

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONERS COURT**  
**March 26, 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 – 14 )

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

**Fiscal Impact**

From/To	Acct No.	Description	Amount
From	0100.0503.004510	Facility Repairs	\$24,000.00
To	0100.0503.004509	Facility Enhancements	\$24,000.00

4. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.
  
5. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Fleet Vehicles Fiscal Year 2024-2025 for various Williamson County Departments under IFB #24IFB47.
  
6. Discuss, consider and take appropriate action on Phase III Multifunction Device Offering and Pricing (Copy/Print/Scan) through Sharp Electronics Corporation pursuant to contract RFP #22RFP85 for Managed Print and Copier Services previously awarded on 6/21/2022.

7. Discuss, consider and take appropriate action on adopting a resolution supporting the application for Homeland Security Grant Program (HSGP), 2025 Urban Area Security Initiative – Regular Projects (UASI-R) for the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project. The (HSGP), (UASI-R) grant application number is 4893402.
8. Discuss, consider, and take appropriate action on approving the delivery and installation of Replacements Shade Tops to Champion Park, in the amount of \$12,645.00 and authorize execution of the Service Contract with ShadePro, LLC.
9. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Jail Pharmaceuticals for the County Jail, under #24RFP27.
10. Discuss, consider, and take appropriate action on approving the Service Contract, #2024164, with Facilities Resources, Inc., relating to furniture and installation for the Jail Magistrate for Facilities Management in the amount of \$38,518.91 pursuant to Cooperative Contract #Omnia National-R191804, and authorize execution of the agreement.
11. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000.00 to expire March 31, 2026 under Williamson County Contract for Engineering Services between K Friese and Associates, LLC and Williamson County dated March 5, 2024 for On Call Development Services Assistance. Funding source: 01.0200.0210.004100.
12. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between Seiler Lankes Group, LLC and Williamson County dated October 11, 2022 for CR 255 and CR 289 Plans, Specifications and Estimates (PS&E). This supplemental is to extend the expiration date to December 31, 2024 and increase the maximum amount payable to \$660,319.00. Funding source: P546.
13. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch Phase 7B subdivision (revision 1) – Precincts 2 & 3.
14. Discuss, consider and take appropriate action on approval of the replat of Lots 1-11 Block H and Lots 1, 2, & 13 Block W of the Saddleback at Santa Rita Ranch Phase 1 Section 2A subdivision – Precinct 2.

## **REGULAR AGENDA**

15. Discuss and take appropriate action on the distribution of funds for the Hutto Education Foundation
16. Discuss, consider and take appropriate action on the appointment of Bob McBride, Jr. to Place #2 on the Emergency Services District (ESD) #12 Board of Directors, filling a vacant two-year term, effective immediately and ending on December 31, 2025.
17. Conduct a public hearing relating to a request from Animal Services to add additional funding for the position of Veterinarian.
18. Discuss, consider and take appropriate action on additional funding for PCN1886, Veterinarian.

19. Discuss, consider and take appropriate action on a line item transfer from Animal Services.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0546.0546.004100	Professional Services	\$17,318.00
To	0545.0545.001100	FT Salaries	\$14,000.00
To	0545.0545.002010	FICA	\$1071.00
To	0545.0545.002020	Retirement	\$2,247.00

20. Discuss, consider and take appropriate action on a career ladder for the Purchasing Department.
21. Discuss, consider and take appropriate action on an appointment to the Civil Service Commission.
22. Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in legal matters relating to Municipal Utility Districts and Water Quality in Williamson County, Texas, to include but not be limited to representing Williamson County before the TCEQ; 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 authorizing the Williamson County Sheriff's Office to apply for funding through the Urban Area Security Initiative Federal Fiscal Year 2024-Regular Projects (UASI-R) grant.
24. Discuss, consider, and take appropriate action on approving the purchase between Williamson County and Dana Safety Supply, Inc. for the amount of \$24,563.28 pursuant to TIPS contract #210102, and authorizing the execution of the Purchase.
25. Discuss, consider, and take appropriate action on approving the purchase between Williamson County and Dana Safety Supply, Inc. for the amount of \$24,563.28 pursuant to TIPS contract #210102, and authorizing the execution of the purchase.
26. Discuss, consider, and take appropriate action regarding Change Order #2 in the amount of \$40,766.21 between Williamson County and Falkenberg Construction Co., Inc. relating to the Jail North Facade Make Safe. Funding Source: 01.0100.1008.004509.
27. Discuss, consider, and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) with awarded RFP #22RFP148 Construction Manager at Risk (CMAR) New Headquarters Building, Chasco Contractors, Ltd. L.L.P. Inc, in the amount of Seven Million Fifty-five Thousand Seven Hundred Fourteen Dollars (\$7,055,714.00) and authorize the execution of the GMP between Williamson County and Chasco Constructors, Ltd. LPP. Inc. The funding source is P577.

- 28.** Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of \$229,961.06 under Williamson County Contract for Engineering Services between Gray Engineering, Inc. and Williamson County dated May 31, 2022 for Drainage Improvements on CR 126, CR 347, CR 348, CR 365, CR 408, CR 411, CR 431. Funding source: 01.0200.0210.004100.
- 29.** Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between Seiler Lankes Group and Williamson County dated October 11, 2022 for CR 255 & CR 289 from CR 254 to Ronald Reagan Boulevard. Funding source: P546.
- 30.** Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Gray Engineering, Inc. and Williamson County dated May 31, 2022 for Small Drainage and Small Roadway Projects.
- 31.** Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the Ronald Reagan Corridor Segment A contract between Williamson County and LJA Associates, Inc. relating to the LRTP Corridor Program. Project: P457 Fund Source: LRTP Corridor
- 32.** Discuss, consider and take appropriate action on Contract Amendment No. 2 to the CR 314 and CR 332 Realignment design contract between Williamson County and Seiler Lankes Group, LLC relating to the 2019 Road Bond Program. Project: P364 Fund Source: Road Bonds
- 33.** Discuss, consider, and take appropriate action on approving a LTP transfer to close P461 (Corridor F) and move the remaining funds of \$150,699.32 to P388 (SH 195 to IH 35).
- 34.** Discuss, consider, and take appropriate action on approving a 2019 Road Bond Transfer to move \$200,000 from P399 (2019 Road Bond Non-Departmental) to P382 (Atlas 14 Mapping).
- 35.** Discuss, consider and take appropriate action on a real estate contract with Highpointe Estate, Inc. for 0.71 AC needed as right of way and 0.56 AC needed as a waterline easement for the Ronald Reagan Widening project. Funding Source: Road Bonds P336
- 36.** Discuss, consider and take appropriate action on a real estate contract with Hollingshead Materials, LLC for 0.374 (tract one) acres of ROW needed and 0.116 (tract two) needed for an electric easement on Hero Way. (Parcel 307 and 307E) Funding Source: Road Bonds P326
- 37.** Discuss, consider and take appropriate action on a letter agreement with Ray W. Walker for 0.0368 acres needed for an electric easement on County Road 314. (Parcel 8E) Funding Source: Road Bonds P364
- 38.** Discuss, consider and take appropriate action on a real estate contract with Marcelo Vera for 1.891 acres of ROW needed on County Road 255 and for 0.0153 acres of ROW needed for Ronald Reagan Segment C. Funding Source: TANS P588
- 39.** Discuss, consider and take appropriate action on an Acknowledgment and Release of Temporary Construction Easement with Karen E. Wheeler dated November 01, 2015 related to culvert improvements to CR 240.

40. Discuss, consider and take appropriate action on a Rule 11 Condemnation Agreement with Justin D. Akre and Keisha R. Akre for 0.262 acres of ROW needed on County Road 255. (Parcel 39)  
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)."***

41. 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

42. 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 Mellencamp
- b) Project Glee
- c) Project Skyfall
- d) Project Stamper
- e) Project Soul Train
- f) Project Dragon
- g) Project School Bus

43. 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 395<sup>th</sup> 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 395<sup>th</sup> 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.

44. 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).
45. 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).
46. 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)

47. Discuss and take appropriate action concerning economic development.
48. Discuss and take appropriate action concerning real estate.

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

**a. General:**

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

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5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
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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
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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 395<sup>th</sup> 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.

**50.** 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.

**51.** Comments from Commissioners.

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

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Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 22nd day of March 2024 at 3:00 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:** 03/26/2024

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

**Background**

Transfer is needed because equipment shortages and delays caused a project to span fiscal years.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0100.0503.004510	Facility Repairs	\$24,000.00
To	0100.0503.004509	Facility Enhancements	\$24,000.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Tammy McCulley

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

03/21/2024 09:56 AM

03/21/2024 10:34 AM

Started On: 03/20/2024 08:22 AM

**Commissioners Court - Regular Session**

4.

**Meeting Date:** 03/26/2024

Compensation Items

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

**Department:** Human Resources

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

See attached documentation for details.

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**Fiscal Impact**

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

Merit Report

Merit LIT

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**Form Review**

**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 03/21/2024

**Reviewed By**

Laura Cervantes

Becky Pruitt

**Date**

03/21/2024 08:29 AM

03/21/2024 09:54 AM

Started On: 03/21/2024 08:21 AM

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit %	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
COMM COURT - GRANTS	CCG CA Attorney I.2006.001100.	16784	\$69,505.28	\$2,780.18	4.00	\$72,285.46	-	MERIT	29-Mar-24
COMM COURT - GRANTS	CCG CA Attorney I.2008.001100.	16803	\$69,505.28	\$2,780.18	4.00	\$72,285.46	-	MERIT	29-Mar-24
COMM COURT - GRANTS	CCG CA Attorney I.2007.001100.	16695	\$69,505.28	\$2,780.18	4.00	\$72,285.46	-	MERIT	29-Mar-24
Emergency Medical Services	EMS Paramedic.0875.001100.	16387	\$44,488.81	\$1,779.54	4.00	\$46,268.35	-	MERIT	29-Mar-24
Facilities Management	Access Control Tech II.0232.001100.	16753	\$51,162.13	\$2,302.29	4.50	\$53,464.42	-	MERIT	29-Mar-24
Justice of the Peace 3	Court Clerk I.0094.001100.	16729	\$38,000.00	\$759.99	2.00	\$38,759.99	-	MERIT	29-Mar-24
Justice of the Peace 3	Court Clerk II.0997.001100.	16448	\$40,000.00	\$1,000.00	2.50	\$41,000.00	-	MERIT	29-Mar-24
Justice of the Peace 3	Court Clerk I.0091.001100.	16728	\$38,000.00	\$759.99	2.00	\$38,759.99	-	MERIT	29-Mar-24
Justice of the Peace 3	Court Clerk I.1001.001100.	16664	\$37,440.00	\$936.00	2.50	\$38,376.00	-	MERIT	29-Mar-24
On-Site Sewage Facilities	Sanitarian II.1824.001100.	14523	\$59,912.17	\$1,797.37	3.00	\$61,709.54	-	MERIT	5-Jul-24
County Auditor	First Assistant Auditor.0641.001100.	10279	\$122,439.98	\$2,448.68	2.00	\$124,888.66	-	MERIT	29-Mar-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0540	001100	1,779.54	
01	0100	0540	002010	136.13	
01	0100	0540	002020	285.62	
01	0100	8004	001130		1,779.54
01	0100	8004	002010		136.13
01	0100	8004	002020		285.62
01	0100	0509	001100	2,302.29	
01	0100	0509	001130		2,302.29
01	0100	0453	001100	3,455.98	
01	0100	0453	001130		3,455.98
01	0100	0661	001100	1,797.37	
01	0100	0661	002010	137.50	
01	0100	0661	002020	288.48	
01	0100	8006	001130		1,797.37
01	0100	8006	002010		137.50
01	0100	8006	002020		288.48
01	0100	0495	001100	2,448.68	
01	0100	0495	001130		2,448.68

**Commissioners Court - Regular Session**

**5.**

**Meeting Date:** 03/26/2024

Authorize Issuing Advertisement for IFB #24IFB47 Fleet Vehicles Fiscal Year 2024-2025 - Countywide Departments

**Submitted For:** Joy Simonton

**Submitted By:** Joy Simonton, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Fleet Vehicles Fiscal Year 2024-2025 for various Williamson County Departments under IFB #24IFB47.

**Background**

Williamson County seeks to purchase new and replacement fleet vehicles in the Fiscal Year 2024-2025. To enhance our acquisition strategy, Williamson County seeks to take part in the Order Bank Cycle for fleet vehicles that opens in advance of the County’s October 1st budget cycle. Fleet dealerships require a Non-binding Letter of Intent (LOI) to secure inventory from the Order Banks.

Anticipated purchases include Law Enforcement Chevy Tahoes, pick-up trucks and other vehicles. As pricing for the 2025 models is unknown, the solicitation award will be based on dealer's percentage of mark-up over manufacturer invoice for the pick-up trucks and other vehicles. This will award a one-year plus two, one-year renewals.

The Letters of Intent will route back through Commissioner’s Court for approval and will require the Judge’s signature. Funding Source: Various departmental funding sources as approved for the Fiscal Year 2024-2025. Department Contacts: Joy Simonton and Kevin Teller.

**Fiscal Impact**

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

*No file(s) attached.*

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Joy Simonton  
Final Approval Date: 03/21/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

03/20/2024 01:36 PM  
03/21/2024 10:12 AM  
Started On: 03/06/2024 01:29 PM

**Commissioners Court - Regular Session**

**6.**

**Meeting Date:** 03/26/2024

Approval of SHARP Phase III FY 25 Multifunction Device Offering for Information Systems

**Submitted For:** Joy Simonton

**Submitted By:** Joy Simonton, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Phase III Multifunction Device Offering and Pricing (Copy/Print/Scan) through Sharp Electronics Corporation pursuant to contract RFP #22RFP85 for Managed Print and Copier Services previously awarded on 6/21/2022.

**Background**

Commissioner’s Court awarded RFP#22RFP85 for Managed Print and Copier Services to Sharp Electronics Corporation on 6/21/22. The SHARP Phase III device offering, recommended and approved by IT Systems, is attached for review and approval. The offering now allows for a desktop printer. Pricing for the multifunction devices remains the same for FY 25. Phase III will be brought to the Commissioner’s Court in subsequent documentation after the budget is approved. The Department points of contact are Joy Simonton and Richard Semple.

**Fiscal Impact**

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

SHARP Phase III Devices and Pricing  
Multifunction Device Consolidation Schedule

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Joy Simonton  
Final Approval Date: 03/21/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

03/20/2024 01:38 PM  
03/21/2024 10:13 AM  
Started On: 03/06/2024 03:23 PM

## Williamson Countywide Device Options 60-Month Lease

Lease term may be extended through 2029 to complete consolidation project.



**BP-70C31                      \$135.33/Month      60 Months**

- Floor model – copy/print/scan
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14; 11x17
- No tray change required for paper sizes
- Hole Punch
- Print Speed: 31 Pages Per Minute; Time to first page: 5.6 Seconds



**BP-70C65                      \$182.94/Month      60 Months**

- Floor model – copy/print/scan
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14; 11x17
- No tray change required for paper sizes
- Hole Punch
- Print Speed: 65 Pages Per Minute; Time to first page: 3.7 Seconds



**MX-C528F                      \$105.92/Month      60 Months**

- Desktop Model – copy/print/scan
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14
- No tray change required for paper sizes
- Print Speed: 52 Pages Per Minute; Time to first page: 6.5 Seconds

**Desktop model. Stand not included.**



**MX-C528P – Laser Printer      \$70.95/Month      60 Months**

- Desktop Model – LASER PRINTER ONLY
- Unlimited Color and B&W Outputs Included
- Auto Shipped Toner Included
- All SHARP Service and Maintenance Included
- Paper Sizes: 8.5 x 11; 8.5 x 14
- No tray change required for paper sizes
- Print Speed: 52 Pages Per Minute; Time to first page: 6.5 Seconds

**Desktop model. Stand not included.**

MULTIFUNCTION DEVICES – COPY/PRINT/SCAN

PRINTER ONLY

Williamson County Coterminous Lease Schedule SHARP

Sharp recommends using all 60 month leases with 1 year extensions for lowest payment and coterminous end date of 2029

		2023	2024	2025	2026	2027	2028	2029
First PO - PHASE I	Jan-23	yr 1	yr 2	yr 3	yr 4	yr 5	1 yr ext	1 yr ext
Second PO - PHASE I and II	Jan-24		yr 1	yr 2	yr 3	yr 4	yr 5	1 yr ext
Third PO - PHASE I, II and III	Jan-25			yr 1	yr 2	yr 3	yr 4	yr 5
Fourth PO - PHASE I, II, III and IV	Jan-26				yr 1	yr 2	yr 3	yr 4
Fifth PO - PHASE I, II, III, IV and V	Jan-27					yr 1	yr 2	yr 3

FY 25 Fair Market Value Monthly Lease Options PLUS CONSUMABLES \$48/MONTH

Issue solicitation for countywide device fleet for 2030 delivery.

