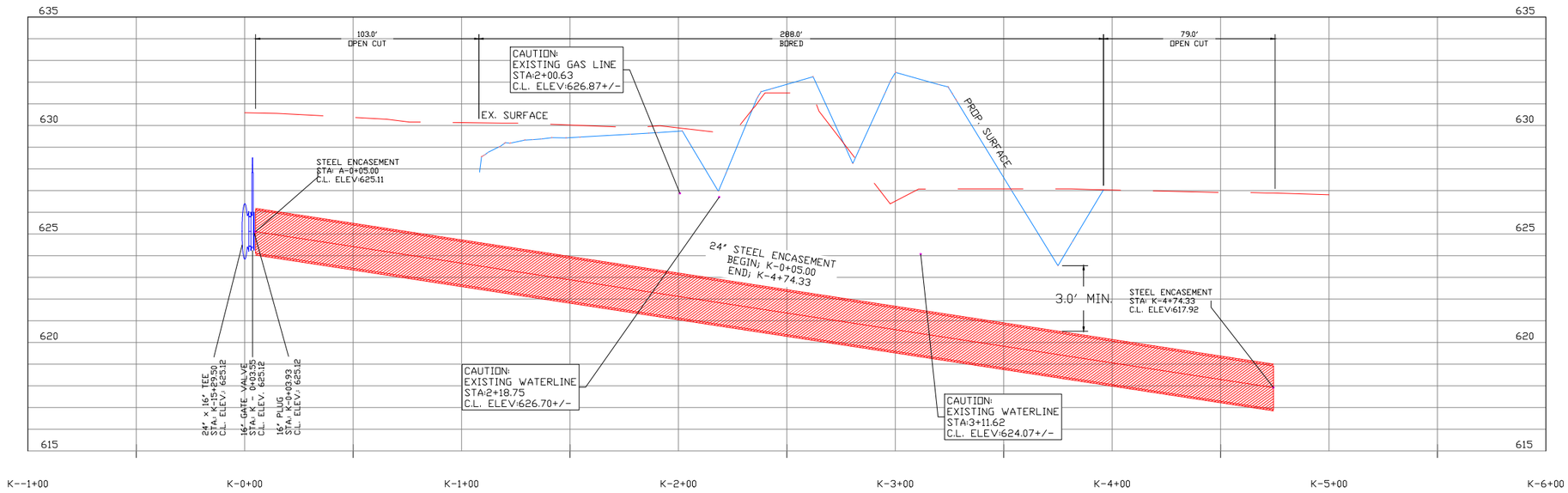
APPROVED:

DATE:
9/14/2023

COYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
WACO, TX 76702
PH. 254-744-3439

SHEET G2




| REVISION DESCRIPTION | DATE | BY | CKD |
|---|---|---|---|
| | | | |

# JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS

WATERLINE ALIGN. "K"; STA. K-00+00 TO K-05+00

DESIGN: MWW
DRAWN: JMS
CKD: MWW

SEAL:

STATE OF TEXAS
MILES W. WHITNEY
116144
LICENSED PROFESSIONAL ENGINEER

APPROVED:

DATE:
9/14/2023


AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. Box 24189
Waco, TX 76702
PH. 254-744-3439


SHEET 28.3

**Commissioners Court - Regular Session** **62.**

**Meeting Date:** 02/27/2024

CR 314 Purchase Contract

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on a purchase contract with Lucio Chaves and Maria Ugalde Hernandez for 0.1001 AC needed as right of way and 0.041 AC needed as a utility easement for the CR 314 project (Parcel 17/17E). Funding Source: Road Bonds P364

### Background

## Fiscal Impact

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

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:02 AM |
| Charlie Crossfield (Originator) | Charlie Crossfield | 02/22/2024 11:08 AM |
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:10 AM |
| Form Started By: Charlie Crossfield | | Started On: 02/21/2024 01:47 PM |
| Final Approval Date: 02/22/2024 | | |

Parcel 17

# REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **LUCIO CHAVEZ and MARIA UGALDE HERNANDEZ** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.1001-acre (4,362 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 17)** and
>
> Electric Utility Easement (the "Easement") interest only in 0.041 acres (1,788 Square Feet) out of the A.A. Lewis Survey, Abstract No. 384, Williamson County, Texas; the location being more fully shown in Exhibit "A-2" attached hereto and incorporated herein **(Parcel 17E)**.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described as Tract One not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE

Purchase Price and Additional Compensation

2.01. The Purchase Price for the Property shall be the sum of FOURTEEN THOUSAND ONE HUNDRED EIGHTY and 00/100 Dollars ($14,180.00).

2.01.1 As Additional Compensation the Purchaser shall pay the amount of THREE THOUSAND SIX HUNDRED FORTY and 00/100 Dollars ($3,640.00) for the acquisition of any improvements on the Property.

2.02. The Purchase Price for the electric line easement portion of the Property described as Tract Two shall be the sum of TWO THOUSAND NINE HUNDRED FIVE and 50/100 Dollars ($2,905.50).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other good funds at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before March 15, 2024, or at such time, date, and place as Seller and Purchaser may otherwise agree, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit A-1, and a duly executed and acknowledged Electric Utility Easement conveying such interest to Bartlett Electric Cooperative, Inc., both free and clear of any and all monetary liens, restrictions and leases, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein. The Easement shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause Title Company to issue Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in the Property Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the year of Closing relating to the fee simple portion of the Property shall be prorated as of the Closing Date and shall be adjusted in cash and collected at the Closing but shall otherwise be the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by the Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing or preliminary investigation activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

**SELLER:**

LUCIO CHAVEZ

Address: 1430 CR 314

Jarrell, TX 76537

Date: 2-10-24

MARIA UGALDE HERNANDEZ

Date: 2-10-24

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

**EXHIBIT A**
**PROPERTY DESCRIPTION**

DESCRIPTION OF A 0.1001 ACRE (4,362 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CALLED 1.34 ACRE PART OF LOT 2, SUNRISE MEADOWS, A MAP OF WHICH IS RECORDED IN CABINET G, SLIDE 275, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.34 ACRE TRACT OF LAND CONVEYED TO LUCIO CHAVEZ AND MARIA UGALDE HERNANDEZ BY CASH WARRANTY DEED IN DOCUMENT NO. 2018019408, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1001 ACRE (4,362 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod found 41.53 feet right of Engineer's baseline station 92+89.23 (Grid Coordinates determined as N=10,263,463.35, E=3,154,697.84), on a westerly boundary line of said 1.34 acre tract of land, same being an easterly line of the remainder of said Lot 2, at its intersection with the south right-of-way (ROW) line of County Road 314 (CR 314), (ROW width varies), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE**, **N 68°25'59" E**, with the existing southerly ROW line of said C.R. 314, a distance of **166.09 feet,** to a calculated point in the westerly boundary line of Lot 1 said SUNRISE MEADOWS, same line being the easterly boundary line of said Lot 2, and same line being the easterly boundary line of said 1.34 acre tract of land, for the northeasterly corner of the herein described parcel, from which point a 1/2 inch iron rod found being on the original ROW line of said C.R. 314, same line being the northerly boundary line of said SUNRISE MEADOWS Subdivision for the northwesterly corner of said Lot 1, same point being the northeasterly corner of said Lot 2, and same point being the northeasterly corner of said 1.34 acre tract, bears N 21°28'28" W, a distance of 20.00 feet;

2) **THENCE, S 21°28'28" E,** departing said existing southerly ROW line of said C.R. 314, with the common boundary line of said Lot 1, and said 1.34 acre tract, a distance of **25.66 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" setin the proposed southerly ROW of C.R. 314 (ROW varies) 68.00 feet right of Engineer's baseline station 94+55.15, for the southeasterly corner of the herein described parcel;

3) **THENCE, S 68°09'14" W,** departing the common boundary line of said Lot 1, and said 1.34 acre tract, over and across said 1.34 acre tract with said proposed southerly ROW line a distance of **174.63 feet,** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 68.00 feet right of Engineer's baseline station 92+80.52, in the westerly boundary line of said 1.34 acre tract, same being an easterly line of the remainder of said Lot 2, for the southwesterly corner of the herein described parcel;

**THENCE** departing said proposed southerly ROW with the common line of said 1.34 acre tract and said remainder of Lot 2, the following two (2) courses:

4) **N 25°59'21" E** a distance of **11.63 feet** to a calculated point for an angle point in the westerly boundary line of the herein described parcel;

5) **N 21°35'21" W** a distance of **18.66 feet** to the **POINT OF BEGINNING**, containing 0.1001 acre (4,362 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geomatic

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

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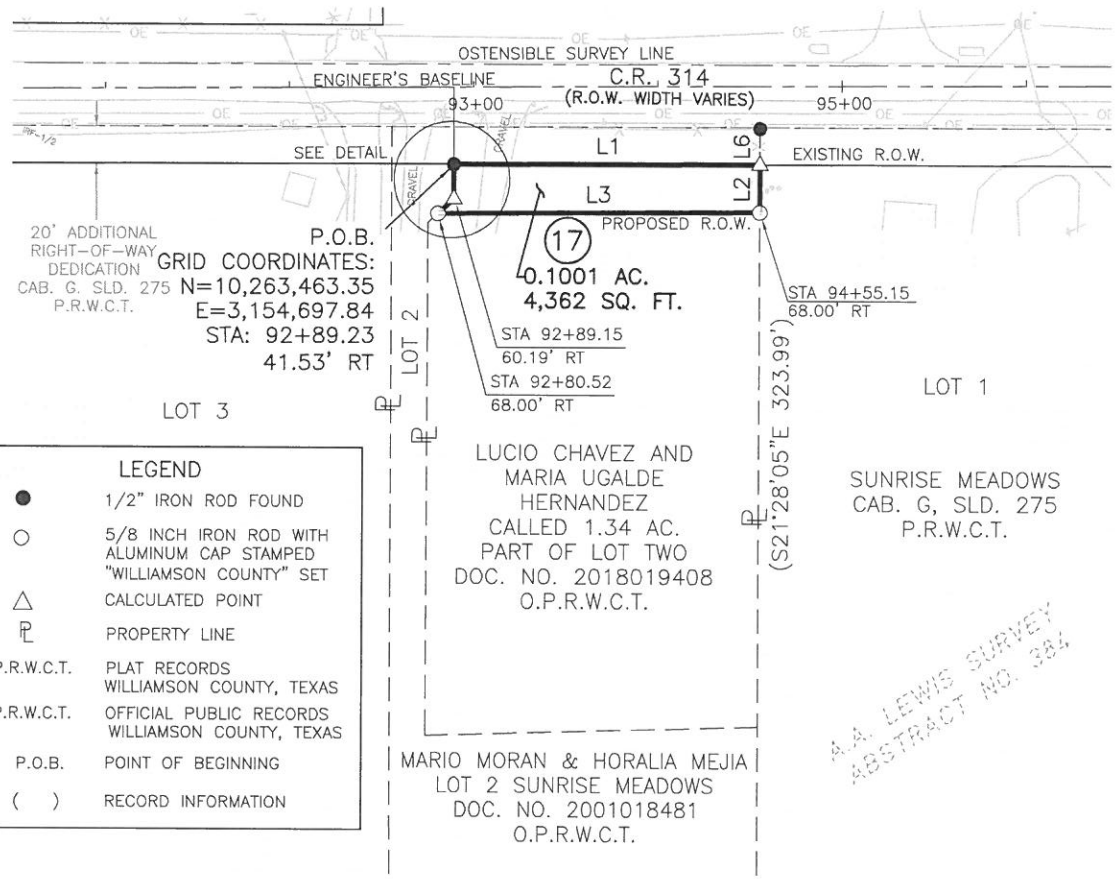
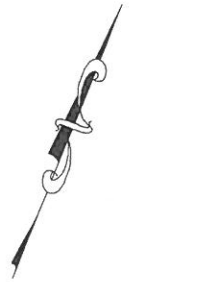
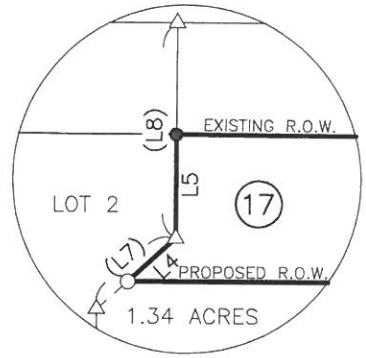
EXHIBIT ____

# PLAT TO ACCOMPANY DESCRIPTION




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 68°25'59" E | 166.09' |
| L2 | S 21°28'28" E | 25.66' |
| L3 | S 68°09'14" W | 174.63' |
| L4 | N 25°59'21" E | 11.63' |
| L5 | N 21°35'21" W | 18.66' |
| L6 | N 21°28'28" W | 20.00' |
| (L7) | (N 25°59'21" E) | (19.13') |
| (L8) | (N 21°24'17" W) | (38.58') |




DETAIL
(NOT TO SCALE)

## LEGEND

| | |
|---|---|
| ● | 1/2" IRON ROD FOUND |
| ○ | 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET |
| △ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| P.R.W.C.T. | PLAT RECORDS WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| P.O.B. | POINT OF BEGINNING |
| ( ) | RECORD INFORMATION |

PROJECT NO.: SLAN-001

12/07/2023


INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF

## LUCIO CHAVEZ AND MARIA UGALDE HERNANDEZ

SCALE 1" = 100'

WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 17
0.1001 AC.
4,362 SQ. FT.



S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 17-CHAVEZ

EXHIBIT ____

# PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY , ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2301897, EFFECTIVE 11/27/2023 ISSUED 12/04/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

TEXAS TITLE INSURANCE COMPANY
GF NO GT2301897
SCHEDULE B

RESTRICTIVE COVENANTS RECORDED IN CABINET G, SLIDES 275-276, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

SCHEDULE B, ITEM 10:

10a. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE A. ROADWAY, WHETHER DEDICATED OR NOT.

10b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.

10c. RIGHT-OF-WAY TWENTY (20) FEET IN WIDTH ALONG THE FRONT PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN)

10d. EASEMENT DATED MARCH 9, 1972, TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 586, PAGE 243, DEED RECORDS OF WILLIAMSON COUNTY , TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10e. EASEMENT DATED JANUARY 9, 1987, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1622, PAGE 21,OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10f. ELECTRIC UTILITY EASEMENT DATED APRIL 2, 2001, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2002073574, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10g. (NOT A SURVEY MATTER)

10h. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10i. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN-001

12/07/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## LUCIO CHAVEZ AND MARIA UGALDE HERNANDEZ

WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 17
0.1001 AC.
4,362 SQ. FT.