Models	<u>PHASE I, II &amp; III</u> 60 Payment	<u>PHASE IV</u> 48 FMV Payment	<u>PHASE V</u> 36 FMV Payment
BP70C31	\$ 135.33	\$ 150.54	\$ 176.12
BP-70C65	\$ 182.94	\$ 206.45	\$ 245.97
MX-C528F	\$ 105.92	\$ 116.01	\$ 132.98
MX-C528P	\$ 70.95	\$ 74.94	

2022-2023	Year 1	Phase I	84 months
2023-2024	Year 2	Phase II	72 months
2024-2025	Year 3	Phase III	60 months
2025-2026	Year 4	Phase IV	48 months
2026-2027	Year 5	Phase V	36 months
2027-2028	Leases continue		
2028-2029	<b>Leases continue and we re-bid in 2029 for 2030 delivery of new countywide fleet</b>		

**Commissioners Court - Regular Session**

7.

**Meeting Date:** 03/26/2024

2025 Hazmat Monitor/Suit/SCBA Maintenance Homeland Security Grant Program, Urban Area Security Initiative

**Submitted For:** Hank Jones

**Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat

**Department:** Fire Marshal Spec Ops-Hazmat

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on adopting a resolution supporting the application for Homeland Security Grant Program (HSGP), 2025 Urban Area Security Initiative – Regular Projects (UASI-R) for the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project. The (HSGP), (UASI-R) grant application number is 4893402.

**Background**

This project has been submitted annually to the Capitol Area Council of Governments Homeland Security Task Force for funding consideration. Due to changes with Homeland Security Grant Program Regular Project funding, Williamson County is submitting an application for Homeland Security Grant Program (HSGP), 2025 Urban Area Security Initiative - Regular Projects (UASI-R) for funding consideration to maintain, repair and calibrate hazmat monitoring equipment, suits and SCBA equipment used by the Williamson County Hazmat and Regional Response Teams. The maintenance of monitoring equipment is a priority at the State and regional level.

**Fiscal Impact**

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

- 2025 Monitor Maintenance Resolution
- Internal Grant Application
- Monitor Maintenance Service Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.  
 Form Started By: Hank Jones  
 Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 09:55 AM  
 Started On: 03/20/2024 10:29 AM

**IN THE COMMISSIONERS' COURT  
OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP), 2024 Urban Area Security Initiative – Regular Projects (UASI-R) for the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project. The (HSGP), (UASI-R) grant application number is 4893402.

**WHEREAS**, The Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Hazmat Monitor/Suit/SCBA Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP), 2024 Urban Area Security Initiative – Regular Projects (UASI-R); and

**WHEREAS**, The Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP), 2024 Urban Area Security Initiative – Regular Projects (UASI-R) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP), 2024 Urban Area Security Initiative – Regular Projects (UASI-R) in full; and

**WHEREAS**, The Williamson County Commissioners' Court designates the Honorable Bill Gravel Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW, THEREFORE, BE IT RESOLVED** that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP), 2024 Urban Area Security Initiative – Regular Projects (UASI-R) for the Williamson County Hazmat Monitor/Suit/SCBA Maintenance Project.

Adopted this 26th day of March 2024.

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Bill Gravel Jr.  
Williamson County Judge

Grant Title/Project Name:	Hazmat Monitor/Suit/SCBA Maintenance
Department:	542-Fire Marshal Special Operations
Requestor:	David Cella
Contact Email:	david.cella@wilco.org
Contact Phone Number:	512-943-3698
Start Date:	10/1/2024
End Date:	9/30/2025
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	This is a Homeland Security, Urban Area Security Initiative (UASI) Grant for a one-year service agreement for providing monitor maintenance to calibrate & maintain all the hazmat metering/monitoring equipment. It will also provide funding for Level A vapor protective suit annual testing and Self-Contained Breathing Apparatus (SCBA) annual flow testing for the Williamson County Hazardous Materials Response Team.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	\$79,000.00
Please provide a breakdown of the total cost above.	<p>This grant will provide funding for a monitor maintenance contract that will cover all of the hazmat detection monitors listed in the maintenance contract and provides the following: (Please see the attached contract for more information)</p> <ul style="list-style-type: none"> <li>- 90-day on-site service and calibration</li> <li>-Event monitoring support, as needed</li> <li>-24/7 live support with a RAE certified technician and certified hazmat technician</li> </ul> <p>Provide funding for a local vendor to perform annual flow testing for all the SCBAs that the Hazardous Materials Response Team utilizes and funding for the same vendor to perform annual suit testing on all Level A vapor protective suits that the Hazardous Materials Response Team currently has in operation. (Please see attached memo for further details)</p>
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	

What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	

List other similar items in the County and/or region and if they are available for use?	None
How is this item request different from any similar assets currently in the County and/or region?	This will help ensure that the Williamson County Hazardous Material Response Team has well maintained and correctly calibrated/tested equipment ready for service in the event of a hazardous materials incident.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	The contract provides the calibration gas, equipment, and certified technicians to perform routine calibrations and repairs to our monitoring/testing equipment.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	This will remove the liability from the county by having a third-party company maintain and repair all the specialized equipment.
Where will the item be stored?	N/A
What is the useful life of the item?	1 Year
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	The grant funds will fund a contract that provides the maintenance. No further maintenance beyond that is required.
How will this item be funded when the grant ends?	Our department will continue to apply for Homeland Security Grant funds to assist with offsetting the cost of the annual operational expenses.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	None
If yes, what is the estimate of that license fee?	

If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	
Is this a new program to your department/office?	No
Please provide data points to be collected to show program success	
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	<p>Historically we have utilized this grant to fund a third-party vendor to provide meter calibrations every 90-days as per the manufacturer's recommendations. Quarterly audits are performed to ensure that the vendor is performing the services and complying with the service contract. The vendor produces the testing results for each monitor after every calibration in writing for our records.</p> <p>Last year's grant we added the activity to fund a third-party vendor to annually pressure test all the County's level A vapor protective suits as per the manufacturer's recommendations, NFPA 1991 recommendations, and OSHA 29 CFR 1926.65(g) recommendations. This service is performed once during the grant cycle. The vendor produces the testing results in writing for our records. This vendor also flow-tests the hazmat team's SCBAs annually as per the manufacturer's recommendations, NFPA 1852 recommendations, and OSHA 29 CFR 1910.134(h) recommendations. This service is also performed once during the grant cycle. The vendor produces the testing results in writing for our records.</p>
ID	124
Version	3.0
Attachments	True
Created	3/14/2024 4:11 PM
Created By	David Cella
Modified	3/14/2024 4:15 PM
Modified By	David Cella



**FARRWEST**

## **Multi-Year Equipment Calibration & Maintenance Program**

This equipment calibration and maintenance program is made according to the following terms between Williamson County and FarrWest Environmental Supply, Inc (Farrwest). The following outlines the equipment and services contemplated under this agreement by FarrWest in addition to the responsibilities assigned to Williamson County. This program will begin on **October 1<sup>st</sup>, 2023**, and be current for no less than 12 months, with 3 renewal options.

### **Maintained Equipment**

Equipment owned and operated by Williamson County, calibrated and maintained by Farrwest.

- 4 x RAE Systems AreaRAE Pro Monitors (Sensors 10.6eV PPB PID, CO, H2S, LEL, O2, Gamma)
- 5 x RAE Systems AreaRAE Plus Monitors (Sensors 10.6eV PID, CO, H2S, LEL, O2)
- 1 x RAE Systems QRAE 3 monitor (Sensors CO, H2S, LEL O2)- Health Department,
- 1 x RAE Systems QRAE 3 monitor (Sensors CO, HCN, LEL O2)
- 1 x RAE Systems MultiRAE Lite monitors (Sensors LR PID, CO, H2S, LEL O2, HCN), pumped
- 2 x RAE Systems MultiRAE Lite monitors (Sensors LR PID, CO, H2S, LEL O2, CL2), pumped
- 3 x RAE Systems MultiRAE monitors (Sensors HR PID, CO, H2S, LEL O2), pumped
- 2 x RAE Systems MultiRAE monitors (Sensors HR PID, CO, H2S, LEL O2, CL2), pumped
- 1 x RAE Systems GammaRAE radiation detector dosimeter
- 4 x RAE Systems MiniRAE 3000 PID monitors (Sensors HR PID 10.6eV)
- 5 x RAE Systems RAE Link 3 wireless modems
- 2 x RAE Systems SensorRAE stations (Sensors Cl2, HCN)
- 5 x RAE Systems AutoRAE 2 Calibration Stations and Cradles
- 1 x Smiths Detection RadSeeker Isotope Identifier (verification only)
- 1 x Smiths Detection Hazmat ID Elite (full Warranty and ReachBack)
- 2 x Ludlum Measurements 2241-3RK radiation detectors
- 1 x Ludlum Measurements 26-1 Pancake radiation detector
- 16 x Thermo Scientific RadEye GF-EX (annual factory calibration)
- 4 x Thermo Scientific RadEye SPRD (annual factory calibration)
- 4 x Sensit Gold gas leak detectors (Sensors PPM LEL, O2)
- 1 x Rigaku Prgogeny RESQ (Verification, and full Warranty/Reachback)
- 1 x Redwave ThreatID GLS (verification, and Warranty/Reachback)
- 1 x RedWave Gas Cell

**Calibration-Only Equipment**

Equipment whose repair cannot be guaranteed due to unreliable supply of repair parts.

- 3 x ATI PortaSens II (Sensors F2)

**Supplied Consumables**

- Paper consumables per Williamson County Trailers specified below:

Consumables	Amount Supplied
pH paper	1 per year, per Trailer
Ki paper	1 per year, per Trailer
F paper	1 per year, per Trailer
M8 paper	1 per year, per Trailer
M9 paper	1 per year, per Trailer
Spillfighter	1 per year, per Trailer
Bio 2020	6 per year
Golfballs	5 per year
Footballs	5 per year

- Calibration/ Bump test gas for each sensor type, amount specified below:

Calibration Gas Type	Amount Supplied	Equipment Used
66L 4-Gas Mix	5 per year	AreaRAE Series, MultiRAE Series, QRAE III, Sensit Gold
66L Isobutylene 10 ppm	2 per year	AreaRAE Series
66L Isobutylene 100 ppm	2 per year	AreaRAE Series, MultiRAE Series
66L Hydrogen Cyanide 10 ppm	2 per year	QRAE III, MultiRAE Series
66L Chlorine 10 ppm	4 per year	AreaRAE Series, MultiRAE Series

**Supplied Program Services**

- 90 Day On-Site Service and Calibration
- Event Monitoring Support, as needed
- Annual Gas monitoring and equipment training class
- 24/7 Live support with RAE Certified Technician and Certified Hazmat Technician
- Loaner Equipment provided for down equipment
- 2-Day sampling classes upon request

**Performance Standards**

- Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.
- FarrWest will perform repairs for damage or failure occurring during *normal usage of equipment*. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site,

- but occasionally Farrwest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired.
- (c) FarrWest will be responsible for any and all sensor replacement, should a sensor fail to calibrate, **including** exotic sensors (ie. HCN or any sensor that doesn't have a 2 year warranty) except where otherwise noted.
  - (d) Instruments marked *Verification-only* will be maintained to their manufacturers specifications, usually a yearly calibration or optimization. These instruments will also receive an operational test during the normal service cycle. **For any repairs on verification-only equipment in excess of \$300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.**
  - (e) All radiation equipment that requires calibration will be sent to a 3<sup>rd</sup> party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. **For any repairs on radiation equipment in excess of \$300, an estimate will be submitted to FarrWest's POC and will be invoiced separately pending approval.**
  - (f) All chemical and biological equipment (Smiths Detection) will be verified to proper working order during scheduled maintenance visits. **For any repairs on chemical and biological equipment in excess of \$300, an estimate will be submitted to Williamson County and will be invoiced separately pending approval.**
  - (g) Due to cost and technology involved, FarrWest will not be responsible for the repair or maintenance of weather related modules or attachments bundled with gas detection, radiation, chemical and biological, or any other equipment. This includes, but is not limited to RAEMet Sensors. **For any repairs on weather stations, sensors, modules or other weather sensing/reporting equipment an estimate will be submitted to Williamson County and will be invoiced separately pending approval.**
  - (h) Instruments labeled by the manufacturer as "discontinued" or having reached "end of life" cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as "calibration-only". Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.
  - (i) All supplied equipment (Farrwest owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (Williamson County owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e. chargers, charging cradles, protective boots, etc) will be provided, up to 3% of the yearly cost of contract per instrument, per year. The cost for replacement accessories beyond this dollar amount will be the responsibility of Williamson County and will be invoiced separately.

#### **Program Updates or Alterations**

- (a) Sensor-type changes (i.e.. replacing a Hydrogen Sulfide (H<sub>2</sub>S) sensor with a Ammonia (NH<sub>3</sub>) sensor) can be done at the request of Williamson County on supported equipment, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.
- (b) If *additional* equipment is added to this program during the course of the contract, the contract will be amended for the cost of maintaining the new equipment. The maintenance pricing of additional equipment will be charged in accordance with current contract pricing and will be prorated for the remainder of the contract. Any other associated costs with the

equipment upgrade such as additional calibration gases or consumables will be the responsibility of Williamson County.

**Documentation and Support**

- (a) FarrWest will maintain all service records and provide a copy of those records to Williamson County. Farrwest will also provide a login to the Farrwest customer portal in order to obtain copies of calibration and repair documents.
- (b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only equipment will only receive a loaner after a repair invoice has been approved. Due to variety of equipment, exact loaner types may vary, below is the expected loaner type for each type of equipment:

Williamson County Instrument	FarrWest Loaner
AreaRAE Pro, AreaRAE Plus	RAE Systems AreaRAE Series
QRAE III	RAE Systems QRAE III
MultiRAE Lite, MultiRAE	RAE Systems MultiRAE Series
MiniRAE 3000	RAE Systems MiniRAE Series
RAE Link III	RAE Systems RAE Link III
GammaRAE	No Loaner Available
SensorRAE	No Loaner Available
AutoRAE 2 Controllers, Cradles	RAE Systems AutoRAE 2 Controller/Cradle
Gold	Sensit Technologies Gold Series
RadSeeker	Smiths Detection RadSeeker
HazMatID Elite	Smiths Detection HazMatID Elite
RESQ	Rigaku RESQ
2241-3RK	Ludlum 2241-3RK or 14C-3RK
26-1	Ludlum 2241-3RK or 14C-3RK
ThreatID GLS	Redwave ThreatID GLS

- (c) Farrwest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.
- (d) FarrWest will maintain that it is a factory authorized service facility and will maintain RAE Systems, Sensit Technologies, and Smiths Detection advanced certified technicians on staff at all times. Farrwest will also maintain a Pro-Board Certified Hazmat technician on staff for any technical questions.

**Customer responsibilities:**

- (a) **Lost, stolen, or destroyed equipment - Williamson County** agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen or destroyed while in its possession.
- (b) **Return of Equipment -**
  - **At Termination - Williamson County** agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of

said agreement. This may occur at the conclusion of the contract or under written terms of cancellation agreed upon by both parties.

- **Loaner Equipment** – Williamson County agrees to return loaner equipment to Farrwest promptly upon receiving their repaired equipment. As loaner equipment is taken from Farrwest’s rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from the **Williamson County** in the form of a rental invoice.
- (c) **Equipment Issues between service intervals** - Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth. **Williamson County** agrees to contact Farrwest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.
- (d) **Renewal** – At the end of this 12-month agreement, Williamson County will be given the opportunity to renew the maintenance program for an additional 3, 12-month periods. These renewals will be automatic, payment of delivered invoice will signal acceptance of renewal.
- (e) **Purchasing Contracts** – For ease-of-purchasing, FarrWest Environmental Supply is a vendor on both the Houston-Galveston Area Council (**HGAC**) Cooperative Purchasing Program and BuyBoard Cooperative Purchasing Program. FarrWest’s HGAC contract number is EP11-17. FarrWest’s BuyBoard contract number is 524-17. The price below reflects the discount pricing from these programs.
- (f) **Annual Fee for Equipment and Service** –
  - An annual payment of **\$64,749.42** will be made to FarrWest for the above program. This payment can be made quarterly or monthly.

#### **Additional Considerations**

- (a) **No Waiver of Sovereign Immunity or Powers** - Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- (b) **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, Williamson County will only be liable for its pro rata share of services rendered and goods actually received.
- (c) **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- (d) **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

- (e) **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- (f) **Compliance with All Laws:** Farrwest agrees, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements, including but not limited to compliance with regulations of the Texas Commission on Environmental Quality and the Occupational Safety and Health Administration. Additionally, Farrwest shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.
- (g) **No Agency Relationship & Indemnification:** It is understood and agreed that Farrwest shall not in any sense be considered a partner or joint venturer with Williamson County, nor shall Farrwest in any manner hold itself out as an agent or official representative of Williamson County. Farrwest shall be considered an independent Farrwest for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of Williamson County other than what may be expressly allowed under this agreement. Williamson 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 Farrwest or failure to act relating to the construction services being provided. Farrwest agrees to indemnify, hold harmless, and defend Williamson County against any claim, demand, loss, injury, damages, action, or liability of any kind against Williamson County resulting from any services Farrwest performs on behalf of Williamson County.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FARRWEST AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNER AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO FARRWEST'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE FARRWEST, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE

RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

- (h) **Right to Audit:** Farrwest agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Farrwest which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Farrwest agrees that licensee shall have access during normal working hours to all necessary Farrwest facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Farrwest reasonable advance notice of intended audits.

**Commissioners Court - Regular Session**

8.

**Meeting Date:** 03/26/2024

Approval of Services Contract for Shade Tops Replacement at Champion Park with ShadePro LLC for Parks Department

**Submitted For:** Joy Simonton

**Submitted By:** Fernando Ramirez, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the delivery and installation of Replacements Shade Tops to Champion Park, in the amount of \$12,645.00 and authorize execution of the Service Contract with ShadePro, LLC.

**Background**

Williamson County Parks Department is replacing and installing new canopies by doing repairs to permanent structures at Champion Park at 3830 Brushy Creek Road, Cedar Park, Texas. Requisition # 134308 for Shade Pro, LLC is providing the work, disposal of existing canopy is included. The funding source is 01.0100.3102.004510 for \$12,645.00. Keith Geer is the point of contact for this project.

**Fiscal Impact**

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

Agreement  
Form 1295 - ShadePro LLC

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Fernando Ramirez  
Final Approval Date: 03/21/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

03/21/2024 10:54 AM  
03/21/2024 11:25 AM  
Started On: 03/18/2024 03:55 PM

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# WILLIAMSON COUNTY SERVICE CONTRACT

ShadePro, LLC

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS SERVICES CONTRACT** (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **ShadePro, LLC** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

## I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Proposal being marked as **Exhibit “A,”** which is incorporated herein.

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

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

## II.

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party’s execution below (“Effective Date”) and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in

Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **June 30, 2024**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

**III.**

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." The not-to-exceed amount shall be Twelve Thousand Six Hundred Forty-Five Dollars (\$12,645.00).

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

**IV.**

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee

Bodily Injury by Disease

\$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury <i>(including death)</i>	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

#### V.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VI.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VII.

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

## VIII.

**Compliance With All Laws:** Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

**IX.**

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

**X.**

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XI.**

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XII.**

**Right to Audit:** Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XIII.**

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

**XIV.**

**No Assignment:** Service Provider may not assign this Contract.

**XV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

**Foreign Terrorist Organizations:** Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

**Public Information:** Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

**Entire Contract & Incorporated Documents; Conflicting Terms:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

- A. Service Provider Proposal, and being marked **Exhibit "A"**;
- B. BuyBoard Contract #679-22; and
- C. Insurance certificates evidencing coverages required herein above.

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

**XXII.**

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

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

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
County Judge/Presiding Officer

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

**SERVICE PROVIDER:**

Shade Pro LLC  
\_\_\_\_\_  
Name of Service Provider

*Tyler Arnold*  
\_\_\_\_\_  
Authorized Signature

TYLER ARNOLD  
\_\_\_\_\_  
Printed Name

Date: March 13<sup>th</sup>, 2024

**Exhibit "A"**  
**Quote/Proposal**

# ShadePro, L.L.C

8690 FM 306  
 New Braunfels TX 78132  
 210-651-1041 Phone  
 830-221-8141 Cell



# Proposal

Date: March 7, 2024  
*Quote valid for 45 days*

[tyler@shadepro.com](mailto:tyler@shadepro.com)

### Billing Address:

Company:	Champion Park
Contact:	Toby Bonnet
Address:	3830 Brushy Creek Rd
City/State/Zip:	Cedar Park, TX 78613
Phone:	
Mobile Phone:	512-987-4792
E-mail:	<a href="mailto:toby.bonnet@wilco.org">toby.bonnet@wilco.org</a>

### Installation Address:

Company:	Champion Park
Contact:	Toby Bonnet
Address:	3830 Brushy Creek Rd
City/State/Zip:	Cedar Park, TX 78613
Phone:	
Mobile Phone:	512-987-4792
E-mail:	<a href="mailto:toby.bonnet@wilco.org">toby.bonnet@wilco.org</a>

Qty	Size	Hgt	Structure Type	Style	Netting	Frame Color	Unit Price	Total
1	33x32x22x33		Top Replacement	Sail	TBD			\$ 5,885.00
1	40x36x31x30		Top Replacement	Sail	TBD			\$ 6,760.00

Includes Delivery & Installation

BuyBoard Contract #679-22

<b>Sub Total</b>	\$ 12,645.00
<b>Sales Tax</b>	Exempt
<b>Total</b>	\$ 12,645.00
<b>Amount Due Now</b>	PO

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2024-1134699

Date Filed:  
03/14/2024

Date Acknowledged:  
03/18/2024

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

ShadePro LLC  
NEW BRAUNFELS, 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.**

2024163  
Top Replacement at Champion Park - Cedar Park TX

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

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

**6 UNSWORN DECLARATION**

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

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

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

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

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
ShadePro LLC  
NEW BRAUNFELS, TX United States

Certificate Number:  
2024-1134699

Date Filed:  
03/14/2024

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

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
2024163  
Top Replacement at Champion Park - Cedar Park TX

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

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Jenifer Harris, and my date of birth is                     .

My address is                     ,                     , TX, 78132, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Comal County, State of Texas, on the 14th day of March, 20 24.  
(month) (year)

Jenifer A. Harris  
Signature of authorized agent of contracting business entity  
(Declarant)

**Commissioners Court - Regular Session**

**9.**

**Meeting Date:** 03/26/2024

Authorize Issuing Advertisement for RFP #24RFP27 for Jail Pharmaceuticals for the County Jail

**Submitted For:** Joy Simonton

**Submitted By:** Koren Shannon, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Jail Pharmaceuticals for the County Jail, under #24RFP27.

**Background**

Williamson County is requesting Proposals from firms to supply Pharmaceuticals and Pharmaceutical Service/Supplies for its County Jail, whose current population is 650 inmates. The selected vendor will provide the County Jail with medical supplies and services that serve the County Jail's current and anticipated needs. The county seeks responses from qualified firms who can provide specific criteria of pharmaceutical services and supplies at two (12- months) renewals. Funding Source: 01.0100.0570.003307. The budget is set for \$892,500.00. The department point of contact for this project is Terri Countess.

**Fiscal Impact**

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

*No file(s) attached.*

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Koren Shannon  
Final Approval Date: 03/21/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

03/20/2024 01:38 PM  
03/21/2024 10:21 AM  
Started On: 03/15/2024 02:55 PM

**Commissioners Court - Regular Session**

**10.**

**Meeting Date:** 03/26/2024

Approval of Service Contract for Furniture Installation at the Jail Magistrate with Facilities Resources, Inc. 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 Service Contract, #2024164, with Facilities Resources, Inc., relating to furniture and installation for the Jail Magistrate for Facilities Management in the amount of \$38,518.91 pursuant to Cooperative Contract #Omnia National-R191804, and authorize execution of the agreement.

**Background**

This Service Contract between Williamson County and Facilities Resources, Inc. is made to compensate the Vendor for furniture and installation for the Jail Magistrate located at 306 W 4th Street, Georgetown, TX 78626-4906. Funding Source is P540. Point of contact is Christy Matoska.

**Fiscal Impact**

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

Agreement

Form 1295 - Facilities Resources, Inc

**Form Review**

**Inbox**

Purchasing (Originator)  
 County Judge Exec Asst.  
 Form Started By: Stacian Williams  
 Final Approval Date: 03/21/2024

**Reviewed By**

Joy Simonton  
 Becky Pruitt

**Date**

03/20/2024 01:51 PM  
 03/21/2024 09:58 AM  
 Started On: 03/19/2024 04:52 PM

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# WILLIAMSON COUNTY SERVICE CONTRACT

(Facilities Resources, Inc.)

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS SERVICES CONTRACT** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Facilities Resource, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

## I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable

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

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

## II.

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of

the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **six (6) months from the Effective Date**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

### III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in Exhibit "A." The not-to-exceed amount shall be **Thirty-Eight Thousand Five Hundred Eighteen Dollars and Ninety-One Cents (\$38,518.91)**

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

### IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

<b>Type of Coverage</b>	<b>Limits of Liability</b>
a. Worker's Compensation	Statutory

- b. Employer's Liability
- |                              |                            |
|------------------------------|----------------------------|
| Bodily Injury by Accident    | \$500,000 Ea. Accident     |
| Bodily Injury by Disease     | \$500,000 Ea. Employee     |
| <br>Bodily Injury by Disease | <br>\$500,000 Policy Limit |
- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury <i>(including death)</i>	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind

whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VI.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VII.

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

## VIII.

**Compliance With All Laws:** Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

**IX.**

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

**X.**

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

**XI.**

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XII.**

**Right to Audit:** Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

**XIII.**

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

**XIV.**

**No Assignment:** Service Provider may not assign this Contract.

**XV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XVI.**

**Foreign Terrorist Organizations:** Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**XVII.**

**Public Information:** Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

**XVIII.**

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

**XIX.**

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

**XX.**

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

**XXI.**

**Entire Contract & Incorporated Documents; Conflicting Terms:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

- A. Quote # [REDACTED], and being marked Exhibit "A";
- B. OMNI Partners Contract #R191804; and
- C. Insurance certificates evidencing coverages required herein above.

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

**XXII.**

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

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

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
County Judge/Presiding Officer

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

**SERVICE PROVIDER:**

Facilities Resource, Inc.  
 \_\_\_\_\_  
 Name of Service Provider  
**Bradley**  
**Schweifler**  
 \_\_\_\_\_  
 Authorized Signature

Digitally signed by Bradley Schweifler  
 DN: cn=Bradley Schweifler,  
 o=Facilities Resource, Inc., ou,  
 email=b.schweifler@fr-texas.com,  
 c=US  
 Date: 2024.03.12 16:38:58 -0700

\_\_\_\_\_  
Brad Schweifler  
Printed Name

Date: March 12, 2024

**Exhibit "A"**  
**Quote/Proposal**



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

QUOTATION & CONTRACT	
DATE	QUOTE #
03/05/24	██████████
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

BILL TO:
Tommy Crocket 2nd Floor New Office Furnishings Williamson County 412 Vance Street Taylor, TX 76574-3506 PH: (512) 943-1611

CUSTOMER PURCHASE ORDER

FINAL LOCATION:
Tommy Crocket Wilco Jail Magistrate Williamson County 306 W 4th Street Georgetown, TX 78626-4906 PH: (512) 943-1611

SUMMARY INFORMATION
HON OMNIA Contract #R191804 Kimball OMNIA Contract #191811 Fellowes OMNIA Contract #R221001

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
<b>Breakroom</b>				
1		Breakroom		
2	1.00	Kimball International 65K1204CFMLL G1008 X ALTERNA,12WX4H,TOE KICK,TFL G1008 = TIMELESS (CHASSIS TFL COLOR) X = NO MODIFIED WIDTH (MODIFIED WIDTH) -- TAG/LOCATION: Breakroom,Breakroom -- CONTRACT: R191804	\$ 30.53	\$ 30.53
3	1.00	Kimball International 65K142424CUOLL A1 G1008 ALTERNA,14DX24WX24H,CABINET,UPPER,FLAT TOP,OPEN,TFL A1 = ONE ADJUSTABLE SHELF (SHELF OPTION) G1008 = TIMELESS (CHASSIS TFL COLOR) -- TAG/LOCATION: Breakroom,Breakroom -- CONTRACT: R191804	\$ 271.31	\$ 271.31
4	2.00	Kimball International 65K142430CUH2LL 97_490 X STD G1008 G1008 ALTERNA,14DX24WX30H,CABINET,UPPER,FLAT TOP,DOUBLE DOORS,TFL 97_490 = LINEAR,POLISHED CHROME (PULL) X = NON-LOCKING (LOCK) STD = CONCEALED HINGE (HINGE TYPE) G1008 = TIMELESS (DOOR/FRONT TFL COLOR) G1008 = TIMELESS (CHASSIS TFL COLOR) -- TAG/LOCATION: Breakroom,Breakroom -- CONTRACT: R191804	\$ 581.11	\$ 1,162.22



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
5	1.00	Kimball International 65K191533CBH1LWLL 97_490 X STD 501 G1008 G1008 ALTERNA,18DX15WX33H,CABINET,BASE,SINGLE DOOR,WASTE,LEFT,TFL 97_490 = LINEAR,POLISHED CHROME (PULL) X = NON-LOCKING (LOCK) STD = CONCEALED HINGE (HINGE TYPE) 501 = PLATINUM METALLIC (ACCESS GROMMET COVER COLOR) G1008 = TIMELESS (DOOR/FRONT TFL COLOR) G1008 = TIMELESS (CHASSIS TFL COLOR) -- TAG/LOCATION: Breakroom,Breakroom -- CONTRACT: R191804	\$ 521.64	\$ 521.64
6	1.00	Kimball International 65K192433BCD4LL 97_490 X G1008 G1008 ALTERNA,18DX24WX33H,CABINET,BASE,FOUR DRAWERS,TFL 97_490 = LINEAR,POLISHED CHROME (PULL) X = NON LOCKING (LOCK) G1008 = TIMELESS (DOOR/FRONT TFL COLOR) G1008 = TIMELESS (CHASSIS TFL COLOR) -- TAG/LOCATION: Breakroom,Breakroom -- CONTRACT: R191804	\$ 986.83	\$ 986.83
7	1.00	Kimball International 65K193033CBH2LL 97_490 X STD A1 G1008 G1008 ALTERNA,18DX30WX33H,CABINET,BASE,HINGED DOUBLE DOORS,TFL 97_490 = LINEAR,POLISHED CHROME (PULL) X = NON-LOCKING (LOCK) STD = CONCEALED HINGE (HINGE TYPE) A1 = ONE ADJUSTABLE SHELF (SHELF OPTION) G1008 = TIMELESS (DOOR/FRONT TFL COLOR) G1008 = TIMELESS (CHASSIS TFL COLOR) -- TAG/LOCATION: Breakroom,Breakroom -- CONTRACT: R191804	\$ 627.09	\$ 627.09
8	1.00	Kimball International 65K1996WSRL P X STD 488 488 X ALTERNA,19DX96W,SURFACE,LAMINATE P = 1/8" (3MM) VINYL RIM (RIM PROFILE) X = STANDARD .5MM EDGE (FINISHED EDGE) STD = STANDARD GROUP 1 (SURFACE LAMINATE PRICE GROUP) 488 = FROSTY WHITE (LAMINATE COLOR) 488 = FROSTY WHITE (VINYL RIM COLOR) X = NO MODIFIED WIDTH (MODIFIED WIDTH) -- TAG/LOCATION: Breakroom,Breakroom -- CONTRACT: R191804	\$ 299.70	\$ 299.70



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
9	1.00	Kimball International 65K5404CFMLL G1008 X ALTERNA,54WX4H,TOE KICK,TFL G1008 = TIMELESS (CHASSIS TFL COLOR) X = NO MODIFIED WIDTH (MODIFIED WIDTH) -- TAG/LOCATION: Breakroom,Breakroom -- CONTRACT: R191804	\$ 59.15	\$ 59.15
10	1.00	Kimball International 65K9604WSBSLL STD 488 X ALTERNA,96WX4H,BACKSPLASH,LAMINATE STD = STANDARD GROUP 1 (SURFACE LAMINATE PRICE GROUP) 488 = FROSTY WHITE (LAMINATE COLOR) X = NO MODIFIED WIDTH (MODIFIED WIDTH) -- TAG/LOCATION: Breakroom,Breakroom -- CONTRACT: R191804	\$ 76.95	\$ 76.95