S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 17-CHAVEZ

**EXHIBIT _A-2_**
**PROPERTY DESCRIPTION**

DESCRIPTION OF A 0.0410 ACRE (1,788 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND CALLED 1.34 ACRE PART OF LOT 2, SUNRISE MEADOWS, A SUBDIVISION OF RECORD IN CABINET G, SLIDE 275, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN A CASH WARRANTY DEED TO LUCIO CHAVEZ AND MARIA UGALDE HERNANDEZ RECORDED IN DOCUMENT NO. 2018019408, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0410 ACRE (1,788 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 92+80.52 (Grid Coordinates determined as N=10,263,435.55 E=3,154,699.61), on the westerly boundary line of said 1.34 acre tract of land, same being the easterly boundary line of the remainder of said Lot 2, in the proposed southerly right-of-way (ROW) line of County Road 314 (CR 314), (variable ROW width), for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel from which a 1/2 inch iron rod found being in the existing southerly ROW line of County Road 314 (variable ROW width) same point being in the easterly boundary line of the remainder of said lot 2, same line being the westerly boundary line of said 1.34 acre tract, bears N 25°59'21" E a distance of 11.63 feet, and N 21°35'21" W a distance of 18.66 feet;

1) **THENCE, N 68°09'14" E** with said proposed southerly ROW line of C.R. 314, over and across said 1.34 acre tract, a distance of **174.63 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 94+55.15 in the westerly boundary line of Lot 1, said SUNRISE MEADOWS subdivision, same being the easterly boundary line of said 1.34 acres, from which a 1/2 inch iron rod found in the original southerly ROW of C.R. 314 (variable ROW width) bears N 21°28'28" W a distance of 45.24 feet;

2) **THENCE, S 21°28'28" E** with the common boundary line of said Lot 1 and said 1.34 acre tract, a distance of **10.00 feet** to a calculated point;

3) **THENCE, S 68°09'14" W** over and across said 1.34 acre tract, a distance of **180.16 feet** to a calculated point in the common boundary line of said remainder of Lot 2 and said 1.34 acre tract;

THENCE with said common line of the remainder of Lot 2, and the 1.34 acre tract, the following two (2) courses:

4) **N 21°24'17" W** a distance of **4.97 feet** to a calculated point;

5) **N 25°59'21" E** a distance of **7.50 feet** to the **POINT OF BEGINNING**, having an area of 0.0410 acres (1,788 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

This property description is accompanied by a separate parcel plat.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

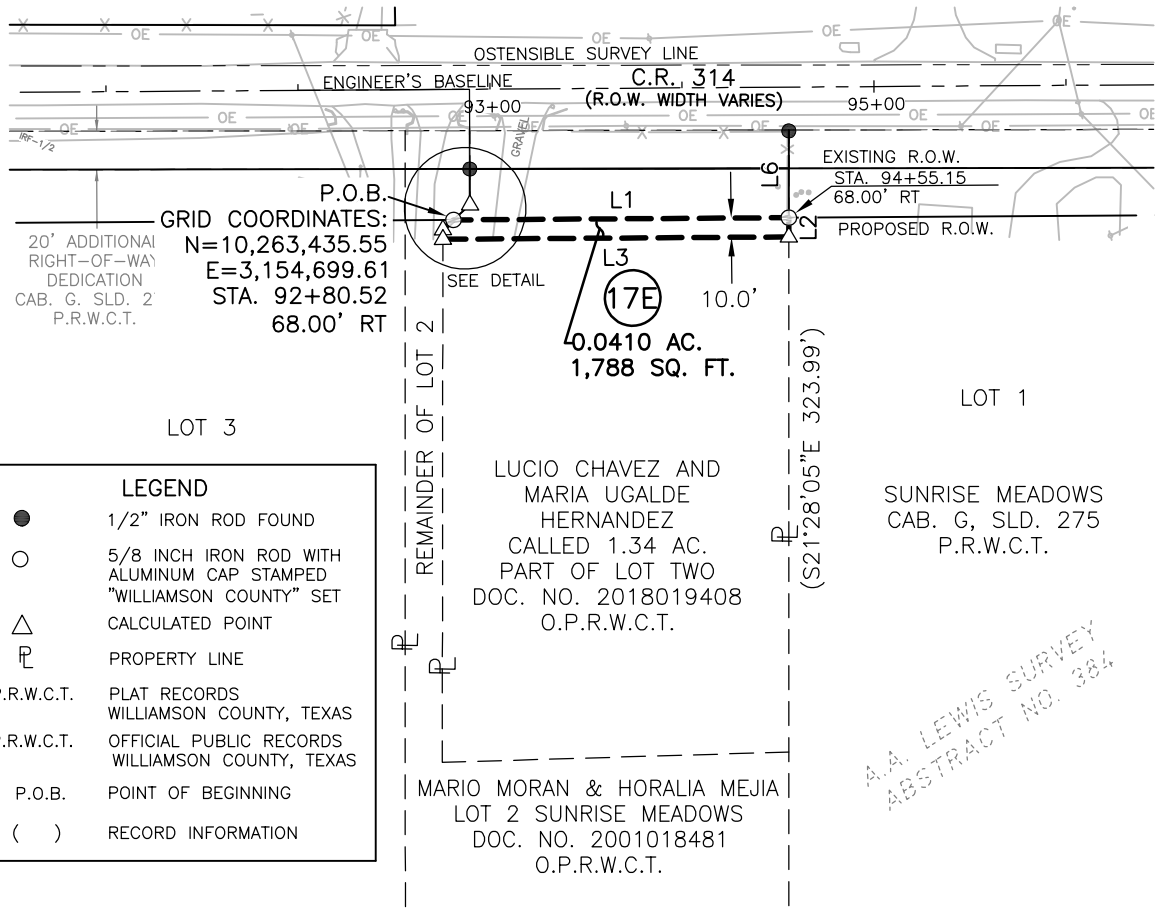
Inland Geodetics

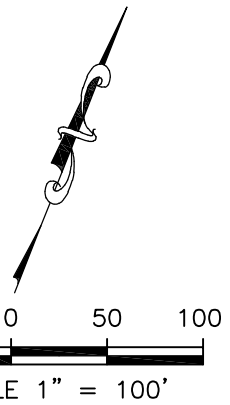
Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-17-CHAVEZ.doc

EXHIBIT ____

# PLAT TO ACCOMPANY DESCRIPTION

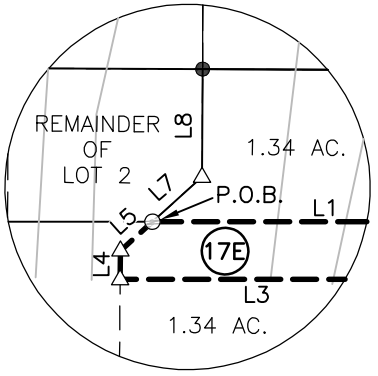



| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 68°09'14" E | 174.63' |
| L2 | S 21°28'28" E | 10.00' |
| L3 | S 68°09'14" W | 180.16' |
| L4 | N 21°24'17" W | 4.97' |
| L5 | N 25°59'21" E | 7.50' |
| L6 | N 21°28'28" W | 45.24' |
| L7 | N 25°59'21" E | 11.63' |
| L8 | N 21°35'21" W | 18.66' |

## LEGEND

| | |
|---|---|
| ● | 1/2" IRON ROD FOUND |
| ○ | 5/8 INCH IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET |
| △ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| P.R.W.C.T. | PLAT RECORDS WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| P.O.B. | POINT OF BEGINNING |
| ( ) | RECORD INFORMATION |




DETAIL
(NOT TO SCALE)

PROJECT NO.: SLAN-001

01/18/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## LUCIO CHAVEZ AND MARIA UGALDE HERNANDEZ

**PARCEL 17E**
**0.0410**
**1,788 SQ. FT.**

| SCALE | | PROJECT |
|---|---|---|
| 1" = 100' | WILLIAMSON COUNTY | C.R. 314 |



S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 17-CHAVEZ

EXHIBIT ____

# PLAT TO ACCOMPANY DESCRIPTION

NOTES:

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6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY , ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2301897, EFFECTIVE 11/27/2023 ISSUED 12/04/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933.

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN CABINET G, SLIDES 275–276, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

10a. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE A. ROADWAY, WHETHER DEDICATED OR NOT.

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10h. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10i. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN–001

01/18/2024

INLAND GEODETICS
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PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## LUCIO CHAVEZ AND MARIA UGALDE HERNANDEZ

WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 17E
0.0410
1,788 SQ. FT.



S:\SEILER–LANKES\CR 314\4–DRAWINGS\PARCELS\PARCEL 17–CHAVEZ

Exhibit "B"

Parcel 17

**DEED**

County Road 314 Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **LUCIO CHAVEZ and MARIA UGALDE HERNANDEZ,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.1001-acre (4,362 square foot) tract of land, out of and situated in the A. A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 17)**

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the ___ day of _____, 2024.

*[signature page follows]*

**GRANTOR:**

_____

**LUCIO CHAVEZ**

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by **LUCIO CHAVEZ** in the capacity and for the purposes and consideration recited therein.

_____

Notary Public, State of Texas

**GRANTOR:**

_____
**MARIA UGALDE HERNANDEZ**

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by **MARIA UGALDE HERNANDEZ** in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

Exhibit "C"

**ELECTRIC UTILITY EASEMENT**
**AND COVENANT OF ACCESS**

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

That LUCIO CHAVEZ AND MARIA UGALDE HERNANDEZ, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to the Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including,

but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:

_____

_____

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

*[signature page follows]*

GRANTOR:

LUCIO CHAVEZ

MARIA UGALDE HERNANDEZ

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the_____day of_____, 20____, by LUCIO CHAVEZ and MARIA UGALDE HERNANDEZ, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

**PREPARED IN THE OFFICE OF**:

Sheets & Crossfield, PLLC
309 E. Main Street
Round Rock, Texas 78664

**AFTER RECORDING RETURN TO:**

**********

DO NOT WRITE BELOW THIS LINE

RESERVED SPACE BELOW FOR RECORDING AT COUNTY

**Commissioners Court - Regular Session** **63.**

**Meeting Date:** 02/27/2024

CR 314 Purchase Contract

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on a purchase contract with Susan Chavarria for 0.419 AC needed as right of way on the CR 314 project. (Parcel 25) Funding Source: Road Bonds P364

### Background

## Fiscal Impact

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

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:03 AM |
| Form Started By: Charlie Crossfield | | Started On: 02/21/2024 02:01 PM |
| Final Approval Date: 02/22/2024 | | |

# REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **SUSAN CHAVARRIA** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.419 acres (18,246 square foot) tract of land, out of and situated in the Issac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 25**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE AND ADDITIONAL COMPENSATION

### Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit A shall be the sum of EIGHTY THOUSAND and 00/100 Dollars ($80,000.00).

### Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before December 15, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Special Warranty Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable.

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable"; and

(d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Special Warranty Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

As-Is Sale

8.12. **AS-IS SALE. PURCHASER ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR REPRESENTATION FROM SELLER. PURCHASER AGREES AND REPRESENTS:**

**(a) PURCHASER IS NOT RELYING ON ANY WRITTEN, ORAL, OR IMPLIED STATEMENT OR REPRESENTATION BY SELLER OR ANY REPRESENTATIVE OF SELLER ABOUT OR RELATED TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO STATEMENTS OR REPRESENTATIONS ABOUT: (i) THE NATURE, USE, VALUE, DEVELOPMENTAL POTENTIAL, SUITABILITY OR FITNESS FOR ANY USE, COMPLIANCE WITH RESTRICTIONS OR ZONING ORDINANCES, COMPLIANCE WITH ANY REGULATIONS OR LAWS, HABITABILITY, MARKETABILITY, ACCESS TO, EGRESS FROM, QUALITY OF IMPROVEMENTS, CONDITION OF IMPROVEMENTS OR THE LAND, SIZE OF THE IMPROVEMENTS OR LAND, SOILS, OR DRAINAGE (ON OR FROM); OR (ii) THE PRESENCE OF ANY ENVIRONMENTAL CONDITIONS, ENVIRONMENTAL CONTAMINANTS, UTILITIES, FLOOD HAZARD AREAS, FLOOD PRONE AREAS, EASEMENTS, RIGHTS-OF-WAY, ROADS;**

**(b) PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY, IS FAMILIAR WITH THE PROPERTY, IS SATISFIED WITH THE CONDITION OF THE PROPERTY, AND IS RELYING ON PURCHASER'S OWN DETERMINATION AND INVESTIGATION OF THE PROPERTY.**

**(c) PURCHASER IS EXPERIENCED IN THE PURCHASE OF PROPERTIES SIMILAR TO THE PROPERTY; AND**

**(d) THE SALES PRICE HAS BEEN NEGOTIATED BETWEEN THE PARTIES AS A RESULT OF PURCHASER AGREEING TO TAKE THE PROPERTY IN AN AS-IS CONDITION.**

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after January 31, to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation, and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

**SELLER:**

Susan Chavarria

Date: 12.14.23

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

# EXHIBIT A
# PROPERTY DESCRIPTION

DESCRIPTION OF A 0.4189 ACRE (18,246 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 10.03 ACRE TRACT OF LAND DESCRIBED IN A DEED TO BARTOLO CHAVARRIA, RECORDED IN DOCUMENT NO. 2001064935, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.4189 ACRE (18,246 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod found on the existing northerly right-of-way (ROW) line of County Road 314 (C.R. 314) (ROW width varies), for the southeast corner of that certain called 10.0 acres described in a Warranty Deed to Milburn Wayne Hill in Document No. 2014048821, of said Official Public Records, Texas, for the southwest corner of said 10.03 acre tract, (Grid Coordinates determined as N=10,264,696.69, E=3,157,629.65) and for the southwest corner and **POINT OF BEGINNING** of the herein described parcel, from which point a 1/2 inch iron rod found, for the southwest corner of said 10.0 acre tract bears S 68°21'32" W, with the southerly boundary line of said 10.0 acre tract and said existing northerly ROW line of C.R. 314, for a distance of 329.49 feet;

1) **THENCE**, **N 21°21'43" W**, with the common boundary line of said 10.0 acre tract and said 10.03 acre tract, a distance of **56.69 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed northerly ROW line of C.R. 314, being 68.00 feet left of Engineer's baseline station 124+70.37, for the northwest corner of the herein described parcel;

2) **THENCE, N 68°21'24" E,** over and across said 10.03 acre tract, with said proposed northerly ROW line, a distance of **321.96 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the westerly boundary line of that certain called 10.035 acre tract described in a Warranty Deed with Vendor's Lien in Favor of Third Party to Albertano and Maria Vastian in Document No. 2017019582, of said Official Public Records same line being the easterly boundary line of said 10.03 acre tract, being 68.00 feet left of Engineer's baseline station 127+92.30, for the northeast corner of the herein described parcel;

3) **THENCE, S 21°03'54" E,** with the common boundary line of said 10.035 acre tract and said 10.03 acre tract, a distance of **56.71 feet**, to a calculated point in said existing northerly ROW line of C.R. 314, for the southwest corner of said 10.035 acre tract, for the southeast corner of said 10.03 acre tract, and for the southeast corner of the herein described parcel;

4) **THENCE, S 68°21'32" W,** with the southerly boundary line of said 10.03 acre tract and said existing northerly ROW line of C.R. 314, a distance of **321.67 feet** to the **POINT OF BEGINNING**, containing 0.4189 acres (18,246 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