<b>Breakroom Subtotal:</b>	<b>\$ 4,035.42</b>
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<b>HAT Office</b>
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11		HAT Office		
12	8.00	Fellowes FCH4CX BLK Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk BLK = Black (FINISH) -- TAG/LOCATION: HAT Office's,HAT Office's -- CONTRACT: R191804	\$ 205.20	\$ 1,641.60
13	8.00	Fellowes SENAEX2-MS SLV SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount SLV = Silver (FINISH) -- TAG/LOCATION: HAT Office's,HAT Office's -- CONTRACT: R191804	\$ 338.40	\$ 2,707.20
14	8.00	The HON Company HJTRGH36 .P 36 CABLE MANAGEMENT TRAY - BLACK ONLY .P = Black -- TAG/LOCATION: HAT Office's -- CONTRACT: R191804	\$ 41.50	\$ 332.00



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
15	8.00	The HON Company H105106 \$(L1STD) .PINC PINC 10500 SERIES 15 3/4WX18 7/8DX21 7/8H MOBILE PED B/F \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle PINC = Pinnacle -- TAG/LOCATION: HAT Office's -- CONTRACT: R191804	\$ 405.00	\$ 3,240.00
16	8.00	The HON Company H105R3072 \$(L1STD) .PINC PINC 72WX30D RECTANGLE WORKSURFACE \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle PINC = Pinnacle -- TAG/LOCATION: HAT Office's -- CONTRACT: R191804	\$ 228.60	\$ 1,828.80
17	8.00	The HON Company HSWEEPC2 SWEEP HANDLE KIT SATIN NICKEL 2-PACK -- TAG/LOCATION: HAT Office's -- CONTRACT: R191804	\$ 28.35	\$ 226.80
18	8.00	The HON Company HUSLMOD1366 \$(L1STD) .PINC .PINC .P LAMINATE MODESTY 13H X 66W \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle .PINC = Pinnacle .P = Black -- TAG/LOCATION: HAT Office's -- CONTRACT: R191804	\$ 303.90	\$ 2,431.20
19	8.00	The HON Company HIWMRA .Y1 .A .H .0S \$(1) .OP 11 .BL .SB .T IGN 2 MID-BACK REACTIV .Y1 = Synchro-Tilt W Seat Slider .A = Height and Width Adj. Arm .H = Hard Caster .0S = Charcoal \$(1) = Grade 1 Uph .OP = Optic 11 = Starry Night .BL = Black Adjustable Lumbar .SB = Standard Base .T = Black -- TAG/LOCATION: HAT Office's	\$ 407.70	\$ 3,261.60



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
-- CONTRACT: R191804				
20	8.00	The HON Company HHATB3S2LT \$(P1) .S .X .MEM 3 STAGE 2 LEG RECTANGLE T FOOT \$(P1) = P1 Paint Opts .S = Charcoal .X = Standard Glide .MEM = Memory Preset -- TAG/LOCATION: HAT Office's -- CONTRACT: R191804	\$ 412.63	\$ 3,301.04
21	8.00	The HON Company HL2016PH2 \$(1) .OP 11 PED CUSHION 20X15.8X1 \$(1) = Grd 1 Uph .OP = Optic 11 = Starry Night -- TAG/LOCATION: HAT Office's -- CONTRACT: R191804	\$ 194.85	\$ 1,558.80
22	8.00	The HON Company HL25SC72 .P 60W EXTERNAL STIFFENER .P = Black -- TAG/LOCATION: HAT Office's -- CONTRACT: R191804	\$ 70.20	\$ 561.60
			<b>HAT Office Subtotal:</b>	<b>\$ 21,090.64</b>
<b>Judge's Office</b>				
23		Judge's Office		
24	1.00	Fellowes FCH4CX BLK Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk BLK = Black (FINISH) -- TAG/LOCATION: Judge's Office,Judge's Office -- CONTRACT: R191804	\$ 205.20	\$ 205.20
25	1.00	Fellowes SENAEX2-MS SLV SenaEX Series Dual Monitor Arm w/2 Motion Limbs & 2 Slider Plates, Includes Desk Clamp & Grommet Mount	\$ 338.40	\$ 338.40



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		SLV = Silver (FINISH) -- TAG/LOCATION: Judge's Office, Judge's Office -- CONTRACT: R191804		
26	1.00	The HON Company H10530 \$(L1STD) .PINC PINC 10500 SERIES PERSONAL WARDROBE/STRG CAB 36W 24D 66-5/8H \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle PINC = Pinnacle -- TAG/LOCATION: Judge's Office -- CONTRACT: R191804	\$ 1,289.70	\$ 1,289.70
27	1.00	The HON Company H105895R \$(L1STD) .PINC PINC 10500 SERIES 72WX36DX29-1/2H SGL EDDSKRH B/B/F RECTTOP \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle PINC = Pinnacle -- TAG/LOCATION: Judge's Office -- CONTRACT: R191804	\$ 771.30	\$ 771.30
28	1.00	The HON Company H105908L \$(L1STD) .PINC PINC 10500 SERIES 42WX24DX29-1/2H RETURN LT FILE/FILE PED \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle PINC = Pinnacle -- TAG/LOCATION: Judge's Office -- CONTRACT: R191804	\$ 533.25	\$ 533.25
29	1.00	The HON Company H105ST122450L \$(L1STD) .PINC PINC \$(L1STD) .PINC .L P .L 105 SER SLIDEOUT TWR 12WX24DX50H LEFT \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle PINC = Pinnacle \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle .L = Linear P = Black .L = Standard Random Key Lock -- TAG/LOCATION: Judge's Office -- CONTRACT: R191804	\$ 1,531.80	\$ 1,531.80
30	3.00	The HON Company HSWEEPC2 SWEEP HANDLE KIT SATIN NICKEL 2-PACK	\$ 28.35	\$ 85.05



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ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- TAG/LOCATION: Judge's Office -- CONTRACT: R191804		
31	1.00	The HON Company HSWEEPC3 SWEEP HANDLE KIT SATIN NICKEL 3-PACK -- TAG/LOCATION: Judge's Office -- CONTRACT: R191804	\$ 36.45	\$ 36.45
32	1.00	The HON Company HIWMRA .Y1 .A .H .0S \$(1) .OP 11 .BL .SB .T IGN 2 MID-BACK REACTIV .Y1 = Synchro-Tilt W Seat Slider .A = Height and Width Adj. Arm .H = Hard Caster .0S = Charcoal \$(1) = Grade 1 Uph .OP = Optic 11 = Starry Night .BL = Black Adjustable Lumbar .SB = Standard Base .T = Black -- TAG/LOCATION: Judge's Office -- CONTRACT: R191804	\$ 407.70	\$ 407.70
<b>Judge's Office Subtotal:</b>			<b>\$ 5,198.85</b>	
<b>Probation Office</b>				
33		Probation Office		
34	4.00	The HON Company HNR6 .F .H .IC \$(1) .OP 11 .T .P71 HON NUCLEUS RECHARGED GUEST CHAIR .F = Fixed Arm .H = Hard Caster .IC = 4-Way Charcoal \$(1) = Grade 1 Uph .OP = Optic 11 = Starry Night .T = Black .P71 = Black -- TAG/LOCATION: Probation -- CONTRACT: R191804	\$ 295.20	\$ 1,180.80



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

QUOTATION & CONTRACT	
DATE	QUOTE #
03/05/24	██████████
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
35	1.00	The HON Company HT29FB3672 \$(P1) .S PRESIDE 29.5H FOOTED BASE FOR 36X72 TOP \$(P1) = P1 Paint Opts .S = Charcoal -- TAG/LOCATION: Probation -- CONTRACT: R191804	\$ 519.30	\$ 519.30
36	1.00	The HON Company HTLC3672 .G PINC .N \$(L1STD) .PINC PRESIDE 72W X 36D RECTANGULAR SHAPED LAMINATE TOP .G = 2MM/Flat PINC = Pinnacle .N = No Grommets \$(L1STD) = Grd L1 Standard Laminates .PINC = Pinnacle -- TAG/LOCATION: Probation -- CONTRACT: R191804	\$ 355.95	\$ 355.95

**Probation Office Subtotal: \$ 2,056.05**

**Magistrate Bench**

37		Magistrate Bench		
38	1.00	The HON Company HIWMU .Y1 .A .S \$(2) .WP 23 .NL .SB .T IGN 2 MID-BACK UPHOLSTERED .Y1 = Synchro-Tilt W Seat Slider .A = Height and Width Adj. Arm .S = Black All-Surface Caster \$(2) = Grade 2 Uph .WP = Whisper Vinyl 23 = Luggage .NL = No Lumbar .SB = Standard Base .T = Black -- TAG/LOCATION: Judge's Task Chair -- CONTRACT: R191804	\$ 426.15	\$ 426.15
39	2.00	The HON Company HITSRA .S0 .A .S .0S \$(1) .OP 11 .BL .SB .T IGN 2 REACTIV STOOL .S0 = Stool Synchro-Tilt .A = Height and Width Adj. Arm .S = Black All-Surface Caster .0S = Charcoal	\$ 448.20	\$ 896.40



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

QUOTATION & CONTRACT	
DATE	QUOTE #
03/05/24	██████████
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
--------	-----	---------	------------	------------

\$(1) = Grade 1 Uph  
.OP = Optic  
11 = Starry Night  
.BL = Black Adjustable Lumbar  
.SB = Standard Base  
.T = Black  
-- TAG/LOCATION: Stools  
-- CONTRACT: R191804

40	2.00	The HON Company HIWMRA .Y1 .A .H .0S \$(1) .OP 11 .BL .SB .T IGN 2 MID-BACK REACTIV .Y1 = Synchro-Tilt W Seat Slider .A = Height and Width Adj. Arm .H = Hard Caster .0S = Charcoal \$(1) = Grade 1 Uph .OP = Optic 11 = Starry Night .BL = Black Adjustable Lumbar .SB = Standard Base .T = Black -- TAG/LOCATION: Judge's Office -- CONTRACT: R191804	\$ 407.70	\$ 815.40
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**Magistrate Bench Subtotal: \$ 2,137.95**

**FRI Services**

41		FRI Services		
42	1.00	FRI Services RDI Receiving, Delivery, & Installation -- CONTRACT: R191804	\$ 3,500.00	\$ 3,500.00
43	4.00	FRI Services Design  -- CONTRACT: R191804	\$ 125.00	\$ 500.00

**FRI Services Subtotal: \$ 4,000.00**

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

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



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

QUOTATION & CONTRACT	
DATE	QUOTE #
03/05/24	██████████
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
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delivered to site.

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

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

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

X \_\_\_\_\_ Date 03/05/24  
Brad Schweifler  
Facilities Resource Inc.

X \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Williamson County

SUBTOTAL	\$38,518.91
FREIGHT	\$0.00
DELIVERY/SET-UP	\$0.00
SALES TAX (0%)	\$0.00
<b>TOTAL</b>	<b>\$38,518.91</b>
DEPOSIT REQUESTED	\$0.00
<b>BALANCE</b>	<b>\$38,518.91</b>

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY CERTIFICATION OF FILING</b>
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> FACILITIES RESOURCE, INC. Cedar Park, TX United States	Certificate Number: 2024-1134037
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> Williamson County, Texas	Date Filed: 03/12/2024  Date Acknowledged:

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

24098A  
Furniture

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Teinert Ross, Margaret	Georgetown, TX United States	X	
Ross, Darren	Georgetown, TX United States		X
Ornelas, Cynthia	Cedar Park, TX United States		X
Ornelas, Robert	Cedar Park, TX United States		X

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

**6 UNSWORN DECLARATION**

My name is Margaret Teinert Ross, and my date of birth is [REDACTED]

My address is [REDACTED], Georgetown, TX, 78626, 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 12 day of March, 2024  
(month) (year)

**Margaret Teinert Ross**

Signature of authorized agent of contracting business entity (Declarant)

Digitally signed by Margaret Teinert Ross  
 DN: cn=Margaret Teinert Ross, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.com, c=US  
 Date: 2024.03.12 16:49:10 -05'00'

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
FACILITIES RESOURCE, INC.  
Cedar Park, TX United States

**Certificate Number:**  
2024-1134037

**Date Filed:**  
03/12/2024

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

**Date Acknowledged:**  
03/19/2024

**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.**  
24098A  
Furniture

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Teinert Ross, Margaret	Georgetown, TX United States	X	
	Ross, Darren	Georgetown, TX United States		X
	Ornelas, Cynthia	Cedar Park, TX United States		X
	Ornelas, Robert	Cedar Park, TX United States		X

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

**6 UNSWORN DECLARATION**

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

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

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

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

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

**Commissioners Court - Regular Session**

11.

**Meeting Date:** 03/26/2024

KFrieese 24RFSQ8 On Call Development Services Assistance

**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 1 in the amount of \$50,000.00 to expire March 31, 2026 under Williamson County Contract for Engineering Services between K Frieese and Associates, LLC and Williamson County dated March 5, 2024 for On Call Development Services Assistance. Funding source: 01.0200.0210.004100.

**Background**

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

KFrieese 24RFSQ8 On Call Development Services Assistance

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/14/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

03/14/2024 11:39 AM

03/14/2024 12:13 PM

Started On: 03/13/2024 12:30 PM

## WORK AUTHORIZATION NO. 1

### PROJECT: On Call Development Services Assistance

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 5, 2024** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K Friese & Associates, LLC** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.00.**

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, 2026.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED \_\_\_\_\_

ENGINEER:

K Friese and Associates, LLC \_\_\_\_\_

By: <sup>DocuSigned by:</sup> Joseph Cantalupo  
49C7B15A6C08440 Signature

Joseph Cantalupo

Printed Name

Senior Vice President

Title

COUNTY:

Williamson County, Texas \_\_\_\_\_

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

Bill Gravell, Jr.

Printed Name

County Judge

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 will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Engineer to maintain an agreed upon project schedule.

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

Provide on call assistance to Williamson County staff in plat and associated construction plan review, FEMA Flood Plain Program administration and driveway review and permitting, general drainage engineering support.

**Attachment C - Work Schedule**

K Friese & Associates, LLC will provide a work schedule for the assigned tasks.

**Attachment D - Fee Schedule**

Please see next page.

**EXHIBIT D****RATE SCHEDULE**

<b>Title</b>	<b>Rate</b>
Principal I	\$ 320.00
Principal II	\$ 420.00
Project Manager I (8-10)	\$ 180.00
Project Manager II (10-12)	\$ 195.00
Project Manager III (12-15)	\$ 210.00
Project Manager IV (15-20)	\$ 255.00
Project Manager V (20-25)	\$ 270.00
Project Manager VI (25+)	\$ 290.00
Professional Engineer I (5-8)	\$ 155.00
Professional Engineer II (8-10)	\$ 170.00
Professional Engineer III (10-12)	\$ 190.00
Professional Engineer IV (12-15)	\$ 200.00
Professional Engineer V (15-20)	\$ 220.00
Professional Engineer VI (20-25)	\$ 260.00
Professional Engineer VII (25+)	\$ 270.00
Engineer in Training I (0-2)	\$ 120.00
Engineer in Training II (3-4)	\$ 130.00
Engineer in Training III (5+)	\$ 135.00
Engineering Technician Entry	\$ 115.00
Engineering Technician Mid	\$ 150.00
Engineering Technician Senior	\$ 180.00
GIS Technician Entry	\$ 100.00
GIS Technician Mid	\$ 140.00
GIS Technician Senior	\$ 160.00
GIS Administrator Senior	\$ 200.00
CAD Technician Entry	\$ 90.00
CAD Technician Mid	\$ 130.00
CAD Technician Senior	\$ 150.00
CAD Administrator Senior	\$ 200.00
Planner I (0-5)	\$ 115.00
Planner II (5-10)	\$ 160.00
Administrative Specialist I (0-5)	\$ 70.00
Administrative Specialist II (5-10)	\$ 80.00
Administrative Specialist III (10-15)	\$ 90.00
Administrative Specialist IV (15-20)	\$ 100.00
Administrative Specialist V (20-25)	\$ 110.00
Administrative Specialist VI (25+)	\$ 120.00

**Commissioners Court - Regular Session**

12.

**Meeting Date:** 03/26/2024

Seiler Lankes 22RFSQ128 WA2 SA2 CR 255 & CR 289 PS&E

**Submitted For:** Robert Daigh

**Submitted By:** Vicky Edwards, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 2 under Williamson County Contract between Seiler Lankes Group, LLC and Williamson County dated October 11, 2022 for CR 255 and CR 289 Plans, Specifications and Estimates (PS&E). This supplemental is to extend the expiration date to December 31, 2024 and increase the maximum amount payable to \$660,319.00. Funding source: P546.

**Background**

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

Seiler Lankes 22RFSQ128 WA2 SA2 CR 255 & CR 289 PS&E

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/21/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

03/21/2024 11:52 AM

03/21/2024 02:11 PM

Started On: 03/21/2024 11:31 AM

**SUPPLEMENTAL WORK AUTHORIZATION NO. 02  
TO  
WORK AUTHORIZATION NO. 02**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
CR 255 and CR 289 PS&E**

This Supplemental Work Authorization No. 02 to Work Authorization No. 02 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated October 11, 2022 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 02 dated effective April 26, 2023 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:


- I. The maximum amount payable for services under the Work Authorization is hereby increased from \$598,719.00 to \$660,319.00. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).
- II. The Work Authorization shall terminate on December 31, 2024. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By:   
Signature

Gerald Lankes  
Printed Name

CEO  
Title

03/20/2024  
Date

**COUNTY:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**LIST OF ATTACHMENTS**

Attachment B – Supplemental Services to be Provided by the Engineer

Attachment C – Work Schedule

Attachment D - Fee Schedule

**APPROVED**  
*By Christen Eschberger at 10:50 am, Mar 21, 2024*

**ATTACHMENT B**  
**SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE ENGINEER**  
**FOR**  
**CR 255**

1. CONDEMNATION SUPPORT

a. CONDEMNATION HEARING EXHIBITS

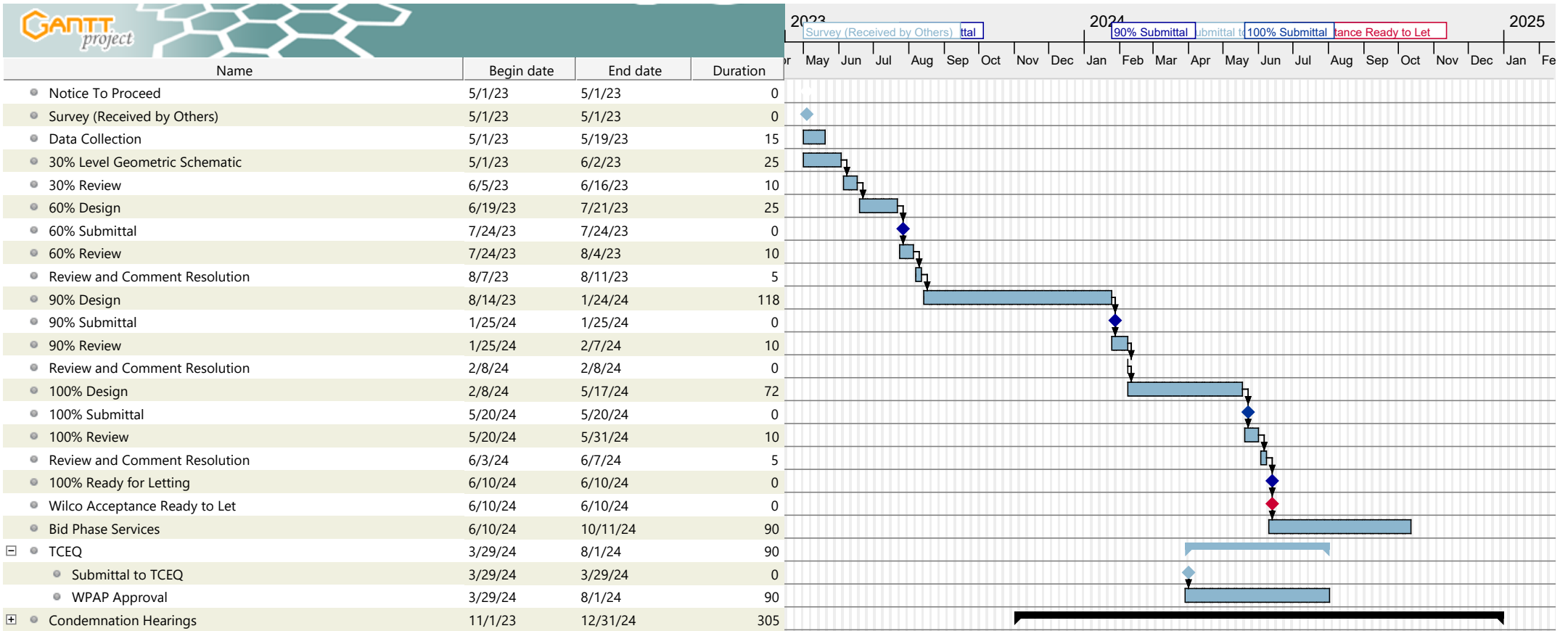
- Prepare preliminary and final condemnation hearing exhibits for 20 ROW Parcels.
- Exhibits (each exhibit should include high-resolution aerial imagery) including the following information:
  - A vicinity map with an overall project layout and limits (beginning and end)
  - Existing and proposed typical road sections
  - Parent tract (including area)
  - Right-of-way acquisition (including parcel acquisition and remainder areas),
  - Proposed improvements adjacent to the property.

b. CONDEMNATION HEARINGS

- Engineer will attend meetings with the attorney to prepare for the hearings.
- Engineer will attend 20 condemnation hearings in-person and testify as an expert witness on the Project to discuss matters related to drainage, grading, environmental compliance, basic hydrologic, hydraulic and geotechnical information.

c. DELIVERABLES

- Preliminary and Final Condemnation Hearing Exhibits in pdf format.



PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC									
CR 255	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Engineer-In-Training	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		\$275.00	\$220.00	\$200.00	\$135.00	\$130.00	\$88.00		
<b>1. Condemnation Support</b>									
<b>a. Condemnation Hearing Exhibits</b>									
1. Prepare preliminary and final condemnation hearing exhibits for 20 ROW Parcels									
2. A vicinity map with an overall project layout and limits (beginning and end)	20			5		5		10	\$1,650.00
3. Existing and proposed typical road sections	20			5		5		10	\$1,650.00
4. Parent tract (including area)	20			20		20		40	\$6,600.00
5. Right-of-way acquisition (including parcel acquisition and remainder areas),	20			20		20		40	\$6,600.00
6. Proposed improvements adjacent to the property.	20			20		20		40	\$6,600.00
<b>b. Condemnation Hearings</b>									
Engineer will attend meetings with the attorney to prepare for the hearings		20						20	\$5,500.00
Engineer will attend 20 condemnation hearings in-person and testify as an expert witness on the Project to discuss matters related to drainage, grading, environmental compliance, basic hydrologic, hydraulic and geotechnical information. Drainage engineer attendance has been requested (assume 10 meetings and 6 hr per meeting)		120						120	\$33,000.00
<b>Condemnation Support Subtotal - Labor</b>	<b>100</b>	<b>140</b>	<b>0</b>	<b>70</b>	<b>0</b>	<b>70</b>	<b>0</b>	<b>280</b>	<b>\$61,600.00</b>

**Commissioners Court - Regular Session**

13.

**Meeting Date:** 03/26/2024

Revised preliminary plat for the Santa Rita Ranch Phase 7B subdivision (revision 1) – Pcts 2 & 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 revised preliminary plat for the Santa Rita Ranch Phase 7B subdivision (revision 1) – Precincts 2 & 3.

**Background**

This is the first revision to the preliminary plat of Santa Rita Ranch Ph 7B that was initially approved on February 28, 2023. Since the last approval, the developer has requested changes to the road alignments and lot layout.

This revision includes a decrease of 318 linear feet of new public roads and a decrease of 19 single family lots. With this revision, the proposed Santa Rita Ranch Phase 7B subdivision consists of 268 single family lots, 15 open space lots, and 16,535 linear feet of new public roads on 117.238 acres.

**Timeline**

2024-02-07 – initial submittal of the revised preliminary plat

2024-03-07 – 1st review complete with comments

2024-03-18 – 2nd submittal of revised preliminary plat

2024-03-20 – 2nd review complete with comments clear

2024-03-21 – preliminary plat placed on the March 26, 2024 Commissioners Court agenda for consideration

**Fiscal Impact**

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

preliminary plat (rev 1) - Santa Rita Ranch Ph 7B

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 11:29 AM

Started On: 03/21/2024 11:04 AM

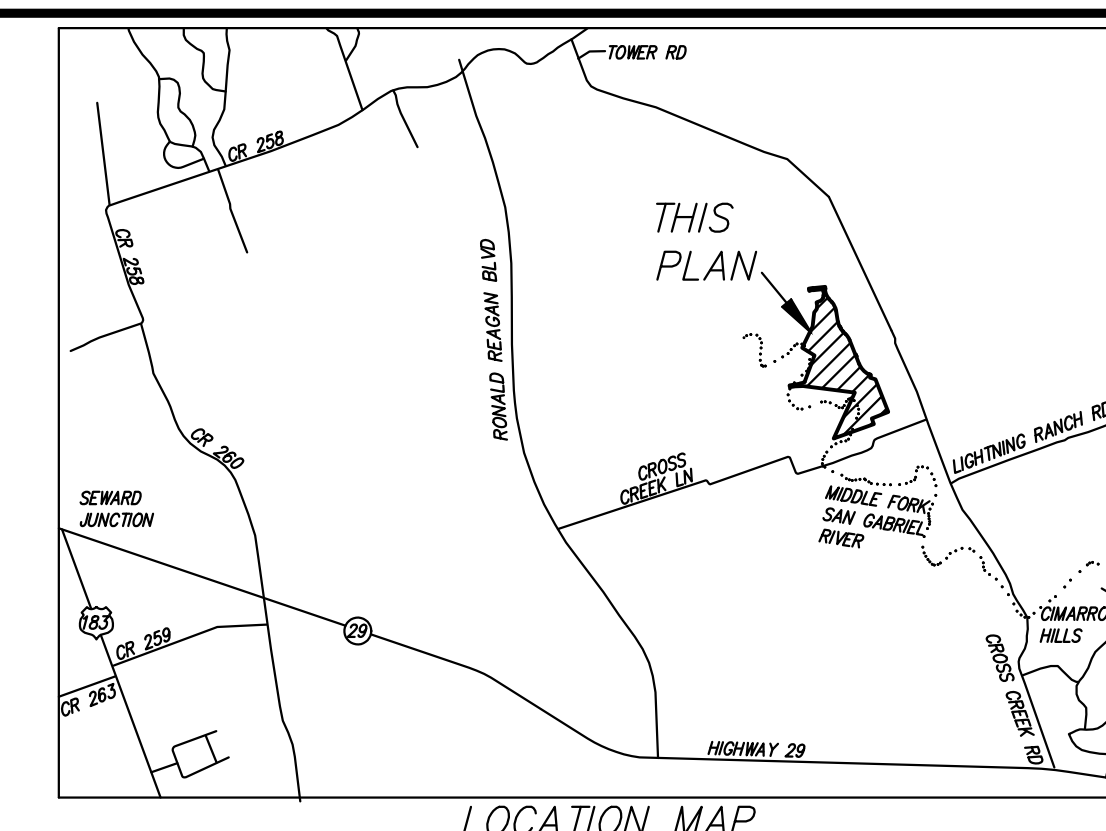
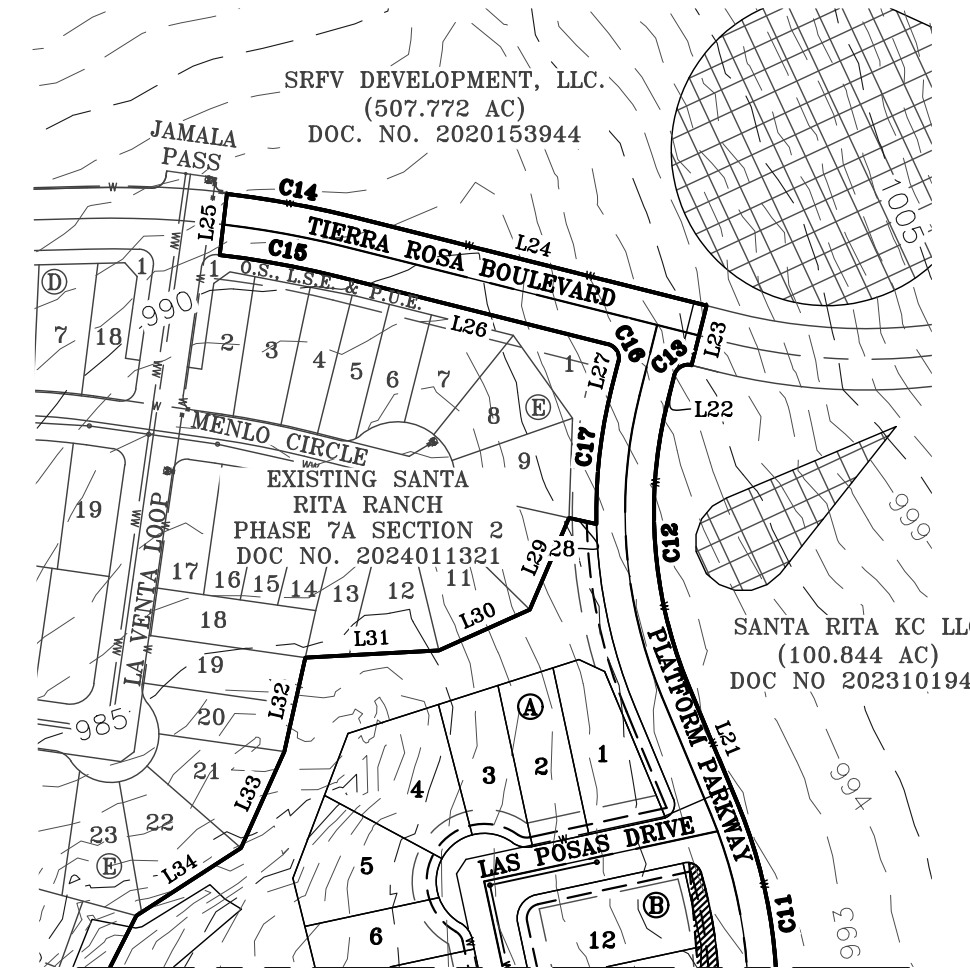
MATCH LINE  
SEE THIS SHEET FOR CONTINUATION

MATCH LINE  
SEE THIS SHEET FOR CONTINUATION



SANTA RITA KC LLC  
(100.844 AC)  
DOC NO 2023101940

SANTA RITA KC LLC  
(100.844 AC)  
DOC NO 2023101940



**LEGEND**

17 LOT NUMBER  
Ⓐ BLOCK NUMBER  
--- BUILDING SETBACK LINE  
- - - - EASEMENT LINE  
--- BOUNDARY LINE  
--- 100-YR FEMA FLOODPLAIN  
--- ATLAS 14 100-YR FLOODPLAIN  
O.S. OPEN SPACE  
L.S.E. LANDSCAPE EASEMENT  
W.Q.E. WATER QUALITY EASEMENT  
D.E. DRAINAGE EASEMENT  
P.U.E. PUBLIC UTILITY EASEMENT  
B.L. BUILDING LINE SETBACK  
Ⓜ MAILBOX KIOSK

**TOTAL: 268 SF LOTS**

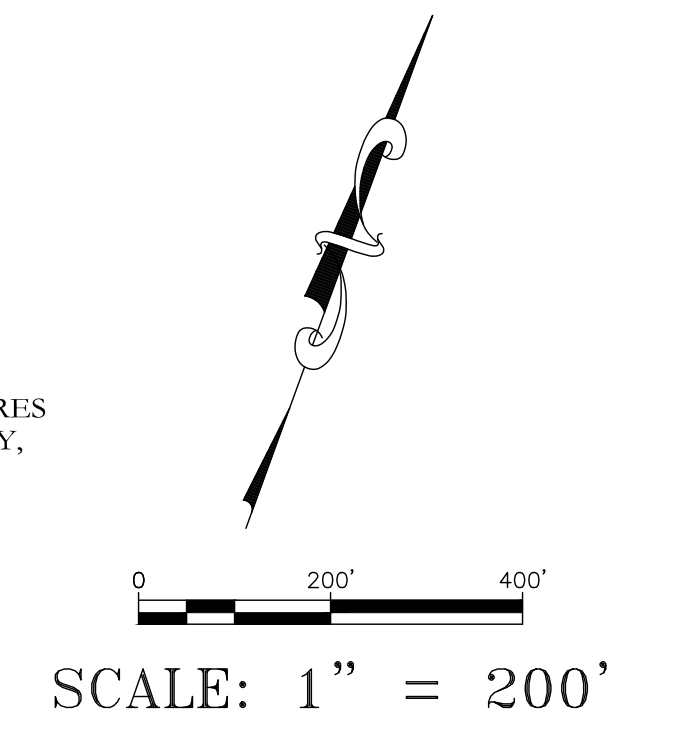
TOTAL OF LOTS: 283  
SINGLE FAMILY LOTS: 268  
O.S., W.Q.E., D.E., P.U.E. & L.S.E. LOTS: 3  
O.S., D.E., P.U.E. & L.S.E. LOTS: 1  
O.S., P.U.E. & L.S.E. LOTS: 11