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

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

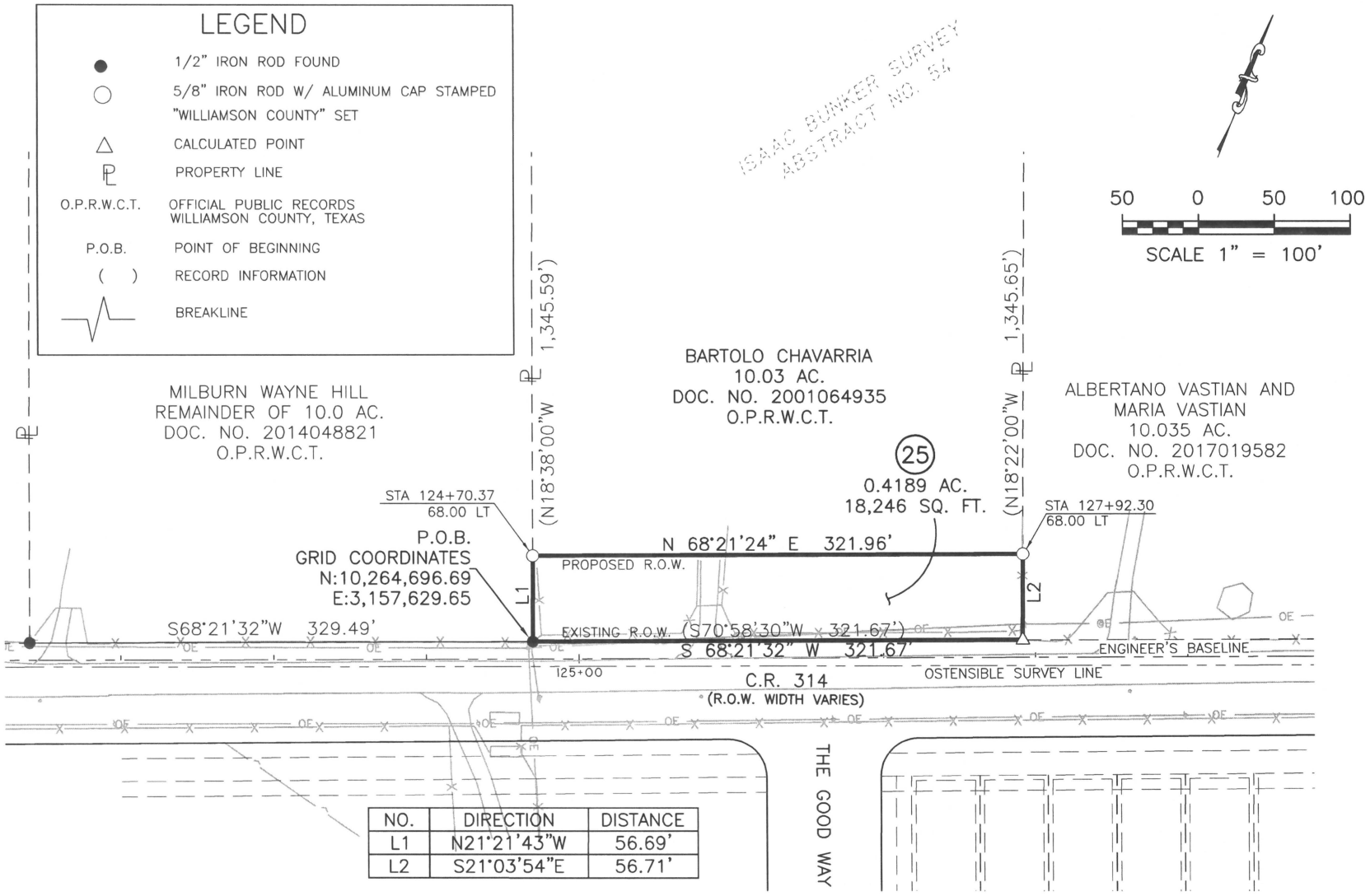
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

EXHIBIT ____

# PLAT TO ACCOMPANY DESCRIPTION




| NO. | DIRECTION | DISTANCE |
|---|---|---|
| L1 | N21°21'43"W | 56.69' |
| L2 | S21°03'54"E | 56.71' |

PROJECT NO.: SLAN-001

11/17/2023


INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF

## BARTOLO CHAVARRIA

PARCEL 25
0.4189 AC.
18,246 SQ. FT.

| SCALE | | PROJECT |
|---|---|---|
| 1" = 100' | WILLIAMSON COUNTY | C.R. 314 |

EXHIBIT ____

# PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2301903, EFFECTIVE 06/25/2023, ISSUED 07/03/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

TEXAN TITLE INSURANCE COMPANY
GF NO. GT2301903
SCHEDULE B:

1. RESTRICTIVE COVENANTS OF RECORD IN VOLUME 1536, PAGE 467, OFFICIAL RECORDS, WILLIAMSON COUNTY TEXAS.

10a. RIGHT OF WAY EASEMENT DATED SEPTEMBER 21, 1938, EXECUTED BY D. C. MCCREA A. AND ALTHEA LOU MCCREA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 293, PAGE 595, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10b. (NOT A SURVEY MATTER)

10c. (NOT A SURVEY MATTER)

10d. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED FEBRUARY 2, 1989, EXECUTED BY BART M. CHAVARRIA AND SUSAN L. CHAVARRIA TO BARTLETT ELECTRIC COOPERATIVE, INC., IN VOLUME 1802, PAGE 753, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10e. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED NOVEMBER 9, 1990, EXECUTED BY BART CHAVARRIA TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 2109, PAGE 51, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

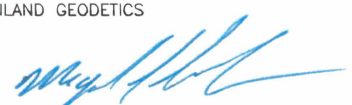
10f. (NOT A SURVEY MATTER)

10g. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10h. RIGHTS OF PARTIES IN POSSESSION.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

INLAND GEODETICS



MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

PROJECT NO.: SLAN-001

11/17/2023

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

## BARTOLO CHAVARRIA

PARCEL 25
0.4189 AC.
18,246 SQ. FT.

| SCALE | | PROJECT | |
|---|---|---|---|
| 1" = 100' | WILLIAMSON COUNTY | C.R. 314 | PAGE 4 OF 4 |

# EXHIBIT "B"

Parcel 25

**DEED**
County Road 314 Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **SUSAN CHAVARRIA** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.419 acres (18,246 square foot) tract of land, out of and situated in the Issac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 25**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing,

mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 14 day of December, 2023.

*[signature page follows]*

**GRANTOR:**

Susan Chavarria

Susan Chavarria

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 14 day of December, 2023 by Susan Chavarria, in the capacity and for the purposes and consideration recited therein.

Yolanda Stevenson

Notary Public, State of Texas

YOLANDA STEVENSON
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-01-26
Notary ID # 12987275-2

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session** **64.**

**Meeting Date:** 02/27/2024

CR 314 Purchase Contract

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on a purchase contract with 313 Jarrell Properties, LLC. for 0.194 AC and 0.209 AC needed as right of way on the CR 314 project. (Parcels 27 & 28) Funding Source: Road Bonds P364

**Background**

## Fiscal Impact

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

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:04 AM |
| Form Started By: Charlie Crossfield | | Started On: 02/21/2024 02:02 PM |
| Final Approval Date: 02/22/2024 | | |

**REAL ESTATE CONTRACT**
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **313 JARRELL PROPERTIES, LLC, a Texas limited liability company** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.194 acre (8,450 square foot) tract of land, out of and situated in the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 27**); and
>
> All of that certain 0.209 acre (9,103 square foot) tract of land, out of and situated in the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 28**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE AND ADDITIONAL COMPENSATION

### Purchase Price

2.01. The Purchase Price for the Property, any improvements upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of SIXTY-NINE THOUSAND ONE HUNDRED FORTY and 00/100 Dollars ($69,140.00).

### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions

2.03. Driveway reconnection. As additional compensation, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that as part of construction of proposed roadway improvements to CR 314 upon the Property it shall at its sole expense cause a replacement driveway to be constructed between the edge of roadway pavement and the remaining property of Seller. The replacement asphalt material driveway shall be located at Sta. 132+66.14L of the project, shall have a twenty-four foot (24') throat width, shall have twenty foot (20') radii, and shall otherwise be constructed according to any applicable Williamson County design criteria for drainage or culvert sizing and as shown on Exhibit "C" attached hereto and incorporated herein. By execution of this Contract the Seller further agrees that Purchaser, its contractors and agents, shall be allowed to temporarily enter the remaining property of Seller in the limited locations and duration as reasonably necessary to carry out the obligations of this paragraph.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before February 28, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibits "A-B", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and

the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after February 28, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

*[signature page follows]*

**SELLER:**

313 JARRELL PROPERTIES, LLC,
a Texas limited liability company

By: _____

Name: James R. Keeton

Title: Manager

Date: 2/8/24

Address: 8 Valley Trail
Round Rock, TX 78664

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

# EXHIBIT A
# PROPERTY DESCRIPTION

DESCRIPTION OF A 0.194 ACRE (8,450 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 2.00 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF A THIRD PARTY OF RECORD TO RACHEL ZARDIACKAS, JIM D. GRISHAM, AND KATHY L. GRISHAM, RECORDED IN DOCUMENT NO. 1997047247, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.194 ACRE (8,450 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2 inch iron rod with cap stamped "QUICK 6447" found on the existing northerly right-of-way (ROW) of County Road 314 (C.R. 314) (ROW varies), for the southeast corner of that certain called 10.035 acre tract of land described Deed to Albertano and Maria Vastian of record in Document No. 2017019582, said Official Public Records, for the southwest corner of said 2.00 acre tract, (Grid Coordinates determined as N=10,264,935.32, E=3,158,231.09) and for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE**, **N 21°10'54" W**, with the common boundary line of said 10.035 acre tract and said 2.00 acre tract, a distance of **56.72 feet**, to a calculated point ati its intersection with the proposed northerly ROW line of CR 314 being 68.00 feet left of C.R. baseline station 131+17.58 for the northwest corner of the herein described parcel;

**THENCE,** over and across said 2.00 acre tract, with the proposed northerly ROW line of said CR 314, the following two (2) courses and distances:

2) **N 68°21'24" E,** a distance of **66.39 feet** to a calculated point, for point of curvature to the right being 68.00 feet left of C.R. baseline station 131+83.98;

3) with a curve to the right, having a radius of **3,768.00 feet,** a delta angle of **01°16'16",** an arc length of **83.60**, and a chord which bears **N 68°59'32" E,** a distance of **83.60 feet** to a calculated point in the westerly boundary line of that certain called 10.027 acre tract of land described in a Deed to Rachel Zardiackas and Jason Zardiackas, of record in Document No. 1996046854, said Official Public Records, same line being the easterly boundary line of said 2.00 acre tract, being 68.00 feet left of C.R. baseline station 132+66.07, for the northeast corner of the herein described parcel;

4) **THENCE, S 21°10'54" E,** with the common boundary line of said 10.027 acre tract and said 2.00 acre tract, a distance of **55.38 feet** to a point on the existing northerly ROW line of said CR 314, for the southwest corner of said 10.027 acre

tract, for the southeast corner of said 2.00 acre tract, for the southeast corner of the herein described parcel;

5) **THENCE, S 68°11'59" W,** with the common boundary line of said 2.00 acre tract and said existing northerly ROW of CR 314, a distance of **150.00 feet** to the **POINT OF BEGINNING**, containing 0.194 acres (8,450 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

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

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

---

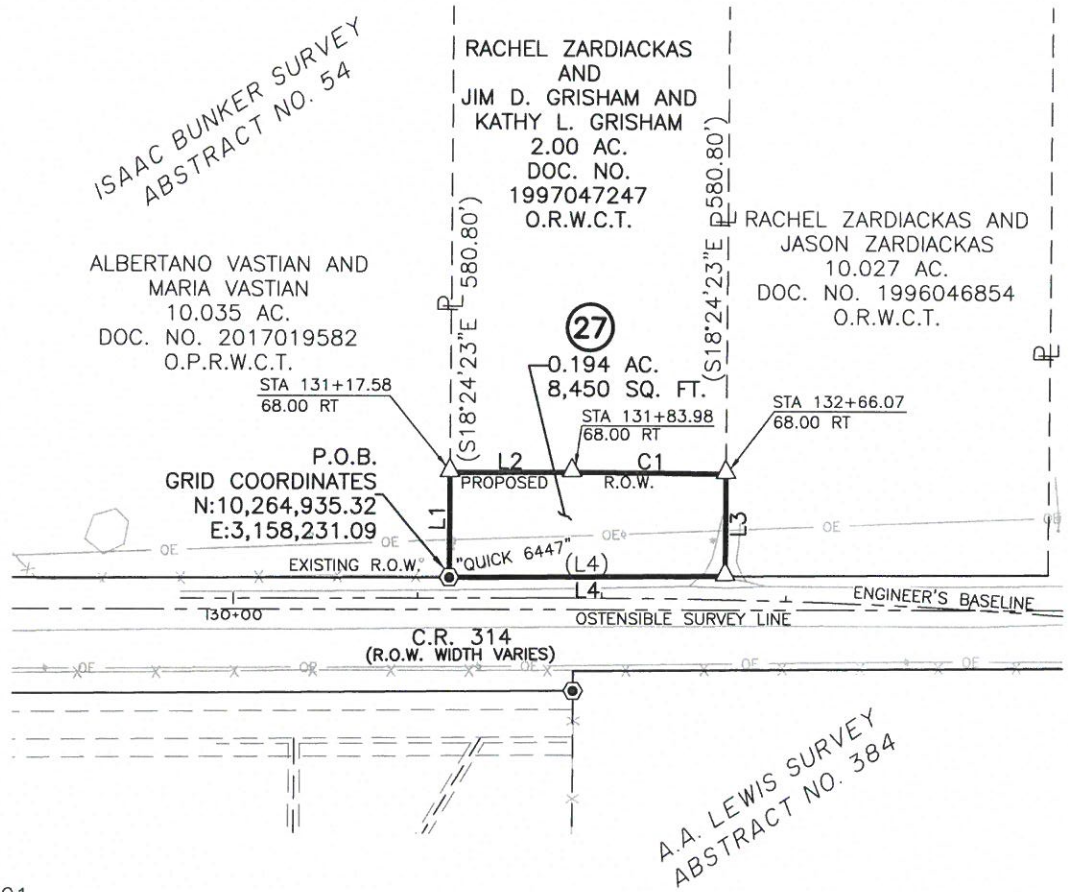
Miguel A. Escobar Date
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001

**PRELIMINARY**
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/25/2023

EXHIBIT A

# PLAT TO ACCOMPANY DESCRIPTION

| NUMBER | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 01°16'16" | 3,768.00' | 83.60 | 83.60 | N68°59'32"E |




50 0 50 100

SCALE 1" = 100'

| NO. | DIRECTION | DISTANCE |
|---|---|---|
| L1 | N21°10'54"W | 56.72 |
| L2 | N68°21'24"E | 66.39 |
| L3 | S21°10'54"E | 55.38 |
| L4 | S68°11'59"W | 150.00' |
| (L4) | (S70°58'30"W) | (150.00') |

PROJECT NO.: SLAN-001

1-2-2023


INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF

## RACHEL ZARDIACKAS, JIM D. GRISHAM, AND KATHY L. GRISHAM

**PARCEL 27**
**0.194 AC.**
**8,450 SQ. FT.**

SCALE 1" = 100'

WILLIAMSON COUNTY

PROJECT C.R. 314



S:\SEILER-LANKES\CR 3'4\4-Drawings\PARCEL 27-ZARDIACKAS.dwg

EXHIBIT A

# PLAT TO ACCOMPANY DESCRIPTION

## LEGEND

| | | | |
|---|---|---|---|
| ▣ | TXDOT TYPE II MON FOUND | P.R.W.C.T. | PLAT RECORDS WILLIAMSON COUNTY, TEXAS |
| ◉ | 1/2" IRON ROD WITH CAP FOUND | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| ● | 1/2" IRON ROD FOUND | D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| ○ | IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET | P.O.B. | POINT OF BEGINNING |
| ✪ | COTTON GIN SPINDLE FOUND | P.O.C. | POINT OF COMMENCING |
| △ | CALCULATED POINT | ( ) | RECORD INFORMATION |
| ℙ | PROPERTY LINE | | BREAKLINE |

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

**PRELIMINARY**

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/25/2023


MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681


PROJECT NO.: SLAN-001

1-2-2023


INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF

RACHEL ZARDIACKAS,
JIM D. GRISHAM, AND KATHY L. GRISHAM

**PARCEL 27**
**0.194 AC.**
**8,450 SQ. FT.**

| SCALE | | PROJECT |
|---|---|---|
| 1" = 100' | WILLIAMSON COUNTY | C.R. 314 |



S:\SEILER-LANKES\CR 314\4-Drawings\PARCEL 27-ZARDIACKAS.dwg

# EXHIBIT B
# PROPERTY DESCRIPTION

DESCRIPTION OF A 0.209 ACRE (9,103 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 10.027 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF A THIRD PARTY TO RACHEL AND JASON ZARDIACKAS, RECORDED IN DOCUMENT NO. 1996046854 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.209 ACRE (9,103 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a calculated point on the existing northerly right-of-way (ROW) of County Road 314 (C.R. 314) (ROW varies), for the southeast corner of that certain called 2.00 acre tract of land described in a deed to Rachel Zardiackas, Jim D. Grisham, and Kathy L. Grisham of record in Document No. 1997047247, for the southwest corner of said 10.027 acre tract, (Grid Coordinates determined as N=10,264,991.07, E=3,158,370.34) and for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "QUICK 6447" found for the southwest corner of said 2.00 acre tract, bears S 68°11'59" W, with the existing northerly ROW line of said C.R. 314, a distance of 150.00 feet;

1) **THENCE**, **N 21°10'54" W**, with the common boundary line of said 10.027 acre tract and said 2.00 acre tract, a distance of **55.38 feet**, to a calculated point at its intersection with the proposed northerly ROW line of CR 314 being 68.00 feet left of C.R. baseline station 132+66.07, for the northwest corner of the herein described parcel;

2) **THENCE,** with a non-tangent curve to the right, having a radius of **3768.00** feet, a delta angle of **02°40'24",** an arc length of **175.81** feet, and a chord which bears **N 70°57'53" E**, over and across said 10.027 acre track, with said proposed northerly ROW line of CR 314, a distance of **175.79 feet**, to a calculated point in the east boundary line of said 10.027 acre tract, same line being the west boundary line of SONTERRA I CONDOMIMIUMS, PHASE VI, a condominium regime of record in Document No. 2019033781, Official Public Records of Williamson County, Texas, being 68.00 feet right of C.R. baseline station 134+38.71, for the northwest corner of the herein described parcel;

3) **THENCE, S 21°08'27" E,** with the common boundary line of said 10.027 acre tract and said SONTERRA I CONDOMINIUMS, PHASE IV, a distance of **46.90 feet** to a point at its intersection with the existing northerly ROW line of said CR 314, for the southwest corner of said SONTERRA I CONDOMINIUMS, PHASE IV, for the southeast corner of said 10.027 acre tract, and for the southeast corner of the herein described parcel, from which point an iron rod with cap stamped "LENZ-ATX" found on the west ROW line of Circle Way, a roadway

within SONTERRA I CONDOMINIUMS, PHASE IV, bears N 68°13'07" E, with said existing northerly ROW line of CR 314, a distance of 118.38 feet;

4) **THENCE, S 68°11'59" W,** with the common boundary line of said 10.027 acre tract and said existing northerly ROW line of CR 314, a distance of **175.65 feet** to the **POINT OF BEGINNING**, containing 0.209 acres (9,103 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

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

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001

Date

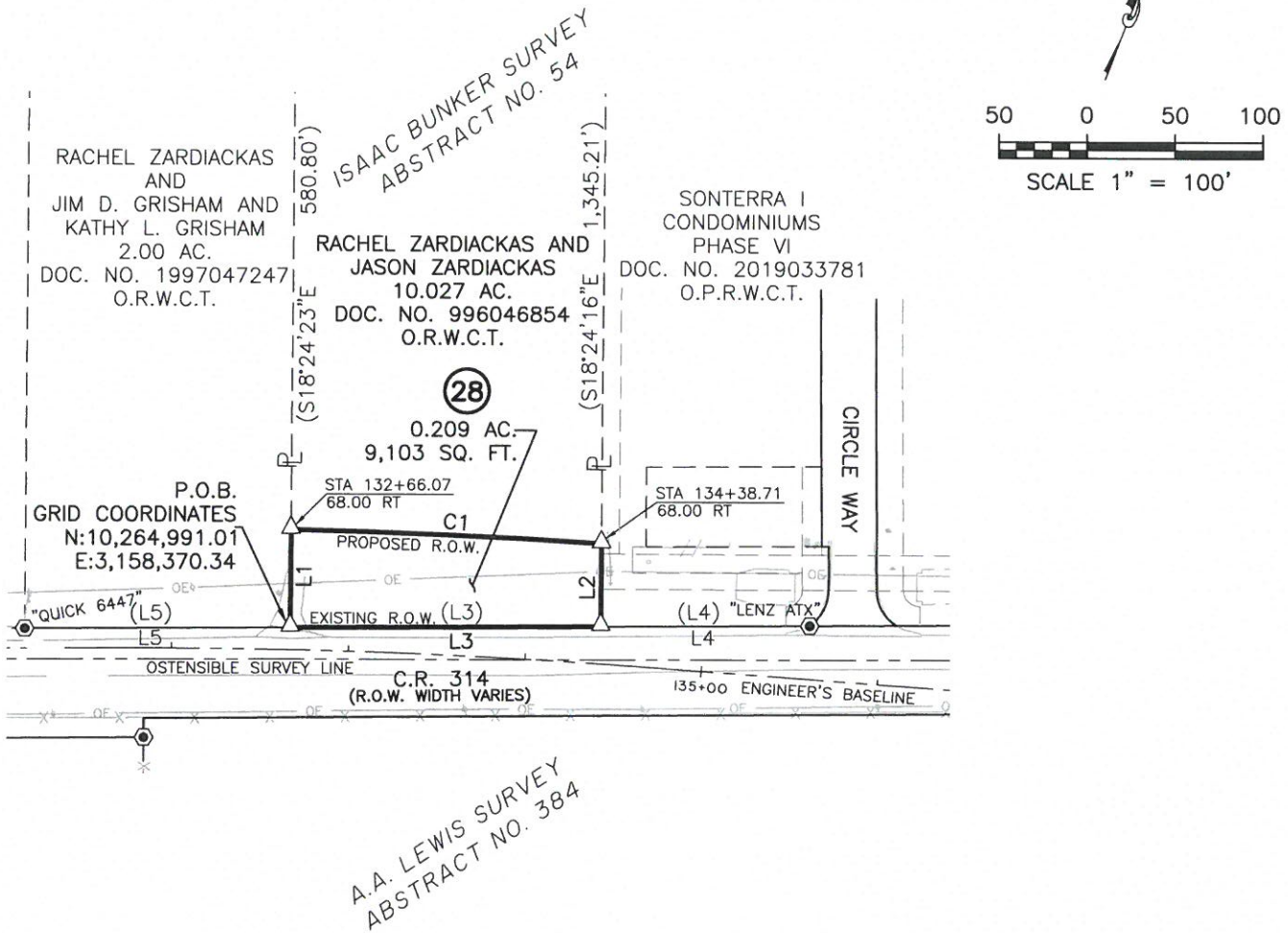
**PRELIMINARY**
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/25/2023

EXHIBIT B

# PLAT TO ACCOMPANY DESCRIPTION

| NUMBER | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 02°40'24" | 3,768.00' | 175.81 | 175.79 | N70°57'53"E |

| NO. | DIRECTION | DISTANCE |
|---|---|---|
| L1 | N21°10'54"W | 55.38 |
| L2 | S21°08'27"E | 46.90 |
| L3 | S68°11'59"W | 175.65 |
| (L3) | (S70°58'30"W) | (174.71') |
| L4 | N68°13'07"E | 118.38' |
| (L4) | (N68°12'46"E') | (118.37') |
| L5 | S68°11'59"W | 150.00' |
| (L5) | (S70°58'30"W) | (150.00') |




PROJECT NO.: SLAN-001

1-2-2023


INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF

## RACHEL ZARDIACKAS AND JASON ZARDIACKAS

**PARCEL 28**
**0.209 AC.**
**9,103 SQ. FT.**

SCALE 1" = 100'

WILLIAMSON COUNTY

PROJECT C.R. 314



S:\SEILER-LANKES\CR 314\4-Drawings\PARCEL 28-ZARDIACKAS.dwg

EXHIBIT B

# PLAT TO ACCOMPANY DESCRIPTION

## LEGEND

| | | | |
|---|---|---|---|
| ▣ | TXDOT TYPE II MON FOUND | P.R.W.C.T. | PLAT RECORDS WILLIAMSON COUNTY, TEXAS |
| ◉ | 1/2" IRON ROD WITH CAP FOUND | O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| ● | 1/2" IRON ROD FOUND | D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| ○ | IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET | P.O.B. | POINT OF BEGINNING |
| ✪ | COTTON GIN SPINDLE FOUND | P.O.C. | POINT OF COMMENCING |
| △ | CALCULATED POINT | ( ) | RECORD INFORMATION |
| ℙ | PROPERTY LINE | | BREAKLINE |

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

**PRELIMINARY**

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/25/2023


MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681


PROJECT NO.: SLAN-001

1-2-2023


INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00


PARCEL PLAT SHOWING PROPERTY OF

RACHEL ZARDIACKAS AND
JASON ZARDIACKAS

**PARCEL 28**
**0.209 AC.**
**9,103 SQ. FT.**

SCALE
1" = 100'

WILLIAMSON COUNTY

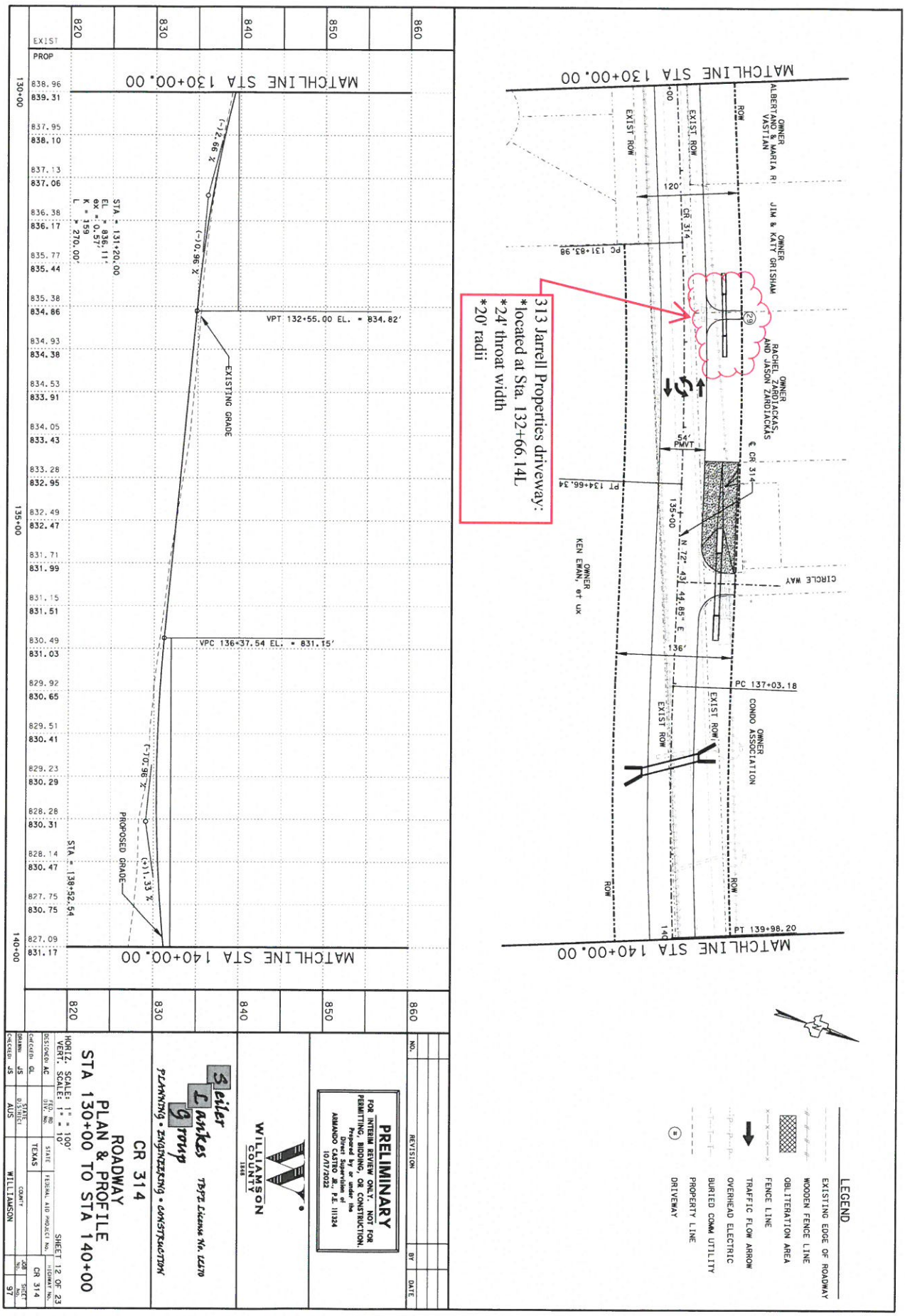
PROJECT
C.R. 314



S:\SEILER-LANKES\CR 314\4-Drawings\PARCEL 28-ZARDIACKAS.dwg

60% SUBMITTAL

# EXHHIBIT "C"




USER: mzastro
DATE: 10/17/2022 6:39
SCRIPT: pw://server.stg-eng.com:Stg-ds/Documents/WILCO301-CR314/Design_Data/4 - Design/Miscellaneous/CR314_plot.pen
FILE: pw://server.stg-eng.com:Stg-ds/Documents/WILCO301-CR314/Design_Data/4 - Design/Plan_Set/03. Roadway/CR314_PP_12.dgn

**PRELIMINARY**
FOR INTERIM REVIEW ONLY - NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the Direct Supervision of
ARMANDO CASTRO JR., P.E. 111324
10/17/2022

NO. | REVISION | BY | DATE

WILLIAMSON COUNTY 1848

Steiler Lankes Group
TBPE License No. 12570
PLANNING • ENGINEERING • CONSTRUCTION

CR 314
ROADWAY
PLAN & PROFILE
STA 130+00 TO STA 140+00

HORIZ. SCALE: 1" = 100'
VERT. SCALE: 1" = 10'
DESIGNED AC | DETAILED GL | CHECKED GL | DRAWN JS | CHECKED JS
STATE DISTRICT AUS | COUNTY WILLIAMSON | STATE TEXAS | FEDERAL AID PROJECT NO. | HIGHWAY NO. CR 314 | JOB NO. | SHEET NO. 97
SHEET 12 OF 23

# EXHIBIT "D"

Parcel 27.28

**DEED**
County Road 314 Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **313 JARRELL PROPERTIES, LLC, a Texas limited liability company,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.194 acre (8,450 square foot) tract of land, out of and situated in the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 27**); and
>
> All of that certain 0.209 acre (9,103 square foot) tract of land, out of and situated in the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 28**);

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2024.