TOTAL: 268 SF LOTS

FEBRUARY 7, 2024  
OWNER:  
SANTA RITA C7 INVESTMENTS, LLC  
1700 CROSS CREEK LANE  
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:  
CARLSON, BRIGANCE & DOERING, INC.  
5701 WEST WILLIAM CANNON  
DRIVE  
AUSTIN, TEXAS 78749  
(512) 280-5160 phone  
(512) 280-5165 fax

TOTAL ACREAGE: 117.238 ACRES  
SURVEY: B. MANLOVE SURVEY,  
ABSTRACT NO. 417



- GENERAL:**
- BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
  - THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
  - 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 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.
  - THE FOLLOWING LOTS MAY NOT BE FURTHER SUBDIVIDED: LOTS 5-7,11,12,46-49 BLOCK A, LOT 1 BLOCK B, LOTS 7-9 BLOCK C, LOT 11 BLOCK E, LOTS 18-22,24-25,51,63-66,79,81,88-90,104-107, BLOCK G.
  - THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
- DRAINAGE AND FLOODPLAIN:**
- THE DEVELOPED 100-YR FLOODPLAIN BY ATLAS 14 SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED DECEMBER 2, 2022. PORTIONS OF THIS SUBDIVISION ARE ENCLOSED 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. 484910075E, EFFECTIVE DATE SEPTEMBER 28,2008 AND THE FEMA L.O.M.R. NO 16-06-0501P, EFFECTIVE MARCH 2, 2017 FOR WILLIAMSON COUNTY, TEXAS.
- WATER AND WASTEWATER:**
- WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 196/GEORGETOWN UTILITY SYSTEMS
  - WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 196/CITY OF LIBERTY HILL.
- ROADWAY AND RIGHT OF WAY:**
- ELECTRIC SERVICE IS PROVIDED BY: PEC
  - SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
  - DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASS	TYPE
ARCILLA PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	678	LOCAL	URBAN
BORRERO BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,189	LOCAL	URBAN
CARILLON COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	290	LOCAL	URBAN
LAS POSAS DRIVE	PUBLIC	90'	33' FACE TO FACE	4'	35 MPH	1,035	LOCAL	URBAN
LOS ALISO COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	530	LOCAL	URBAN
LOS ALISO LOOP	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	2,562	LOCAL	URBAN
MONTECIDO DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	759	LOCAL	URBAN
MONZA BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	631	LOCAL	URBAN
PACIFIC GROVE CIRCLE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	1,210	LOCAL	URBAN
PLATFORM PARKWAY	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	3,218	MINOR COLLECTOR	URBAN
RIG ROSE DRIVE	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	2,349	MINOR COLLECTOR	URBAN
SAN LORRENZO DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	205	LOCAL	URBAN
TERRA ROSA BOULEVARD	PUBLIC	64'	48' FACE TO FACE	4'	35 MPH	509	COLLECTOR	URBAN
TRICIA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	370	LOCAL	URBAN
<b>TOTAL LINEAR FOOTAGE OF STREETS:</b>						<b>16,535 LF.</b>		

Curve Table

Curve #	Radius	Tangent	Delta	Chord	Arc Length
C1	25.27	16.81	096°30'43"	22.38	25.27
C2	23.84	15.28	091°04'42"	21.41	23.84
C3	437.17	228.11	040°23'59"	428.17	437.17
C4	23.61	15.10	090°47'18"	21.21	23.61
C5	23.56	15.00	090°00'00"	21.21	23.56
C6	223.21	113.49	025°34'39"	221.36	223.21
C7	90.60	45.41	009°36'48"	90.50	90.60
C8	26.71	18.53	102°01'39"	23.32	26.71
C9	22.72	14.18	086°47'23"	20.61	22.72
C10	147.78	74.36	015°40'48"	147.32	147.78
C11	309.43	159.27	033°27'05"	305.06	309.43
C12	300.99	155.86	036°41'34"	295.87	300.99
C13	23.56	15.00	090°00'00"	21.21	23.56
C14	134.53	67.36	007°28'08"	134.43	134.53
C15	126.18	63.18	007°28'08"	126.09	126.18
C16	23.56	15.00	090°00'00"	21.21	23.56
C17	142.54	71.70	015°24'45"	142.11	142.54
C18	150.93	76.22	019°39'16"	150.20	150.93

Line Table

Line #	Bearing	Length
L1	N09°13'52.08"W	60.00
L2	S80°46'07.92"W	333.88
L3	N87°40'11.46"E	251.44
L4	S82°43'14.62"E	1389.11
L16	S21°37'47.10"E	50.00
L17	S21°37'47.10"E	492.80
L18	S47°12'26.11"E	101.55
L19	N21°37'47.10"W	50.00
L20	N09°09'35.73"W	350.87
L21	N42°36'40.84"W	132.86
L22	N05°55'07.33"W	28.63
L23	N05°55'07.33"W	64.00
L24	S84°04'52.67"W	378.73
L25	S13°23'15.00"E	64.00
L26	N84°04'52.67"E	288.73
L27	S05°55'07.33"E	28.63
L28	S82°35'14.30"W	29.17
L29	S03°09'16.21"W	103.86
L30	S45°48'30.99"W	103.86
L31	S66°56'34.68"W	139.36

Line Table

Line #	Bearing	Length
L32	S07°27'11.33"E	100.30
L33	S04°10'45.67"W	110.14
L34	S37°09'51.03"W	129.83
L35	S06°52'00.50"W	444.75
L36	S26°07'34.21"W	737.99
L37	N58°05'19.96"W	452.75
L38	N20°11'00.17"E	886.08
L39	N80°46'07.92"E	333.88

FILE PATH: J:\CADD\5461\465-561-PRELIMINARY PLAT.dwg - Mar 18, 2024 - 8:05am

DESIGNED BY: SPC  
DRAFTED BY: MB  
DATE: 2/7/2024  
REVISION: (NONE)  
SHEET NAME: OVERALL PRELIMINARY PLAT  
JOB NAME: SANTA RITA RANCH PHASE 7B  
PROJECT: PRELIMINARY PLAT  
SHEET NO. 1 OF 4  
SHEET NO. 1

CARBON, BRIGANCE & DOERING, INC.  
Civil Engineering & Surveying  
FIRM ID #E3791  
Main Office: 5501 West William Cannon Dr., Austin, Texas 78749  
North Office: 12129 RR 030 N, Suite 400, Austin, Texas 78750  
Phone No. (512) 280-5160 Fax No. (512) 280-5165

STATE OF TEXAS  
STEVEN P. GATES  
93648  
LICENSED PROFESSIONAL ENGINEER  
CARLSON, BRIGANCE & DOERING, INC.  
04/73791  
3-18-2024  
DATE: FEB 2024  
JOB NUMBER: 5461  
SHEET NO. 1

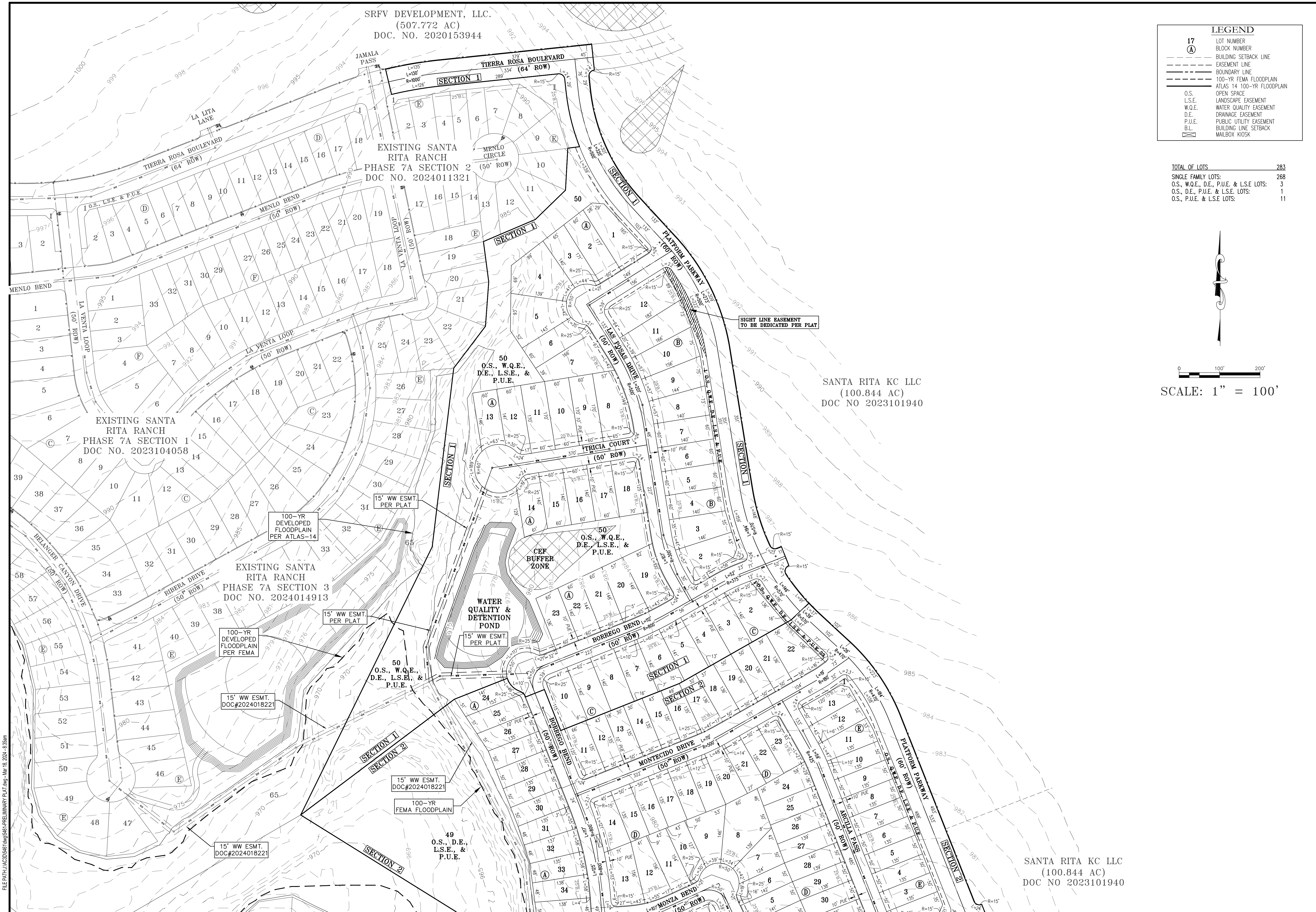
SRFV DEVELOPMENT, LLC.  
(507.772 AC)  
DOC. NO. 2020153944

LEGEND	
17	LOT NUMBER
(A)	BLOCK NUMBER
---	BUILDING SETBACK LINE
---	EASEMENT LINE
---	BOUNDARY LINE
---	100-YR FEMA FLOODPLAIN
---	ATLAS 14 100-YR FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK
⊠	MAILBOX KIOSK

TOTAL OF LOTS	283
SINGLE FAMILY LOTS:	268
O.S., W.Q.E., D.E., P.U.E. & L.S.E. LOTS:	5
O.S., D.E., P.U.E. & L.S.E. LOTS:	1
O.S., P.U.E. & L.S.E. LOTS:	11



0 100' 200'  
SCALE: 1" = 100'



FILE PATH: J:\CADD\5461\46561-PRELIMINARY PLAT.dwg - Mar 18, 2024 - 8:35am

DESIGNED BY:	SPC
DRAFTED BY:	MB
DATE:	2/17/2024
REVISION	NO. DESCRIPTION
1	ADDED LOTS TO SECTION 1 AND 2
2	ADDED LOTS TO SECTION 1 AND 2

**Carlson, Brigrance & Doering, Inc.**  
Civil Engineering & Surveying  
FIRM ID #E3791  
Main Office: 5501 West Williams Canyon Dr., Austin, Texas 78750  
North Office: 12129 RR (23) N. St. 600, Austin, Texas 78750  
Phone No. (512) 280-5160 Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAT 100 SCALE  
JOB NAME: SANTA RITA RANCH PHASE 7B  
PROJECT: PRELIMINARY PLAT

STEVEN P. GATES  
93648  
LICENSED PROFESSIONAL ENGINEER  
STATE OF TEXAS

CARLSON, BRIGRANCE & DOERING, INC.  
04/ F3791  
*Steven P. Gates*  
3-18-2024

DATE:	FEB 2024
JOB NUMBER:	5461
SHEET:	2 OF 4
SHEET NO.:	2

SANTA RITA KC LLC  
(100.844 AC)  
DOC NO 2023101940



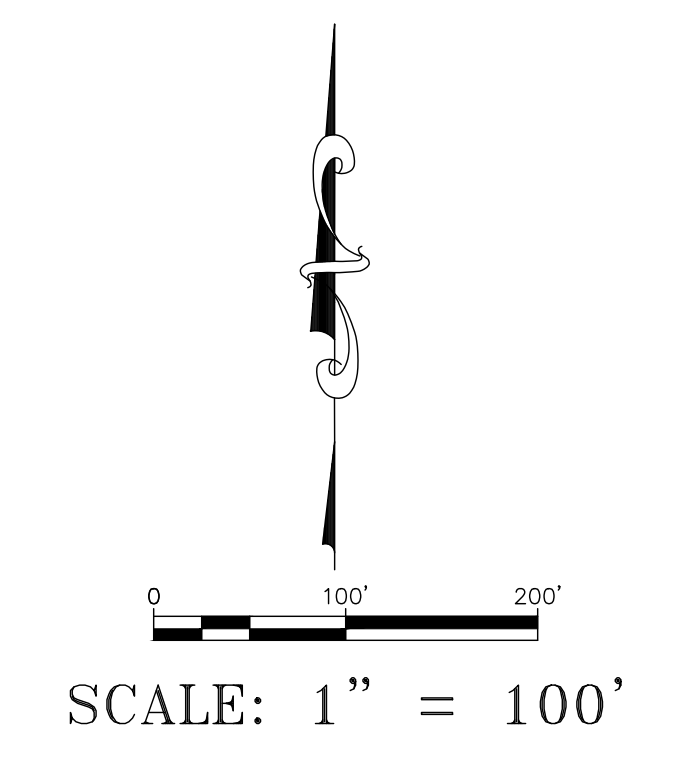


**LEGEND**

17	LOT NUMBER
(A)	BLOCK NUMBER
---	BUILDING SETBACK LINE
- - - -	EASEMENT LINE
---	BOUNDARY LINE
---	100-YR FEMA FLOODPLAIN
---	ATLAS 14 100-YR FLOODPLAIN
---	OPEN SPACE
---	LANDSCAPE EASEMENT
---	WATER QUALITY EASEMENT
---	DRAINAGE EASEMENT
---	PUBLIC UTILITY EASEMENT
---	BUILDING LINE SETBACK
---	MAILBOX KIOSK

**TOTAL OF LOTS**

SINGLE FAMILY LOTS:	268
O.S., W.Q.E., D.E., P.U.E. & L.S.E. LOTS:	3
O.S., D.E., P.U.E. & L.S.E. LOTS:	1
O.S., P.U.E. & L.S.E. LOTS:	11



SANTA RITA KC LLC  
(100.844 AC)  
DOC NO 2023101940

EXISTING SANTA RITA RANCH  
PHASE 6 SECTION 1  
DOC NO. 2023104032

EXISTING SANTA RITA RANCH  
PHASE 4 SECTION 2  
DOC NO. 2021175313

EXISTING MORNINGSTAR  
PHASE 4 SECTION 3  
DOC NO 2022046849

EXISTING MORNINGSTAR  
PHASE 3 SECTION 4 AND  
PHASE 4 SECTIONS 1&2  
DOC NO 2021003122

EXISTING MORNINGSTAR  
PHASE 3 SECTION 3  
DOC NO 2020055595

DESIGNED BY: SPC	DRAFTED BY: MB
DATE 2/17/2024	
REVISION	
<b>Carlson, Brigrance &amp; Doering, Inc.</b> Civil Engineering & Surveying FIRM ID #E3791 5501 West Williams Canyon Dr. Austin, Texas 78750 Phone No. (512) 280-5160 Fax No. (512) 280-5165	
SHEET NAME: PRELIMINARY PLAT 100 SCALE	JOB NAME: SANTA RITA RANCH PHASE 7B
PROJECT: PRELIMINARY PLAT	
DATE: FEB 2024	
JOB NUMBER: 5461	
SHEET 4 OF 4	
SHEET NO. 4	

FILE PATH: J:\CADD\5461\5461-5461-PRELIMINARY PLAT.dwg - Mar 18, 2024 - 8:42pm

**Commissioners Court - Regular Session**

**14.**

**Meeting Date:** 03/26/2024

Replat of Lots 1-11 Blk H and Lots 1 2 & 13 Blk W of the Saddleback at Santa Rita Ranch Ph 1 Sec 2A subdivision – Pct 2

**Submitted For:** Robert Daigh

**Submitted By:** Adam Boatright, Infrastructure

**Department:** Infrastructure

**Agenda Category:** Consent

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the replat of Lots 1-11 Block H and Lots 1, 2, & 13 Block W of the Saddleback at Santa Rita Ranch Phase 1 Section 2A subdivision – Precinct 2.