*[signature page follows]*

**GRANTOR:**

313 JARRELL PROPERTIES, LLC,
a Texas limited liability company

By:_____

Name:_____

Title:_____

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session** **65.**

**Meeting Date:** 02/27/2024

CR 332 Interlocal Agreement with Sonterra MUD

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements CR 332 Roadway Construction Project with Sonterra Municipal Utility District. Funding Source: Road Bonds P366

**Background**

## Fiscal Impact

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

## Attachments

Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:05 AM |
| Form Started By: Charlie Crossfield | | Started On: 02/21/2024 02:04 PM |
| Final Approval Date: 02/22/2024 | | |

**INTERLOCAL AGREEMENT REGARDING**
**RELOCATION OF WATER SYSTEM IMPROVEMENTS**
**CR 332 ROADWAY CONSTRUCTION PROJECT**

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

**THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS CR 332 ROADWAY CONSTRUCTION PROJECT** ("**Agreement**") is entered into between Sonterra Municipal Utility District (the "**MUD**") and Williamson County, Texas, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the MUD and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties.**"

**WHEREAS,** the County is and has been in the process of planning and designing certain improvements to CR 332, the location of which are shown on **Exhibit "A"** attached hereto (the "County Project"); and

**WHEREAS**, some of the proposed County Project includes the widening of the CR 332 right-of-way into easements in which MUD-owned water system facilities (the "MUD Water Lines") are located; and

**WHEREAS,** the Parties have determined that, because of the County Project, the relocation of the MUD Water Lines is necessary (the "Relocation Project"); and

**WHEREAS**, the MUD intends to engage S.D. Kallman, L.P. to prepare plans and specifications for the relocation of the MUD Water Lines affected by the County Project (the "Plans"); and

**WHEREAS,** this Agreement sets forth the terms and conditions pursuant to which the County will relocate the MUD Water Lines in certain segments of the County Project.

**NOW, THEREFORE,** in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

## I.
## GENERAL PROVISIONS

**1.01 General.** The purpose of this Agreement is to set forth the agreements of the Parties regarding the planning, design, and construction of the Relocation Project, including the apportionment of related costs.

**1.02 County Relocation of MUD Water Lines.** The County will undertake the Relocation Project concurrently with the County Project in accordance with the Plans, and must,

at its own expense, pay all costs related to the Relocation Project in accordance with the Plans, subject to the reimbursement allocations as further set out in this Agreement. As stated below, the County must reimburse the MUD for the reimbursable percentage of costs related to the preparation of the Plans.

**1.03 County to Obtain and Assign Easements.** The County has obtained the water line easements in favor of the MUD in the form attached hereto as **Exhibit "B"**, which are required for the Relocation Project, and will acquire the remaining easements in favor of the MUD required for the Relocation Project prior to commencement at the County's expense. This Agreement specifically allows and authorizes the County's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the MUD. The form of the easement-granting document for the remaining easements to be acquired must be approved by the MUD prior to acquisition. The MUD is not responsible for any costs associated with easement acquisition for the County Project or Relocation Project. Any easements acquired as set out herein which are not otherwise granted directly to the MUD shall be assigned by the County to the MUD upon completion of construction of the Relocation Project.

**1.04 Obligations and Other Costs.** The MUD is responsible for the preparation of the Plans, which must be provided to the County prior to commencement of the Relocation Project. Following completion of the Plans, the MUD will submit one or more invoices to the County for 84.08% of the MUD's costs relating to the CR 332 Relocation Project, including the preparation of the Plans, inspections, permitting, engineering, and legal services related to the Relocation Project and negotiation of this Agreement, which must be promptly paid in accordance with the Texas Prompt Payment Act.

**1.05 Continuation of Service**. The County agrees that both the County Project and the Relocation Project must be undertaken so as to minimize any disruption of water service to existing customers of the MUD and will not result in the prolonged loss of water service to any such customers.

## II.
## CONSTRUCTION OF PROJECT

**2.01 General**. The Parties mutually acknowledge and agree that the County will, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project. The County will ensure that the Relocation Project is constructed a good and workmanlike manner, free from deficiencies. The County and the MUD agree that the County is responsible for 84.08% of the construction costs of the Relocation Project (estimated at $277,752.12) and the MUD is responsible for 15.92% of the construction costs of the Relocation Project (estimated at $52,590.55). Collectively, these shares are referred to as the "Construction Costs". The MUD's share of the Construction Costs will not exceed 25% more than the estimated amount without prior notification and written approval by the MUD.

**2.02 Payment and Maintenance.** The MUD's share of the Construction Costs will be due and payable by the County within 30 days after the MUD provides written acceptance of the completed Relocation Project. After acceptance, the MUD will own and maintain the facilities included within the Relocation Project.

**2.03 Construction Plans**. The MUD will submit the Plans for the Relocation Project, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction. The Relocation Project will be jointly bid and constructed as part of the County Project.

**2.04 Inspection**. The MUD may inspect the relocation of the waterlines during construction. If the MUD's inspectors determine that the construction by the County is not in accordance with the approved Plans, or deficient in quality of construction, and upon receipt of such notification from the MUD, the County must cease construction until the deficiency has been identified and resolved or a corrective plan of construction implemented with the written agreement of the MUD.

**2.05 Insurance, Bonds and Warranties.** The County must require the contractor and any subcontractors for the County Project and Relocation Project to furnish the District certificates of insurance and policies, including all endorsements, on forms acceptable to the District, confirming the following insurance coverage in at least the amounts set forth in the CR 332 Realignment Project construction manual, naming the District as a loss payee on the commercial crime policy and, except with respect to Worker's Compensation insurance, naming the District as an additional insured entitled to the full benefit of coverage:

The County must require the contractor and any subcontractors for the County Project and Relocation Project to provide performance bonds, payment bonds, and maintenance bonds in favor of the MUD for the County Project and Relocation Project in amounts satisfactory to the MUD. The County must transfer any warranties for the Relocation Project to the MUD upon final completion and the MUD's written acceptance of the Relocation Project.

**2.06 Other Costs.** The County must reimburse the MUD for the 84.08% reimbursable percentage of costs incurred by the MUD relating to the Relocation Project, and for inspections, permitting, engineering, and legal services related to the Relocation Project and the negotiation of this Agreement in accordance with the Texas Prompt Payment Act.

**2.07 As-Built Drawings**. Upon completion of the construction of the Relocation Project, County will provide MUD with the as-built drawings of the Relocation Project.

**2.08 Liens**. The MUD Water Lines conveyed to the MUD under this Agreement will be free and clear of all monetary liens and title defects, including without limitation, mechanics' and materialmen's liens.

## III.
## DISPUTES

**3.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party must make a written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party must commence the curative action within 30 days and thereafter diligently pursue the curative action to completion.

Notwithstanding the foregoing, any matters specified in the default notice that may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party must mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**3.02 Equitable Relief**. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party may request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party will be liable to the other for all costs actually incurred in pursuing such remedies and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting Party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**3.03 Agreement's Remedies Not Exclusive**. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

## IV.
## GENERAL PROVISIONS

**4.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**4.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**4.03 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement must be paid from current revenues available to the Party for such purpose.

**4.04 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**4.05 Effective Date.** This Agreement is effective from the date of execution by the authorized representative of each Party.

**4.06 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project or Relocation Project shown in the Plans.

**4.07 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the Parties' authorized representatives.

**4.08 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

**4.09 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; or (ii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

| | |
|---|---|
| **MUD:** | Sonterra MUD<br>c/o Armbrust & Brown, PLLC<br>100 Congress Ave., Ste. 1300<br>Austin, TX 78701<br>Attn: Carter Dean |
| **COUNTY:** | Williamson County<br>710 Main Street, Suite 101<br>Georgetown, Texas 78626<br>Attn: County Auditor<br>Telephone: (512) 943-1577 |
| **With a copy to:** | Sheets & Crossfield, PLLC<br>309 E. Main Street<br>Telephone: 512-255-8877 |

**4.10 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**4.11 Authority**. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**ATTEST:**

Raven Dunbar, Secretary
Board of Directors

**SONTERRA MUNICIPAL UTILITY DISTRICT:**

By: _____
Michael Cosimeno, President
Board of Directors

Date: _____

**ATTEST:**

_____
Nancy Rister, County Clerk

**WILLIAMSON COUNTY:**

By:_____
Bill Gravell, Jr., County Judge

Date: _____

EXHIBIT A

# WILLIAMSON COUNTY

## CR 332
## PRECINCT NUMBER 4

NET LENGTH OF ROADWAY = 2150 FT (0.407 MILES)
NET LENGTH OF BRIDGES = 0.00 FT (0.000 MILES)
NET LENGTH OF PROJECT = 2150 FT (0.407 MILES)

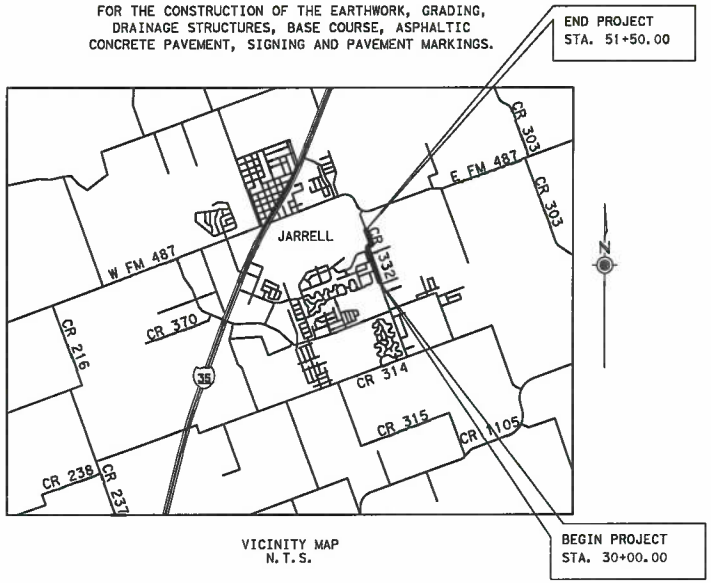
LIMITS: FROM 1900' NORTH OF CR 313
TO 1650' SOUTH OF FM 487
IN THE CITY OF JARRELL.

FOR THE CONSTRUCTION OF THE EARTHWORK, GRADING, DRAINAGE STRUCTURES, BASE COURSE, ASPHALTIC CONCRETE PAVEMENT, SIGNING AND PAVEMENT MARKINGS.

| | |
|---|---|
| FUNCTIONAL CLASSIFICATION | = MINOR COLLECTOR |
| DESIGN SPEED | = 45 MPH |
| ADT (2015) | = 1400 |
| DHV (2015) | = 140 |
| ADT (2035) | = 4100 |
| DHV (2035) | = 410 |

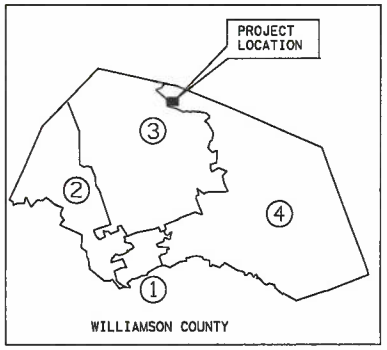
INDEX OF SHEETS


| SHEET NO. | DESCRIPTION |
|---|---|
| 1 | TITLE SHEET |
| 2 | INDEX OF SHEETS |


VICINITY MAP
N.T.S.

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-21 THRU BC(12)-21 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.:




TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

EXCEPTIONS: NONE
EQUATIONS: NONE
RAILROAD CROSSINGS: NONE
WATERSHED: UPPER LITTLE RIVER
AREA OF DISTURBANCE: 16.13 AC

PREPARED BY:
SEILER LANKES GROUP (DESIGN CONSULTANT)

GERALD LANKES, PE
PROJECT MANAGER
DATE

Seiler Lankes Group
TBPE License No. 12570
PLANNING • ENGINEERING • CONSTRUCTION

STATE OF TEXAS
GERALD A. LANKES
107484
LICENSED
PROFESSIONAL ENGINEER
6/23/2022

williamson COUNTY
1848

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APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL, JR.
WILLIAMSON COUNTY JUDGE
DATE

APPROVED BY:
WILLIAMSON COUNTY

RUSS BOLES
WILLIAMSON COUNTY COMMISSIONER, PRECINCT 4
DATE

APPROVED BY:
HNTB CORPORATION

RICHARD L RIDINGS, PE
ROAD BOND MANAGEMENT TEAM
DATE

USER: sferriz
DATE: 3/23/2022 5:00
SCRIPT: \\pw\server-sig-eng.com:Sig-eb\Documents\WILCO301-CR332\Design_Data\4 - Design\Miscellaneous\332 (1).pen
FILE: pw:\\server-sig-eng.com:Sig-eb\Documents\WILCO391-CR332\Design_Data\4 - Design\Plan_Set\01 General\CR 332 Title Sheet.dgn

EXHIBIT B

**WATER LINE EASEMENT**

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

STATE OF TEXAS

COUNTY OF WILLIAMSON

**KNOW ALL MEN BY THESE PRESENTS**, that _____ _____ (the "**Grantor**"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid to Grantor by Lone Star Regional Water Authority (the "**Grantee**") whose address is P.O. Box 554, Jarrell, Texas 76537 Attn: General Manager, the receipt and sufficiency of which is hereby acknowledged, and for which no lien, express or implied, is retained, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the Grantee and its successors and assigns, an irrevocable, non-exclusive, permanent and perpetual water line easement (the "**Easement**") to survey, install, construct, operate, maintain, inspect, repair, replace, modify, upgrade, relocate, add, and remove water line facilities and other related facilities and equipment which may consist of multiple lines, pipes or conduits, and all incidental surface and subsurface apparatus, equipment, appurtenances and facilities, including, but not limited to valves, fittings, connections, hydrants, taps, meters, air vents, manholes, corrosion control equipment and related items necessary for access to or protection of the installed improvements (the "**Facilities**") over, across, under, and upon that _____ **acre (**_____ **square foot)** tract of land, together with free, uninterrupted and continuous non-exclusive access to and from the Easement over and across such other portions of property owned by Grantor as may be necessary for ingress, egress and regress by Grantee, its employees, agents and contractors to and from the Easement (the "**Access Easement**"), provided however the right to use such Access Easement shall only be effective if there is no reasonably available access to the permanent easement area from a public right of way.

The Easement hereby granted shall be located on the property further described by metes and bounds and sketch as shown on Exhibit "A", which is attached hereto and incorporated herein for all purposes.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Facilities. Grantee may engage in all activities as may be necessary, requisite, convenient or appropriate in connection with the Easements and the Facilities. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, grass, ground cover and other vegetation and improvements from within the Easement which in the opinion of Grantee interfere with or damage the Facilities, and the right to bring materials to and to bring and operate such

equipment thereupon as may be necessary or appropriate to effectuate the purposes for which the Easements are granted. Grantee will, at all times after performing any work in connection with the Easement, remove debris generated by Grantee from the Easements and restore the surface grade and native ground cover necessary to prevent erosion of the Easements to substantially similar conditions as existed prior to the undertaking of any such work; provided however, the Grantee shall not be: (a) required to repair or replace any trees, growth, shrubbery, other vegetation or improvements removed by Grantee from the Easements or damaged by Grantee in the course of the proper exercise of its permitted rights pursuant to this Water Line Easement except as identified herein; or (b) liable for the value of any other trees, growth, shrubbery, other vegetation or improvements, except for planted crops, removed by Grantee from the Easements or damaged by Grantee in the course of the proper exercise of its permitted rights pursuant to this Water Line Easement.

Grantor expressly reserves the right to use the surface of the Easements for purposes that do not directly or indirectly interfere with, interrupt or impair Grantee's use of the Easements or directly or indirectly interfere with or damage the Facilities, including specifically aerial only (no poles) electric facilities. Grantor further specifically reserves the rights to use, construct, reconstruct, allow, or maintain streets, sidewalks, roads or driveways, fences and gates, water lines, aerial electric (no poles) and dry utility service lines at such place or places as Grantor may from time to time hereafter select for public or private use, on, over and across the Easement at any angle not less than forty-five (45) degrees to Grantee's water lines; provided however, without the prior consent of Grantee the Grantor shall not: (a) install or construct any permanent structures or improvements on the permanent Easement; or (b) install any vegetation in the permanent Easement other than grass, ground cover, and crops;

Grantor, its successors or assigns, shall not install or construct wastewater lines, gas pipelines, or petroleum pipelines (i) above Grantee's water lines, (ii) at an angle less than 45 degrees to Grantee's water lines, or (iii) with a separation distance of less than two feet from Grantee's water lines, without prior consent of Grantee.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Grantor represents to Grantee that: (i) Grantor is the current owner of the property which will be subject to the Easements; (ii) Grantor is authorized to grant the Easements without obtaining the prior consent of any party; and (iii) the Easements are not and will not be subject to any prior liens of record or other liens securing financial or other obligations of Grantor except the following: _____.

The Easement herein granted shall be perpetual and shall run with the land, and the terms and provisions of this Water Line Easement shall be binding on Grantor and Grantee and their respective heirs, administrators and executors or successors and assigns, as applicable.

Nothing herein shall be deemed nor construed to be a dedication of the Easements for use by the general public or a conveyance of Grantor's fee estate in the Easements.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Easements unto the Grantee, its successor and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights to ingress, egress, and regress and the right to assign said Easements or any portion thereof. Grantor does hereby bind Grantor and Grantor's heirs, administrators, executors or successors and assigns, as applicable, to WARRANT AND FOREVER DEFEND, all and singular the said Easements and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or the claim the same or any part thereof.

**Grantor expressly acknowledges and consents to Grantee's assignment of undivided interests in this Water Line Easement to Sonterra Municipal Utility District and Jarrell-Schwertner Water Supply Corporation for the purposes of installing and maintaining water lines owned and operated by Sonterra Municipal Utility District and Jarrell-Schwertner Water Supply Corporation in addition to Grantee's Facilities.**

*[signature pages follow]*

Executed this _____ day of _____, 2022

**GRANTOR:**

_____

_____

Address: _____

_____

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____ day of _____, 2022, by _____ in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

(Notary Seal)

After Recording, Return to:

S.D. Kallman, LP
1106 S Mays St. Ste. 101
Round Rock, TX 78664

**Commissioners Court - Regular Session** **66.**

**Meeting Date:** 02/27/2024

Corridor A-2 Purchase Contract

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on a purchase contract with FM 973 TRC1, LLC for 2.420 acres needed as right of way on the Corridor A-2 project. Funding Source: TANS P588

### Background

## Fiscal Impact

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

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:05 AM |
| Form Started By: Charlie Crossfield | | Started On: 02/21/2024 02:07 PM |
| Final Approval Date: 02/22/2024 | | |

**REAL ESTATE CONTRACT**
Corridor A-2 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **FM973 TRC 1 LLC, a Texas limited liability company** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 2.420 acre (105,411 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A" attached hereto;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE AND ADDITIONAL COMPENSATION

### Purchase Price

2.01. The Purchase Price for the fee simple Property, any improvements upon the Property, and any damage to or cost of cure for the remaining property of Seller resulting from this purchase, shall be the sum of EIGHT HUNDRED SIXTEEN THOUSAND NINE HUNDRED THIRTY-FIVE and 00/100 Dollars ($816,935.00).

### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Rise Title Company on or before February 28, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

### Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

### Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

### Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

### Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

### Time of Essence

8.06. Time is of the essence in this Contract.

### Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after February 28, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser upon the Property, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

*[signature page follows]*

**SELLER:**

**FM973 TRC 1LLC,**
**a Texas limited liability company**

By: _____

Address: 3040 POST OAK BLVD
SUITE 1212, HOUSTON TX 77056

Name: DHARMARAJAH
HARI KUMAR RAJAH

Title: MANAGER

Date: 02/07/2024

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

SURVWEST | SURVEY, MAPPING, SUE, UC

# EXHIBIT "A"

2.420 Acre Tract
County of Williamson, Texas

January 31, 2024
Project No. P230157

## LEGAL DESCRIPTION

A 2.420 ACRE TRACT OF LAND SITUATED IN THE H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 6.601 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO ROUNDROCK CAPITAL, LLC IN DOCUMENT NO. 2022029556, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 2.420 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, AT A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED JONES CARTER PROPERTY CORNER FOUND (GRID COORDINATES N= 10163318.94 US FEET, E= 3204593.67 US FEET) IN THE EAST R.O.W. LINE OF F.M. 973 (R.O.W. VARIES), BEING THE SOUTHWEST CORNER OF SAID 6.601 ACRE TRACT, SAME BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF THAT CERTAIN CALLED 80.550 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TAYLOR FM973 RECORDED IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, LEAVING SAID IRREGULAR WEST LINE, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE WEST LINE OF SAID 6.601 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 14°48'33" EAST, A DISTANCE OF 114.14 FEET TO A TXDOT TYPE I CONCRETE MONUMENT FOUND (LEANING), FOR AN ANGLE POINT;

2) NORTH 07°21'30" EAST, A DISTANCE OF 65.02 FEET TO A FOUR-INCH BRASS DISK IN CONCRETE (TXDOT TYPE II MONUMENT) FOUND, FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;

3) ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF 08°57'43", AN ARC LENGTH OF 463.75 FEET AND A CHORD WHICH BEARS N 18°40'29" E, A DISTANCE OF 463.27 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR THE END OF SAID NON-TANGENT CURVE AND NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD FOUND IN THE CURVING EAST R.O.W. LINE OF F.M. 973, SAME BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT BEARS A CHORD BEARING OF NORTH 10°46'02" EAST, A CHORD DISTANCE OF 354.31 FEET;

**THENCE**, SOUTH 83°17'06" EAST, LEAVING THE EAST R.O.W. LINE OF F.M. 973, ALONG THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, BEING THE NORTH LINE OF SAID 6.601 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 167.22 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;

**THENCE**, LEAVING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, OVER AND ACROSS SAID 6.601 ACRE TRACT, ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AND EAST LINE OF THE HEREIN DESCRIBED TRACT, HAVING A RADIUS OF 3190.00 FEET, A CENTRAL ANGLE OF 10°39'51". AN ARC LENGTH OF 593.74 FEET AND A CHORD WHICH BEARS SOUTH 17°53'08" WEST, A DISTANCE OF 592.89 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN SAID IRREGULAR WEST LINE, BEING THE SOUTH LINE OF SAID 6.601 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED JONES CARTER PROPERTY CORNER FOUND AT AN ANGLE POINT IN SAID SOUTH LINE BEARS NORTH 76°56'41" EAST, A DISTANCE OF 106.86 FEET;

**THENCE**, ALONG THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, BEING THE SOUTH LINE OF SAID 6.601 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 76°56'41" WEST, A DISTANCE OF 115.38 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR AN ANGLE POINT;

2) SOUTH 86°09'35" WEST, A DISTANCE OF 57.57 FEET TO THE **POINT OF BEGINNING,** AND CONTAINING 2.420 ACRES (105,411 SQ. FT.) OF LAND MORE OR LESS.

***INTENTIONALLY LEFT BLANK***

SURVWEST | SURVEY, MAPPING, SUE, UC

NOTES:

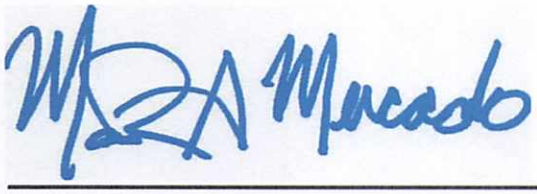
1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.

2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.

3.) THIS LEGAL DESCRIPTION IS ACCOMPANIED BY A SEPARATE PLAT OF EVEN DATE.

4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED.

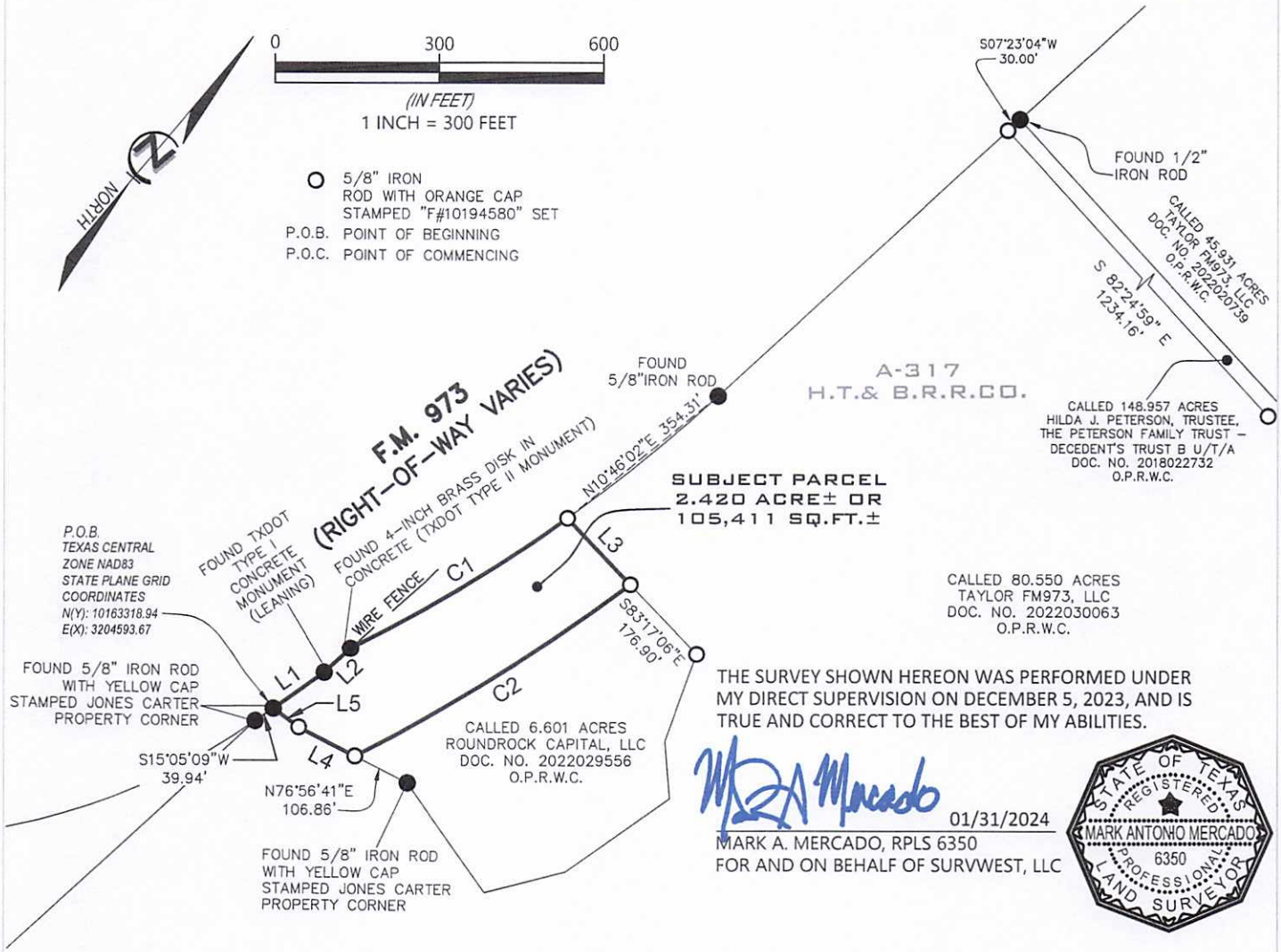
I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACCOMPANYING SURVEY PLAT OF EVEN DATE REPRESENTS THE FACTS FOUND DURING THE COURSE OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.



01/31/2024

Mark A. Mercado, RPLS # 6350
SurvWest, LLC
800 Paloma Drive, Suite 240
Round Rock, TX, 78665
Texas Firm Registration No. 10194580
mmercado@survwest.com

Date




THE SURVEY SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION ON DECEMBER 5, 2023, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

01/31/2024

MARK A. MERCADO, RPLS 6350
FOR AND ON BEHALF OF SURVWEST, LLC

STATE OF TEXAS REGISTERED MARK ANTONIO MERCADO 6350 PROFESSIONAL LAND SURVEYOR

1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
3.) THIS PLAT IS ACCOMPANIED BY A SEPARATE LEGAL DESCRIPTION OF EVEN DATE.
4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED BY SURVWEST.

| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L1 | N14°48'33"E | 114.14' |
| L2 | N07°21'30"E | 65.02' |
| L3 | S83°17'06"E | 167.22' |
| L4 | S76°56'41"W | 115.38' |
| L5 | S86°09'35"W | 57.57' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
| C1 | 463.75 | 2964.79 | 8°57'43" | N18°40'29"E | 463.27 |
| C2 | 593.74 | 3190.00 | 10°39'51" | S17°53'08"W | 592.89 |

| | |
|---|---|
| SURVWEST PROJECT NO. | P230157 |
| ADD'L INFO: | |
| DRAWING NAME: | WilliamsonCounty-A2_PriorityTracts_RRCapital_2.420Ac |
| REVISION: | REV DESC: |

SURVWEST | SURVEY•MAPPING UTILITY•BUE REAL ESTATE
720.259.9316
www.survwest.com
800 Paloma Dr, Suite 240
Round Rock, TX 78665
TX Firm No. 10194580

PLAT SHOWING 2.420 ACRE TRACT OUT OF THE H.T.& B.R.R.CO. SURVEY, ABSTRACT NO. 317, SITUATED IN WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT**

| DWN: | CHK'D | DATE: | SCALE: | SHEET NO: |
|---|---|---|---|---|
| MM | JR | 01/31/2024 | 1"=300' | 4 OF 4 |

P:_P23 PROJECTS\P230157 - LIA - WILLIAMSON COUNTY CORRIDOR A2 - WILLIAMSON COUNTY_TX\3_SURVEY\04_CAD\01_WORKING\ROW EXHIBITS\WILLIAMSONCOUNTY-A2_PRIORITYTRACTS_RRCAPITAL_2.420AC.DWG MARK.MERCADO

# EXHIBIT "B"

**DEED**
Corridor A-2 Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **FM973 TRC 1 LLC,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 2.420 acre (105,411 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A" attached hereto.