**Background**

This replat consists of 12 single family lots, 3 open space/landscape/utility lots and no new roads. The purpose of this replat is to reconfigure lot lines between existing lots. No new lots are being created.

**Timeline**

2024-02-08 – initial submittal of the replat

2024-03-08 – 1st review complete with comments clear

2024-03-20 – receipt of replat with signatures

2024-03-21 – replat placed on the March 26, 2024 Commissioners Court agenda for consideration

**Fiscal Impact**

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

replat - SB at SRR 1-2A Lots 1-11 Blk H & Lots 1, 2, & 13 Blk W

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 03/21/2024

**Reviewed By**

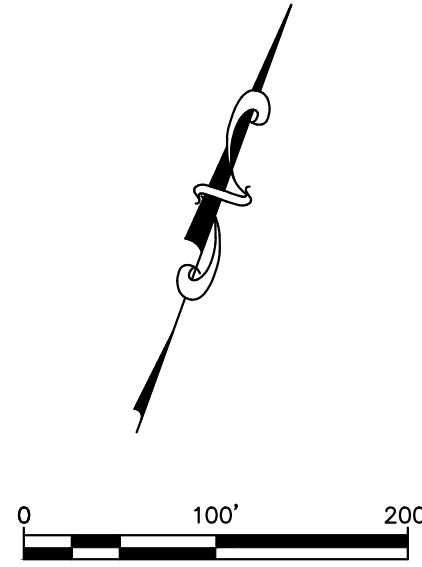
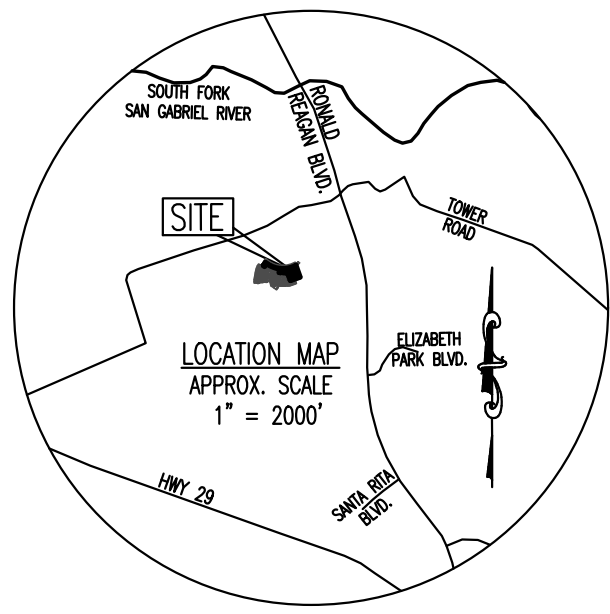
Becky Pruitt

**Date**

03/21/2024 11:30 AM

Started On: 03/21/2024 11:11 AM

# REPLAT OF SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A LOTS 1-11, BLOCK H, AND LOTS 1, 2, & 13, BLOCK W



### LEGEND

- 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- MATCH LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINE
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

TOTAL ACREAGE: 6.924 ACRES  
 SURVEY: B. MANLOVE SURVEY, ABSTRACT NO. 417

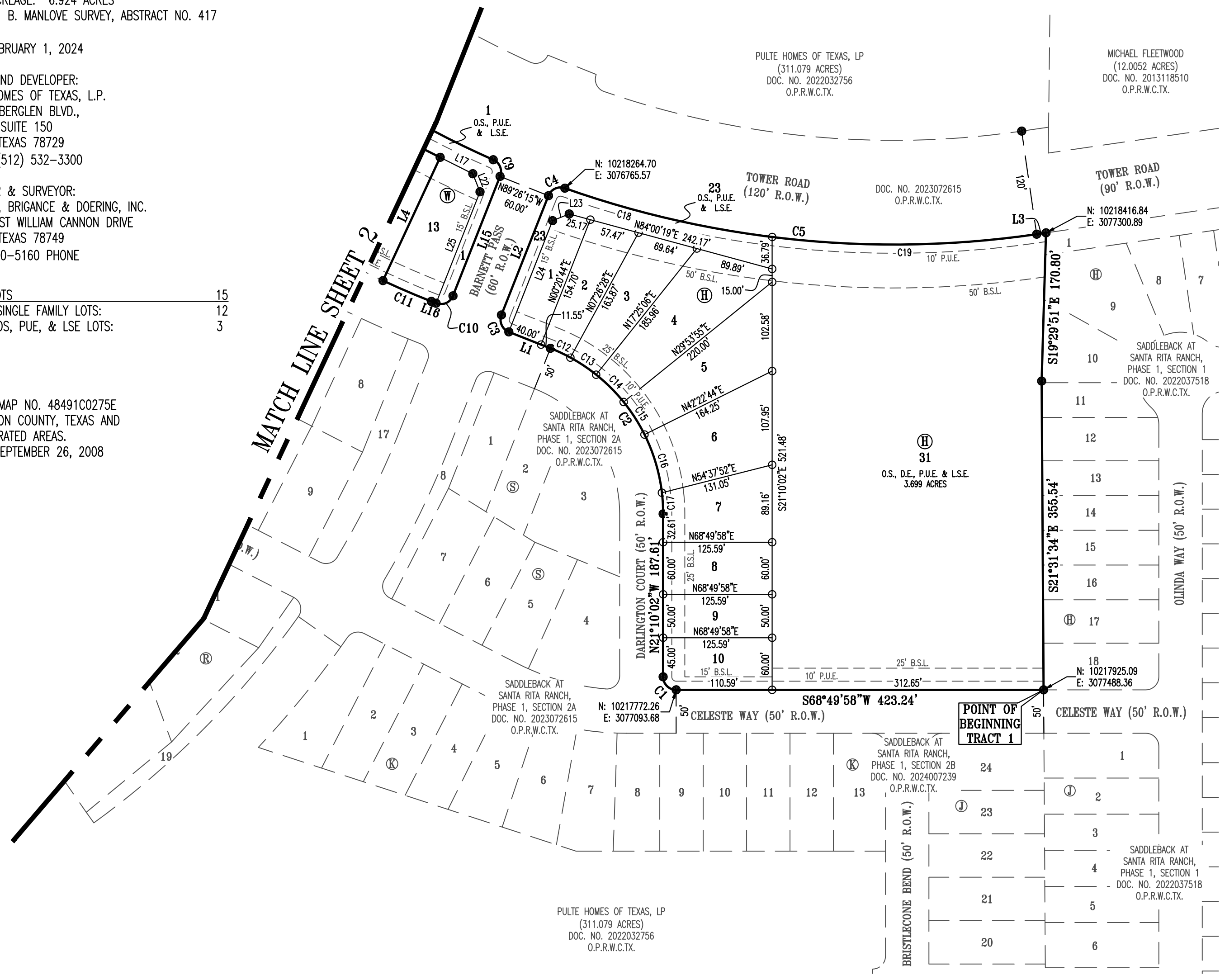
DATE: FEBRUARY 1, 2024

OWNER AND DEVELOPER:  
 PULTE HOMES OF TEXAS, L.P.  
 9401 AMBERGLEN BLVD.,  
 BLDG. I, SUITE 150  
 AUSTIN, TEXAS 78729  
 PHONE: (512) 532-3300

ENGINEER & SURVEYOR:  
 CARLSON, BRIGANCE & DOERING, INC.  
 5501 WEST WILLIAM CANNON DRIVE  
 AUSTIN, TEXAS 78749  
 (512) 280-5160 PHONE

TOTAL LOTS	15
NO. OF SINGLE FAMILY LOTS:	12
NO. OF OS, PUE, & LSE LOTS:	3

F.E.M.A. MAP NO. 48491C0275E  
 WILLIAMSON COUNTY, TEXAS AND  
 INCORPORATED AREAS.  
 DATED: SEPTEMBER 26, 2008



Line #	Length	Direction
L1	51.55	N89°39'16"W
L2	147.64	N00°20'44"E
L3	10.86	N60°32'52"E
L4	156.51	N03°44'01"E
L5	56.95	N84°28'21"W
L6	113.87	N78°52'00"W
L7	114.22	N73°15'21"W
L8	115.19	N67°36'45"W
L9	119.27	N61°52'06"W
L10	60.00	N58°22'54"W
L11	137.40	S31°37'06"W
L12	59.98	N58°22'54"W
L13	132.40	N31°37'06"E

Line #	Length	Direction
L14	109.25	S58°22'54"E
L15	147.87	S00°20'44"W
L16	5.90	N89°39'16"W
L17	42.05	S84°28'21"E
L18	21.03	N77°07'35"E
L19	45.00	S58°22'43"E
L20	77.67	N31°37'06"E
L21	15.00	S58°22'54"E
L22	22.43	S42°51'21"E
L23	20.70	N46°43'05"E
L24	137.63	N00°20'44"E
L25	137.88	S00°20'44"W

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	23.56	15.00	N66°10'02"W	21.21	15.00	90°00'00"
C2	245.04	205.00	N55°24'39"W	230.71	139.55	68°29'14"
C3	23.56	15.00	N44°39'16"W	21.21	15.00	90°00'00"
C4	23.02	15.00	N44°39'16"E	20.82	14.46	87°54'42"
C5	551.33	1140.00	N74°24'09"E	545.98	281.17	27°42'35"
C6	23.58	15.00	N13°24'56"W	21.23	15.02	90°04'04"
C7	23.56	15.00	N76°37'06"E	21.21	15.00	90°00'00"
C8	574.92	1140.00	S72°49'45"E	568.85	293.71	28°53'43"
C9	22.94	15.00	S43°27'56"E	20.77	14.39	87°37'21"
C10	23.56	15.00	S45°20'44"W	21.21	15.00	90°00'00"

Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C11	60.61	1025.00	N87°57'37"W	60.60	30.31	3°23'17"
C12	25.39	205.00	S86°06'24"E	25.37	12.71	7°05'44"
C13	35.70	205.00	S77°34'13"E	35.65	17.89	9°58'38"
C14	44.65	205.00	S66°20'30"E	44.57	22.42	12°28'49"
C15	44.65	205.00	S53°51'41"E	44.57	22.42	12°28'49"
C16	70.20	205.00	S37°48'39"E	69.86	35.45	19°37'14"
C17	24.45	205.00	S24°35'02"E	24.44	12.24	6°50'01"
C18	245.75	1140.00	N82°04'55"E	245.27	123.35	12°21'04"
C19	305.58	1140.00	N68°13'37"E	304.67	153.71	15°21'31"

SHEET NO. 1 OF 4

**Carlson, Brigance & Doering, Inc.**

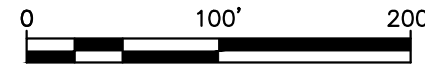
FIRM ID #F3791    REG. # 10024900

Civil Engineering 5501 West William Cannon Phone No. (512) 280-5160	Surveying Austin, Texas 78749 Fax No. (512) 280-5165
---	--

# REPLAT OF SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A LOTS 1-11, BLOCK H, AND LOTS 1, 2, & 13, BLOCK W

## LEGEND

- 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE" (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- MATCH LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- D.E. DRAINAGE EASEMENT
- B.S.L. BUILDING SETBACK LINE
- O.P.R.W.C.T.X. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



SCALE: 1" = 100'

J. HUMPHREYS SURVEY,  
ABSTRACT NUMBER 724

B. MANLOVE SURVEY,  
ABSTRACT NUMBER 417

J. B. ROBINSON SURVEY,  
ABSTRACT NUMBER 521

APPROXIMATE  
SB#1342E  
7708'

PULTE HOMES OF TEXAS, LP  
(311.079 ACRES)  
DOC. NO. 2022032756  
O.P.R.W.C.T.X.

SADDLEBACK AT  
SANTA RITA RANCH,  
PHASE 1, SECTION 2A  
DOC. NO. 2023072615  
O.P.R.W.C.T.X.

N: 10218320.92  
E: 3076006.17

N: 10218490.66  
E: 3076040.23

PULTE HOMES OF TEXAS, LP  
(311.079 ACRES)  
DOC. NO. 2022032756  
O.P.R.W.C.T.X.

N: 10218265.46  
E: 3076676.74

N: 10218089.80  
E: 3076608.58

POINT OF  
BEGINNING  
TRACT 2

PULTE HOMES OF TEXAS, LP  
(311.079 ACRES)  
DOC. NO. 2022032756  
O.P.R.W.C.T.X.

SHEET NO. 2 OF 4

**Carlson, Brigrance & 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

# REPLAT OF SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A LOTS 1-11, BLOCK H, AND LOTS 1, 2, & 13, BLOCK W

## METES AND BOUNDS

### TRACT 1

BEING ALL OF THAT CERTAIN 6.018 ACRE TRACT OF LAND, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 1 THROUGH 11, BLOCK H, SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023072615, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 6.018 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 NORTH LINE OF CELESTE WAY (50' R.O.W.), AT THE SOUTHEAST CORNER OF SAID LOT 7, SAME BEING THE SOUTHWEST CORNER OF LOT 18, BLOCK H, SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022037518, O.P.R.W.C.TX., FOR THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE NORTH LINE OF SAID CELESTE WAY AND THE SOUTH LINE OF SAID BLOCK H, S68°49'58"W, A DISTANCE OF 423.24 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE RIGHT, BEING AT THE INTERSECTION OF THE NORTH LINE OF SAID CELESTE WAY AND THE EAST LINE OF DARLINGTON COURT (50' R.O.W.), FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID DARLINGTON COURT AND SAID BLOCK H, THE FOLLOWING FOUR (4) COURSES:

- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N66°10'02"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE";
- 2) N21°10'02"W, A DISTANCE OF 187.61 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;
- 3) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 205.00 FEET, AN ARC LENGTH OF 245.04 FEET, AND A CHORD THAT BEARS N55°24'39"W, A DISTANCE OF 230.71 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AND;
- 4) N89°39'16"W, A DISTANCE OF 51.55 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE RIGHT, BEING AT THE SOUTHWEST CORNER OF SAID LOT 1 AND AT THE INTERSECTION OF THE NORTH LINE OF SAID DARLINGTON COURT AND THE EAST LINE OF BARNETT PASS (60' R.O.W.);

THENCE WITH THE COMMON LINE OF SAID BLOCK H AND SAID BARNETT PASS, THE FOLLOWING TWO (2) COURSES:

- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N44°39'16"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AND;
- 2) N00°20'44"E, A DISTANCE OF 147.64 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE RIGHT, SAME BEING AT THE INTERSECTION OF THE EAST LINE OF SAID BARNETT PASS AND THE SOUTH LINE OF TOWER ROAD (120' R.O.W.), FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE WEST LINE OF SAID BARNETT PASS, BEING AT THE NORTHEAST CORNER OF LOT 1, BLOCK W, SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, BEARS N89°26'15"W, A DISTANCE OF 60.00 FEET;

THENCE WITH THE COMMON LINE OF SAID TOWER ROAD AND SAID LOT 7, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.02 FEET, AND A CHORD THAT BEARS N44°18'05"E, A DISTANCE OF 20.82 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE LEFT;
- 2) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,140.00 FEET, AN ARC LENGTH OF 551.33 FEET, AND A CHORD THAT BEARS N74°24'09"E, A DISTANCE OF 545.98 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AND;
- 3) N60°32'52"E, A DISTANCE OF 10.86 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHEAST CORNER OF SAID LOT 7, SAME BEING THE NORTHWEST CORNER OF LOT 1, BLOCK H, SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID LOT 7 AND SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 1, THE FOLLOWING TWO (2) COURSES:

- 1) S19°29'51"E, A DISTANCE OF 170.80 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE";
- 2) S21°31'34"E, A DISTANCE OF 355.54 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.018 ACRES OF LAND.