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the proposed roadway facility project and related appurtenances.

**TO HAVE AND TO HOLD** the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2024.

*[signature page follows]*

**GRANTOR:**

**FM973 TRC 1 LLC, a Texas limited liability company**

By: _____

Name: D HARMARAJAH HARIKUMAR RAJAH

Title: MANAGER

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this the 7th day of February, 2024 by Dharmarajah Harikumar Rajah in the capacity and for the purposes and consideration recited therein.

SABRINA ONEAL-STRANG
My Notary ID # 129882830
Expires October 4, 2026

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session** **67.**

**Meeting Date:** 02/27/2024

Corridor A-2 Purchase Contract

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on a purchase contract with Taylor FM 973 LLC for 23.864 acres and 4.951 acres needed as right of way on the Corridor A-2 project. Funding Source: TANS P588

### Background

## Fiscal Impact

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

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:06 AM |
| Form Started By: Charlie Crossfield | | Started On: 02/21/2024 02:08 PM |
| Final Approval Date: 02/22/2024 | | |

# REAL ESTATE CONTRACT
Corridor A-2 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TAYLOR FM973 LLC, a Texas limited liability company** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 23.864 acre (1,039,527 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A-1" attached hereto; and
>
> All of that certain 4.951 acre (215,672 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A-2" attached hereto;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE AND ADDITIONAL COMPENSATION

### Purchase Price

2.01. The Purchase Price for the fee simple Property, any improvements upon the Property, and any damage to or cost of cure for the remaining property of Seller resulting from this purchase, shall be the sum of NINE MILLION and 00/100 Dollars ($9,000,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions and Additional Compensation

2.03. **Utilities within the Right of Way Property.** The parties agree that any public utilities as defined by Texas law shall be permitted to locate within the Property according to any applicable Federal, State, and local statutes or Williamson County Right of Way or Texas Department of Transportation utility permitting requirements in place at the time of application. Private utility providers or service lines shall be allowed to cross the Property at an angle not less than forty-five degrees by approved permit, but shall not be allowed to run parallel to the proposed roadway facilities along the length of the right of way Property.

2.04. **Potential Driveway Locations.** By execution of this Agreement, the parties acknowledge that the remaining property of Seller ("*Seller's Other Property*") is subject to driveway location spacing and sight distance analysis under Williamson County and or Texas Department of Transportation ("TxDoT") access management rules in place at the time of application (the "*Access Rules*"), and current spacing requirements would appear to be adequate to allow a driveway to FM 973 and proposed Samsung Highway/Corridor A-2 from *Seller's Other Property*. Any driveway permit sought by Seller for access to Seller's Other Property from Samsung Highway/Corridor A-2 shall require application, review and approval from the County Road & Bridge Department per applicable driveway/access design requirements all as promulgated under the Access Rules, including but not limited to a possible right turn deceleration lane, and any driveway permit sought by Seller for access to Seller's Other Property from FM 973 shall require application, review and approval from TxDoT per applicable driveway/access design requirements all as promulgated under the Access Rules, including but not limited to a possible right turn deceleration lane.

The provisions and any agreement terms contained in Sections 2.03-2.04 shall survive Closing of this transaction and are not merged herein.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Rise Title Company on or before February 28, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibits "A-1 and A-2", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after February 28, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser upon the Property, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

8.13 Purchaser agrees to the location of the wastewater treatment plant ("WWTP") and outfall discharge location as previously approved in TPDES Permit No. WQ0016226001 and any revision thereof ("TPDES Permit"). If Seller, its successors or assigns desire to construct any wastewater discharge pipeline across the County Property prior to Purchaser's construction of roadway improvements, Purchaser shall (1) allow such crossing through a utility permit upon application by Seller and review and approval by Purchaser according to its standard requirements and procedures; and/or (2) accommodate the outfall by designing and constructing the improvements so to avoid impairing the approved outfall and its discharge and flow capacity, and Purchaser shall repair any damage to the outfall or make any necessary improvements to the outfall including, without limitation, placing the outfall in a sleeve or other adjustment as necessary. If Purchaser constructs the roadway improvements prior to Seller's construction of the WWTP and outfall, Purchaser shall provide a location for the outfall in its design plans in a location reasonably accommodating the requirements of the TPDES Permit and provide a channel or other enclosed

means for conveying WWTP discharge under the roadway complying with TCEQ requirements and Williamson County Roadway Design Manual and/or Utility Permit criteria. Seller, its successors or assigns shall provide applicable discharge facility engineering design information or specifications to Purchaser upon request in order to allow it to carry out the obligations of this paragraph. This section survives Closing.

*[signature page follows]*

**SELLER:**

**FM973 TRC 1LLC,**
**a Texas limited liability company**

By: _____ Address: 3040 POST OAK BLVD
STE. 1212, HOUSTON TX
77056

Name: HARIKUMAR RAJAI

Title: MANAGER

Date: 02/21/2024

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

SURVWEST | SURVEY, MAPPING, SUE, UC

# EXHIBIT "A-1"

23.864 Acre Tract
County of Williamson, Texas

December 12, 2023
Project No. P230157

LEGAL DESCRIPTION

A 23.864 ACRE TRACT OF LAND SITUATED IN THE H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 45.931 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022020739, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 23.864 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2-INCH IRON ROD FOUND (GRID COORDINATES N= 10165021.84 US FEET, E= 3204941.76 US FEET) ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF F.M. 973 (R.O.W. VARIES), BEING THE NORTHWEST CORNER OF CALLED 148.957 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST – DECEDENT'S TRUST B U/T/A DATED 1-4-2000 IN DOCUMENT NO. 2018022732, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE SOUTHWEST CORNER OF SAID 45.931 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET ON SAID EAST R.O.W. LINE, BEING AN ANGLE POINT IN THE WEST LINE OF SAID 148.957 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 80.550 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS BEARS SOUTH 07°23'04" WEST, A DISTANCE OF 30.00 FEET;

**THENCE**, NORTH 07°23'04" EAST, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE WEST LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, PASSING AT A DISTANCE OF 438.85 FEET, A TxDOT BRASS DISK FOUND, PASSING AT A DISTANCE OF 851.01 FEET, A 1/2-INCH IRON ROD FOUND, PASSING AT A DISTANCE OF 914.6 FEET, A 1/2-INCH IRON ROD WITH ALUMINUM CAP FOUND, PASSING AT A DISTANCE OF 940.36 FEET, A 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED 5123353394 FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 1227.63 FEET TO A 1/2-INCH IRON ROD WITH ALUMINUM CAP FOUND AT AN ANGLE POINT IN THE EAST R.O.W. LINE OF F.M. 973, BEING THE NORTHWEST CORNER OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 82°44'12" EAST, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE NORTH LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 80.00 FEET TO A 1/2-INCH IRON ROD WITH ALUMINUM CAP FOUND AT AN ANGLE POINT IN THE IRREGULAR WEST LINE OF A CALLED 70.00 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO PATRICIA A. DAFFIN IN DOCUMENT NO. 2008045907, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR AN ANGLE POINT IN THE NORTH LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 82°29'53" EAST, ALONG THE IRREGULAR WEST LINE OF SAID 70.00 ACRE TRACT, BEING THE NORTH LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 1549.46 FEET TO A 1/2-INCH IRON ROD FOUND AT AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 70.00 ACRE TRACT, FOR THE NORTHEAST CORNER OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 07°45'27" WEST, ALONG THE IRREGULAR WEST LINE OF SAID 70.00 ACRE TRACT, BEING THE EAST LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 346.44 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR AN ANGLE POINT;

**THENCE**, LEAVING THE IRREGULAR WEST LINE OF SAID 70.00 ACRE TRACT, OVER AND ACROSS SAID 45.931 ACRE TRACT, FOR THE SOUTHEAST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 82°58'33" WEST, A DISTANCE OF 222.83 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR THE POINT OF CURVATURE OF A CURVE TO THE LEFT;

2) ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET, A CENTRAL ANGLE OF 72°18'21", AN ARC LENGTH OF 1577.47 FEET AND A CHORD WHICH BEARS SOUTH 60°52'16" WEST, A DISTANCE OF 1474.85 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE NORTH LINE OF SAID 148.957 ACRE TRACT, BEING THE SOUTH LINE OF SAID 45.931 ACRE TRACT, FOR THE END OF SAID CURVE AND SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

SURVWEST | SURVEY, MAPPING, SUE, UC

**THENCE**, NORTH 82°24'59" WEST, ALONG THE NORTH LINE OF SAID 148.957 ACRE TRACT, BEING THE SOUTH LINE OF SAID 45.931 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 219.00 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 23.864 ACRES (1,039,527 SQ. FT.) OF LAND MORE OR LESS.

NOTES:

1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
3.) THIS LEGAL DESCRIPTION IS ACCOMPANIED BY A SEPARATE PLAT OF EVEN DATE.
4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED.

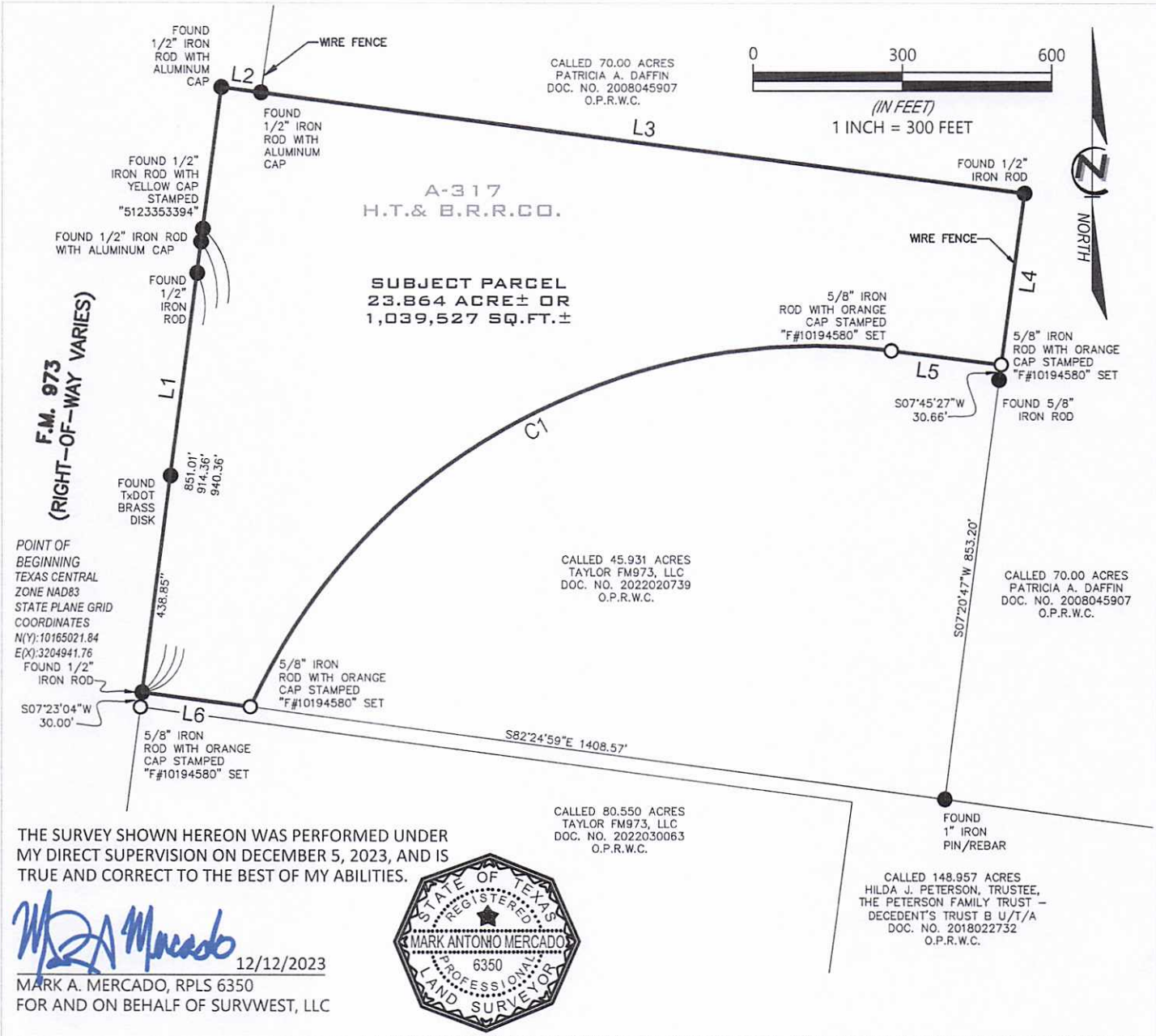
I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACCOMPANYING SURVEY PLAT OF EVEN DATE REPRESENTS THE FACTS FOUND DURING THE COURSE OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

MA Mercado

12/12/2023

Mark A. Mercado, RPLS # 6350 — Date

SurvWest, LLC
800 Paloma Drive, Suite 240
Round Rock, TX, 78665
Texas Firm Registration No. 10194580
mmercado@survwest.com




THE SURVEY SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION ON DECEMBER 5, 2023, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

STATE OF TEXAS
REGISTERED
MARK ANTONIO MERCADO
6350
PROFESSIONAL
LAND SURVEYOR

12/12/2023

MARK A. MERCADO, RPLS 6350
FOR AND ON BEHALF OF SURVWEST, LLC

| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L1 | N 07°23'04" E | 1227.63' |
| L2 | S 82°44'12" E | 80.00' |
| L3 | S 82°29'53" E | 1549.46' |
| L4 | S 07°45'27" W | 346.44' |
| L5 | N 82°58'33" W | 222.83' |
| L6 | N 82°24'59" W | 219.00' |

1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
3.) THIS PLAT IS ACCOMPANIED BY A SEPARATE LEGAL DESCRIPTION OF EVEN DATE.
4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED BY SURVWEST.

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | CENTRAL ANGLE | CHORD BEARING | CHORD DISTANCE |
| C1 | 1577.47' | 1250.00' | 72°18'21" | S60°52'16"W | 1474.85' |

| | |
|---|---|
| SURVWEST PROJECT NO. | P230157 |
| ADD'L INFO: | |
| DRAWING NAME: | WilliamsonCounty-A2_PriorityTracts_23.864Ac |
| REVISION: | REV DESC: |

SURVWEST | SURVEY•MAPPING UTILITY•SUE REAL ESTATE
720.259.9316 www.survwest.com
800 Paloma Dr, Suite 240 Round Rock, TX 78665 TX Firm No. 10194580

PLAT SHOWING 23.864 ACRE TRACT OUT OF THE H.T.& B.R.R.CO. SURVEY, ABSTRACT NO. 317, SITUATED IN WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT**

| DWN: | CHK'D | DATE: | SCALE: | SHEET NO: |
|---|---|---|---|---|
| DP | MM | 12/12/2023 | 1"=300' | 4 OF 4 |

P:_P23 PROJECTS\P230157 - LIA - WILLIAMSON COUNTY CORRIDOR A2 - WILLIAMSON COUNTY, TX\3_SURVEY\04_CAD\01_WORKING\ROW EXHIBITS\WILLIAMSONCOUNTY-A2_PRIORITYTRACTS_23.864AC.DWG MARKMERCADO

SURVWEST | SURVEY, MAPPING, SUE, UC

# EXHIBIT "A-2"

4.951 Acre Tract
County of Williamson, Texas

December 12, 2023
Project No. P230157

LEGAL DESCRIPTION

A 4.951 ACRE TRACT OF LAND SITUATED IN THE H.T. & B.R.R.CO. SURVEY, ABSTRACT NO. 317, WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 80.550 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 4.951 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN TWO (2) PARTS BY METES AND BOUNDS AS FOLLOWS:

**PART 1 – 4.102 ACRES**

**COMMENCING** AT A 1/2-INCH IRON ROD FOUND (GRID COORDINATES N= 10165021.84 US FEET, E= 3204941.76 US FEET) ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF F.M. 973 (R.O.W. VARIES), BEING THE NORTHWEST CORNER OF A CALLED 148.957 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO HILDA J. PETERSON, TRUSTEE, THE PETERSON FAMILY TRUST – DECEDENT'S TRUST B U/T/A DATED 1-4-2000 IN DOCUMENT NO. 2018022732, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE SOUTHWEST CORNER OF A CALLED 45.931 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO TAYLOR FM973 LLC IN DOCUMENT NO. 2022020739, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

**THENCE**, SOUTH 07°23'04" WEST, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, A DISTANCE OF 30.00 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET (GRID COORDINATES N= 10164992.08 US FEET, E= 3204937.90 US FEET) FOR THE **POINT OF BEGINNING** AND NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 80.550 ACRE TRACT;

**THENCE**, SOUTH 82°24'59" EAST, LEAVING THE EAST R.O.W. LINE OF F.M. 973, ALONG THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, BEING THE NORTH LINE OF SAID 80.550 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 210.06 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, FROM WHICH A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET FOR THE NORTHEAST CORNER OF SAID 80.550 ACRE TRACT, BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT BEARS, SOUTH 82°24'59" EAST, A DISTANCE OF 1234.16 FEET;

**THENCE**, LEAVING THE IRREGULAR WEST LINE OF SAID 148.957 ACRE TRACT, OVER AND ACROSS SAID 80.550 ACRE TRACT, FOR THE EAST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET, A CENTRAL ANGLE OF 15°31'36", AN ARC LENGTH OF 338.74 FEET AND A CHORD WHICH BEARS SOUTH 15°31'17" WEST, A DISTANCE OF 337.71 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET FOR THE END OF SAID NON-TANGENT CURVE;

2) SOUTH 07°45'29" WEST, A DISTANCE OF 467.44 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET FOR THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;

3) ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3190.00 FEET, A CENTRAL ANGLE OF 04°47'43", AN ARC LENGTH OF 266.98 FEET AND A CHORD WHICH BEARS SOUTH 10°09'20" WEST, A DISTANCE OF 266.90 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE NORTH LINE OF THAT CERTAIN 6.601 ACRE TRACT OF LAND TO TIMOTHY S. CARNES AND ROXANNE B. CARNES, AND DESCRIBED IN DOCUMENT NO. 2022030063, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND END OF SAID NON-TANGENT CURVE;

**THENCE**, NORTH 83°17'06" WEST, ALONG THE NORTH LINE OF SAID 6.601 ACRE TRACT, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 167.22 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE EAST R.O.W. LINE OF F.M. 973, BEING THE NORTHWEST CORNER OF SAID 6.601 ACRE TRACT, SAME BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2966.32 FEET, A CENTRAL ANGLE OF 06°50'52", AN ARC LENGTH OF 354.52 FEET AND A CHORD WHICH BEARS NORTH 10°46'02" EAST, A DISTANCE OF 354.31 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE END OF SAID NON-TANGENT CURVE

2) NORTH 07°23'04" EAST, A DISTANCE OF 717.31 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 4.102 ACRES (178,690 SQ. FT.) OF LAND MORE OR LESS.

**PART 2 – 0.849 ACRES**

**BEGINNING**, AT A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED JONES CARTER PROP CORNER FOUND (GRID COORDINATES N= 10163318.94 US FEET, E= 3204593.67 US FEET) IN THE EAST R.O.W. LINE OF F.M. 973, BEING THE SOUTHWEST CORNER OF SAID 6.601 ACRE TRACT, SAME BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, LEAVING THE EAST R.O.W. LINE OF F.M. 973, ALONG THE SOUTH LINE OF SAID 6.601 ACRE TRACT, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 86°09'35" EAST, A DISTANCE OF 57.57 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR AN ANGLE POINT;

2) NORTH 76°56'41" EAST, A DISTANCE OF 115.38 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT;

**THENCE**, LEAVING THE SOUTH LINE OF SAID 6.601 ACRE TRACT, OVER AND ACROSS SAID 80.550 ACRE TRACT, FOR THE EAST LINE OF THE HEREIN DESCRIBED TRACT, ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3190.00 FEET, A CENTRAL ANGLE OF 08°48'08", AN ARC LENGTH OF 490.07 FEET AND A CHORD WHICH BEARS SOUTH 27°37'07" WEST, A DISTANCE OF 489.59 FEET TO A 5/8-INCH IRON ROD WITH ORANGE CAP STAMPED F#10194580 SET IN THE EAST LINE OF A POSSIBLE OLD COUNTY ROAD AS INDICATED IN DOCUMENT 2012076138, OFFICIAL PUBLIC RECORDS, WILLAIMSON COUNTY, TEXAS, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, NORTH 07°17'25" EAST, ALONG THE EAST LINE OF THE SAID POSSIBLE OLD COUNTY ROAD, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 368.30 FEET TO A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED JONES CARTER PROP CORNER FOUND IN THE EAST R.O.W. LINE OF F.M. 973, BEING AN ANGLE POINT IN THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR AN ANGLE POINT;

SURVWEST | SURVEY, MAPPING, SUE, UC

**THENCE**, NORTH 15°05'09" EAST, CONTINUING ALONG THE EAST R.O.W. LINE OF F.M. 973, BEING THE IRREGULAR WEST LINE OF SAID 80.550 ACRE TRACT, FOR THE WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 39.94 FEET TO THE **POINT OF BEGINNING,** AND CONTAINING 0.849 ACRES (36,982 SQ. FT.) OF LAND MORE OR LESS.

NOTES:

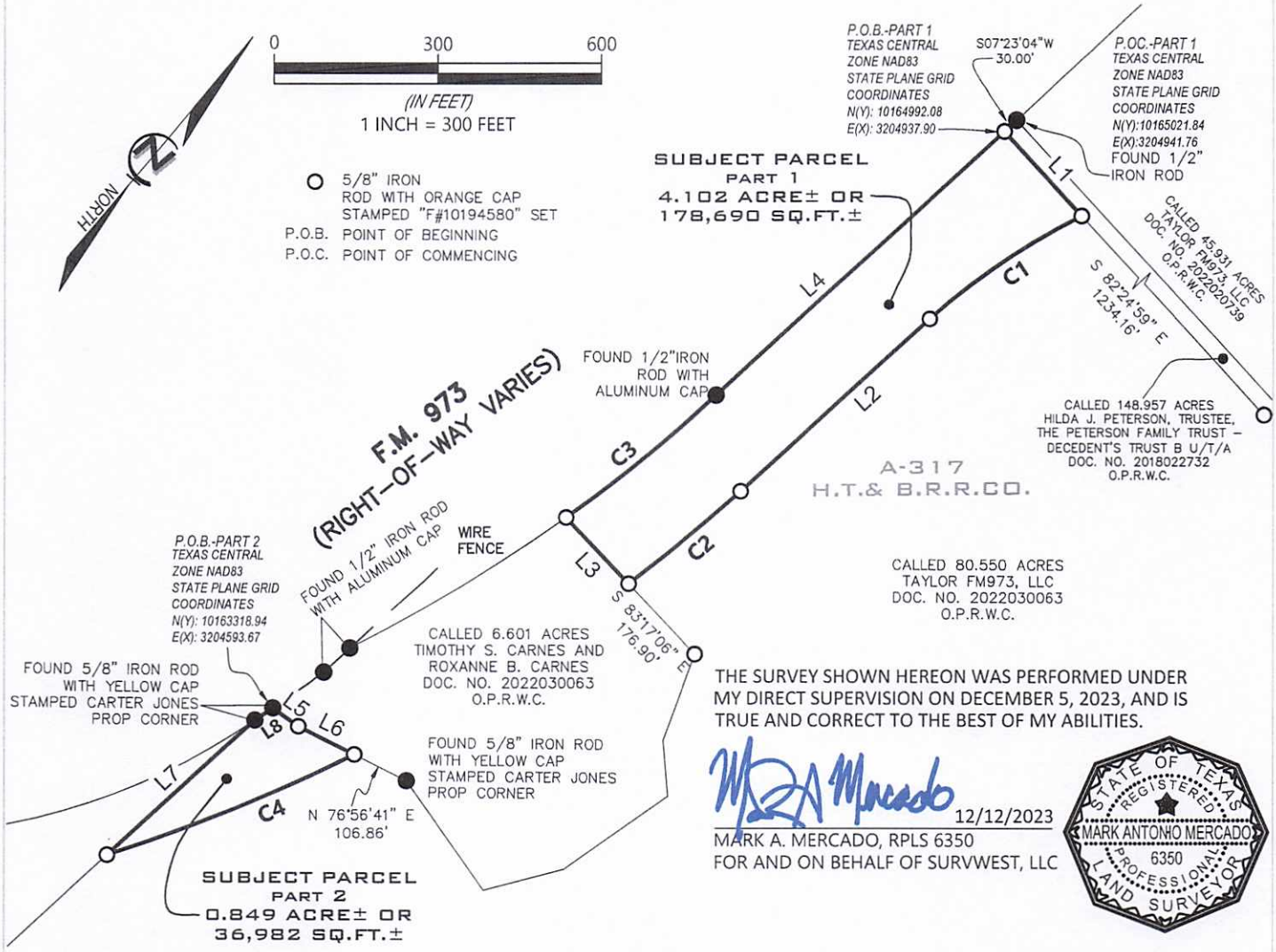
1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
3.) THIS LEGAL DESCRIPTION IS ACCOMPANIED BY A SEPARATE PLAT OF EVEN DATE.
4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED.

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACCOMPANYING SURVEY PLAT OF EVEN DATE REPRESENTS THE FACTS FOUND DURING THE COURSE OF AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

12/12/2023

Mark A. Mercado, RPLS # 6350
SurvWest, LLC
800 Paloma Drive, Suite 240
Round Rock, TX, 78665
Texas Firm Registration No. 10194580
mmercado@survwest.com

Date




THE SURVEY SHOWN HEREON WAS PERFORMED UNDER MY DIRECT SUPERVISION ON DECEMBER 5, 2023, AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITIES.

12/12/2023

MARK A. MERCADO, RPLS 6350
FOR AND ON BEHALF OF SURVWEST, LLC

STATE OF TEXAS
REGISTERED
MARK ANTONIO MERCADO
6350
PROFESSIONAL
LAND SURVEYOR

1.) DISTANCES ARE IN U.S. SURVEY FEET AND ARE DISPLAYED IN SURFACE VALUES USING A COMBINED AVERAGE SCALE FACTOR OF 1.000108 GENERATED FROM NATIONAL GEODETIC SURVEY (NGS) ONLINE POSITIONING USER SYSTEM (OPUS) SOLUTIONS.
2.) BASIS OF BEARING IS BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, CENTRAL ZONE, (4203). COORDINATES SHOWN HEREON ARE GRID.
3.) THIS PLAT IS ACCOMPANIED BY A SEPARATE LEGAL DESCRIPTION OF EVEN DATE.
4.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO RESEARCH INTO EASEMENTS/ENCUMBRANCES WAS PERFORMED BY SURVWEST.

| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L1 | S 82°24'59" E | 210.06' |
| L2 | S 07°45'29" W | 467.44' |
| L3 | N 83°17'06" W | 167.22' |
| L4 | N 07°23'04" E | 717.31' |
| L5 | N 86°09'35" E | 57.57' |
| L6 | N 76°56'41" E | 115.38' |
| L7 | N 07°17'25" E | 368.30' |
| L8 | N 15°05'09" E | 39.94' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
| C1 | 338.74 | 1250.00 | 15°31'36" | S15° 31' 17"W | 337.71 |
| C2 | 266.98 | 3190.00 | 4°47'43" | S10° 09' 20"W | 266.90 |
| C3 | 354.52 | 2966.32 | 6°50'52" | N10° 46' 02"E | 354.31 |
| C4 | 490.07 | 3190.00 | 8°48'08" | S27° 37' 07"W | 489.59 |

| | |
|---|---|
| SURVWEST PROJECT NO. | P230157 |
| ADD'L INFO: | |
| DRAWING NAME: | MERCADO SIG |
| REVISION: | REV DESC: |

SURVWEST | SURVEY•MAPPING UTILITY•GIS REAL ESTATE
720.259.9316
www.survwest.com
800 Paloma Dr, Suite 240
Round Rock, TX 78665
TX Firm No. 10194580

PLAT SHOWING 4.951 ACRE TRACT OUT OF THE H.T.& B.R.R.CO. SURVEY, ABSTRACT NO. 317, SITUATED IN WILLIAMSON COUNTY, TEXAS

TITLE: **PROPOSED RIGHT-OF-WAY ACQUISITION EXHIBIT**

| DWN: | CHK'D | DATE: | SCALE: | SHEET NO: |
|---|---|---|---|---|
| DP | MM | 12/12/2023 | 1"=300' | 5 OF 5 |

C:\USERS\MARK\MERCADO\DESKTOP\MM\SIGNATURE_SEAL\MERCADO SIG.DWG MARK\MERCADO

# EXHIBIT "B"

**DEED**
Corridor A-2 Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **TAYLOR FM973 LLC, a Texas limited liability company,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 23.864 acre (1,039,527 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A-1" attached hereto; and

All of that certain 4.951 acre (215,672 square foot) tract of land out of and situated in the H.T. and B.R.R.CO. Survey, Abstract No. 317, Williamson County, Texas; said tract being more fully described by metes and bounds as Exhibit "A-2" attached hereto.

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibits "A & B" to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the proposed roadway facility project and related appurtenances.

**TO HAVE AND TO HOLD** the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2024.

*[signature page follows]*

**GRANTOR:**

**TAYLOR FM973 LLC, a Texas limited liability company**

By: _____

Name: DHARMARAJAH HARIKUMAR RAJAH

Title: MANAGER

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on this the 21st day of February, 2024 by Dharmarajah Rajah in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

SABRINA ONEAL-STRANG
My Notary ID # 129882830
Expires October 4, 2026

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session** **68.**

**Meeting Date:** 02/27/2024

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**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:08 AM |
| Form Started By: Charlie Crossfield | | Started On: 02/21/2024 02:08 PM |
| Final Approval Date: 02/22/2024 | | |

**Commissioners Court - Regular Session** **69.**

**Meeting Date:** 02/27/2024

Economic Development

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

## Information

**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

a) Project World
b) Project Mellencamp
c) Project Corgi
d) Project Anniversary
e) Project Glee
f) Project Skyfall
g) Project Stamper
h) Project Soul Train
i) Project Dragon
j) Project Scrabble
k) Project School Bus

**Background**

## Fiscal Impact

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

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Becky Pruitt | 02/22/2024 11:25 AM |
| Form Started By: Charlie Crossfield | | Started On: 02/21/2024 02:09 PM |
| Final Approval Date: 02/22/2024 | | |