### TRACT 2

BEING ALL OF THAT CERTAIN 0.906 ACRE TRACT OF LAND, SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF LOTS 1, 2, AND 13, BLOCK W, SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023072615, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.906 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 NORTH LINE OF KESWICK STREET (50' R.O.W.), AT THE SOUTHWEST CORNER OF SAID LOT 13, SAME BEING THE SOUTHEAST CORNER OF LOT 12, BLOCK W, SAID SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, FOR THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID LOT 12 AND SAID LOT 13, N03°44'01"E, A DISTANCE OF 156.51 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE SOUTH LINE OF SAID LOT 1, BEING AT THE NORTHWEST CORNER OF SAID LOT 13, SAME BEING AT THE NORTHEAST CORNER OF SAID LOT 12;

THENCE WITH THE SOUTH LINE OF SAID LOT 1 AND THE NORTH LINE OF LOTS 12 THROUGH 3, BLOCK W, SAID SANTA RITA RANCH PHASE 1, SECTION 2A, THE FOLLOWING SIX (6) COURSES:

- 1) N84°28'21"W, A DISTANCE OF 56.95 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE";
- 2) N78°52'00"W, A DISTANCE OF 113.87 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE";
- 3) N73°15'21"W, A DISTANCE OF 114.22 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE";
- 4) N67°36'45"W, A DISTANCE OF 115.19 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE";
- 5) N61°52'06"W, A DISTANCE OF 119.27 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AND;
- 6) N58°22'54"W, A DISTANCE OF 60.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHWEST CORNER OF SAID LOT 3, SAME BEING THE NORTHEAST CORNER OF SAID LOT 2;

THENCE WITH THE COMMON LINE OF SAID LOT 2 AND SAID LOT 3, S31°37'06"W, A DISTANCE OF 137.40 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE NORTH LINE OF SAID KESWICK STREET AT THE SOUTHEAST CORNER OF SAID LOT 2, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE WITH THE COMMON LINE OF SAID LOT 2 AND SAID KESWICK STREET, N58°22'54"W, A DISTANCE OF 59.98 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE RIGHT, BEING AT THE INTERSECTION OF THE NORTH LINE OF SAID KESWICK STREET AND THE EAST LINE OF ARCHWAY LANE (60' R.O.W.), FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE WEST LINE OF SAID LOT 2, WITH THE WEST LINE OF SAID LOT 1, AND WITH THE EAST LINE OF SAID ARCHWAY LANE, THE FOLLOWING TWO (2) COURSES:

- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.58 FEET, AND A CHORD THAT BEARS N13°24'56"W, A DISTANCE OF 21.23 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", AND;
- 2) N31°37'06"E, A DISTANCE OF 132.40 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE RIGHT, BEING AT THE INTERSECTION OF THE EAST LINE OF SAID ARCHWAY LANE AND THE SOUTH LINE OF TOWER ROAD (120' R.O.W.), FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID LOT 1 AND SAID TOWER ROAD, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N76°37'06"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE";
- 2) S58°22'54"E, A DISTANCE OF 109.25 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE LEFT; AND;
- 3) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,140.00 FEET, AN ARC LENGTH OF 574.92 FEET, AND A CHORD THAT BEARS S72°49'45"E, A DISTANCE OF 568.85 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE RIGHT, BEING AT THE INTERSECTION OF THE SOUTH LINE OF SAID TOWER ROAD AND THE WEST LINE OF BARNETT PASS (60' R.O.W.);

CONTINUED

## METES AND BOUNDS (CONTINUED)

THENCE WITH THE EAST LINE OF SAID LOT 1, WITH THE EAST LINE OF SAID LOT 13, AND WITH THE WEST LINE OF SAID BARNETT PASS, THE FOLLOWING TWO (2) COURSES:

- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 22.94 FEET, AND A CHORD THAT BEARS S43°27'56"E, A DISTANCE OF 20.77 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND;
- 2) S00°20'44"W, A DISTANCE OF 147.87 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE RIGHT, BEING AT THE INTERSECTION OF THE WEST LINE OF SAID BARNETT PASS AND THE NORTH LINE OF SAID KESWICK STREET, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID LOT 13 AND SAID KESWICK STREET, THE FOLLOWING THREE (3) COURSES:

- 1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S45°20'44"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE";
- 2) N89°39'16"W, A DISTANCE OF 5.90 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE BEGINNING OF A CURVE TO THE RIGHT, AND;
- 3) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,025.00 FEET, AN ARC LENGTH OF 60.61 FEET, AND A CHORD THAT BEARS N87°57'37"W, A DISTANCE OF 60.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.906 ACRE OF LAND.

ACREAGE TABLE
TRACT 1 - 6.018 ACRES
TRACT 2 - 0.906 ACRES
TOTAL - 6.924 ACRES

## GENERAL PLAT NOTES:

1. BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PROPOSED ROADWAY AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

## DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. 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.

## WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM. 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 19H/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19H/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 ALONG & ADJACENT TO ALL STREET RIGHT-OF-WAY.

SHEET NO. 3 OF 4




J:\AC3D\5341\Survey\RE-PLAT - SADDLEBACK SRR 1-2A

**REPLAT OF SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A LOTS 1-11, BLOCK H,  
AND LOTS 1, 2, & 13, BLOCK W**

STATE OF TEXAS           §  
   §     KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON   §

I, STEPHEN ASHLOCK, VICE PRESIDENT, PULTE HOMES OF TEXAS, LP, OWNER OF 6.924 ACRES, BEING ALL OF LOTS 1-11, BLOCK H, AND LOTS 1, 2, & 13, BLOCK W, SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023072615, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, CONVEYED IN DOCUMENT NUMBER 2022032756, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 6.924 ACRE 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,

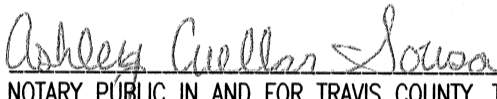
**REPLAT OF SADDLEBACK AT SANTA RITA RANCH PHASE 1, SECTION 2A  
LOTS 1-11, BLOCK H, AND LOTS 1, 2, & 13, BLOCK W**

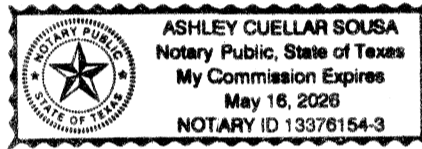
  
BY: STEPHEN ASHLOCK, VICE PRESIDENT  
PULTE HOMES OF TEXAS, L.P.  
9401 AMBERGLEN BLVD., BLDG. I, SUITE 150  
AUSTIN, TEXAS 78729  
PHONE: (512) 532-3300

STATE OF TEXAS:       §  
COUNTY OF WILLIAMSON:   §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEPHEN ASHLOCK, 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 11<sup>th</sup> DAY OF March, 2024 A.D.

  
NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, TEXAS




THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

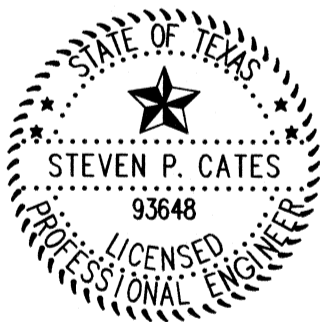
THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:       §  
COUNTY OF TRAVIS:   §

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.


ENGINEERING BY:  3/11/2024  
STEVEN P. CATES, P.E. NO. 93648                                     DATE  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE,  
AUSTIN, TEXAS 78749



CARLSON, BRIGANCE, & DOERING, INC.  
ID # F3791

STATE OF TEXAS:       §  
COUNTY OF TRAVIS:   §

I, ERIC J. DANNHEIM, 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 LISTED ON TITLE REPORT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, G.F. NO. 2160726-COM, EFFECTIVE DATE SEPTEMBER 17, 2021, WHICH AFFECT THE SUBJECT PLAT ARE SHOWN OR NOTED ON THE PLAT. DATE OF SURVEY 8/9/2023.

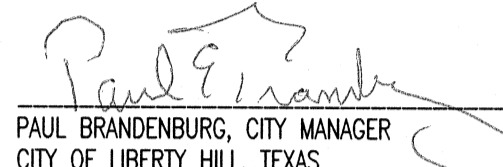
SURVEYED BY:  3/4/24  
ERIC J. DANNHEIM, R.P.L.S. NO. 6075                                     DATE  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE,  
AUSTIN, TEXAS 78749  
EDANNHEIM@cbdeng.com




IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS 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 STREETS, 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 AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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.

 3/12/2024  
PAUL BRANDENBURG, CITY MANAGER                                     DATE  
CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 11<sup>th</sup> DAY OF March, 2024 A.D.

  
WILLIAMSON COUNTY ADDRESSING COORDINATOR  
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Teresa Baker

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, THAT 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 PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

\_\_\_\_\_  
BILL GRAVELL, JR., COUNTY JUDGE                                     DATE  
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS           §  
   §     KNOW ALL MEN BY THESE PRESENTS;  
COUNTY OF WILLIAMSON   §

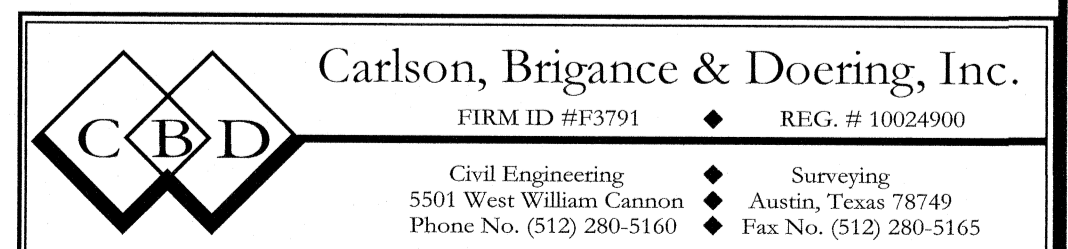
I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M., AND DULY RECORDED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D., AT \_\_\_\_\_ O'CLOCK, \_\_\_\_M., IN THE PLAT RECORDS OF SAID COUNTY IN INSTRUMENT NUMBER \_\_\_\_\_.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT  
OF WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_ DEPUTY

**SHEET NO. 4 OF 4**



**Commissioners Court - Regular Session**

15.

**Meeting Date:** 03/26/2024

Hutto Education Foundation

**Submitted For:** Russ Boles

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

**Department:** Commissioner Pct. #4

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss and take appropriate action on the distribution of funds for the Hutto Education Foundation

**Background**

The Hutto Education Foundation (HEF) provides grants and scholarships to students, teachers, and faculty members in Hutto ISD. HEF is a conduit for the distribution of funds allocated by the Commissioners Court to the Hutto Education Foundation. Per the Memorandum of Understanding between the Commissioners Court and HEF, we have an agreement that up to One Percent (1%) or no less than \$20,000 of Solid Waste Fees shall be transferred to the Hutto Education Foundation at the Commissioners Court's discretion, that 25% or a minimum of \$20,000 of the Solid Waste Fees received goes into the Permanent Endowment Fund. The recommendation for last year was \$225,000 in total, with \$220,000 going toward the Endowment Fund. 2020-2021 the organization met the minimum fund balance and was able to utilize the available interest for its scholarship program. HEF funded \$30,500 in scholarships to Hutto ISD graduating students and renewal students and funded ALL eligible TSTC applicants in their 3rd & 4th semester, totaling \$6,000 to TSTC Foundation to distribute. This year's recommendation is \$250,000 to be divided as follows: \$245,000 for the Endowment Fund. \$5,000 for administration expenses.

**Fiscal Impact**

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

Wilco WM Endowment/HEF

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Amalia Puentes-Zuazua

Final Approval Date: 03/11/2024

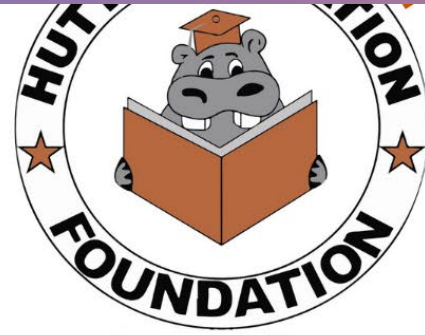
**Reviewed By**

Becky Pruitt

**Date**

03/11/2024 04:10 PM

Started On: 03/11/2024 10:34 AM



# #MAKEWAVES

Hutto Education Foundation



# **Hutto Education Foundation Endowment Update**

Funding Update and Request for 2023-2024

# Endowment History

- Hutto Education Foundation was established in 2006. Our mission is to partner with Hutto ISD to enrich, enhance, and maximize the quality of education by providing grants & scholarships to teachers, staff and students.
- The Solid Waste Founding Agreement with WILCO was established in 2011. Since 2015, all funds donated have gone to our Endowment Fund.
- Commissioner Ron Morrison was a passionate supporter of higher education. His vision was to see our organization grow our endowment to \$1 million to provide a forever fund for students in Hutto ISD.

# Scholarships for HHS Seniors

**Endowment:** The objective of this endowment is to utilize the earnings on invested funds to create scholarships, enabling our students to pursue education at either a 2-year or 4-year college, university, or an accredited technical school. We established the endowment in 2011 and have seen significant advancement thanks to the consistent deposits from YOU over the years!

## 2022-2023 School Year

HEF awarded:

- 14 Hutto High School graduating senior scholarships at \$22,000
- Wayne Gonzalez Memorial Scholarship to one recipient - \$500
- 7 returning scholarship recipients at \$8,000



# Hutto Education Foundation Scholarship

## with the TSTC Foundation

In October 2023, HEF and the TSTC Foundation modified the original scholarship MOU. The Hutto Education Foundation Scholarship was officially established in the amount of \$6,000, and the agreement was executed. Terms of the agreement nullify the MOU but follow closely what was agreed upon from the beginning.

Eligibility criteria is as follows:

- Recipient must be enrolled at the TSTC Hutto campus and be a Hutto ISD graduate.
- Must be meeting a minimum 2.5 GPA.
- Must be in their 3<sup>rd</sup> semester at TSTC.

Recipient selection and awarding will be as follows:

- Recipient(s) will be selected upon completion of the online scholarship portal application.
- Scholarship awards will be made to the recipients' TSTC account.
- Award amount will be \$1,000 (\$500 per semester split between TSTC and HEF).

# HEF Endowment Management

- Endowment Committee Members: Caleb Steed, Claudia Cardwell, Grant Seabourne, First Texas Trust, Jayson Feltner, Jeffri Orosco, Ryan Robison, Jill Rydell
- HEF Endowment Committee created an Agency Fund to hold the earnings that are pulled from the Endowment each year.
- For security in an ever-changing market, HEF has 5 years worth of scholarships (\$35,000 for each year) in the Agency Fund.
  - Provides a safety net for when there are major downturns in markets
- Endowment Committee meets once a month to review statements and compliance.
- First Financial Trust (Portfolio Manager) joins Endowment Committee quarterly and HEF Board annually.
- \$3,500 is being used for the audit every 2 years.
- Up to 10% of the funds collected in excess of the Minimum Annual Investment Amount will be put towards any partnerships with East Williamson County Higher Education Center (EWCHEC)



## HEF Endowment Monthly Summary

Oct-23	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
<b>FFT</b>	\$ 1,652,059.05	\$ 1,606,134.01	\$ 3,935.13	(\$37,459.58)	(\$1,102.65)	(\$35,000.00)	\$ 1,536,506.91	-2.20%
HEF Endowment	\$ 1,379,750.00	\$ 1,287,612.35	\$ 3,121.32	(\$31,155.04)	(\$865.60)	\$0.00	\$ 1,258,713.03	-2.30%
HEF Agency	\$ 173,309.05	\$ 217,114.32	\$ 599.69	(\$4,239.15)	(\$152.88)	(\$35,000.00)	\$ 178,321.98	-1.78%
HEF LTS	\$ 77,000.00	\$ 79,778.53	\$ 180.42	(\$1,480.67)	(\$61.44)	\$0.00	\$ 78,416.84	-1.74%
Gonzalez Scholarship	\$ 11,000.00	\$ 10,902.22	\$ 25.95	(\$294.76)	(\$7.26)	\$0.00	\$ 10,626.15	-2.60%
Rotary Foundation	\$ 11,000.00	\$ 10,726.59	\$ 7.75	(\$289.96)	(\$15.47)	\$0.00	\$ 10,428.91	-2.85%

Sep-23	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
<b>FFT</b>	\$ 1,652,059.05	\$ 1,659,793.98	\$ 3,861.03	(\$56,400.04)	(\$1,120.96)	\$0.00	\$ 1,606,134.01	-3.34%
HEF Endowment	\$ 1,379,750.00	\$ 1,331,820.85	\$ 2,949.48	(\$46,276.98)	(\$881.00)	\$0.00	\$ 1,287,612.35	-3.43%
HEF Agency	\$ 173,309.05	\$ 223,128.88	\$ 584.68	(\$6,444.45)	(\$154.79)	\$0.00	\$ 217,114.32	-2.77%
HEF LTS	\$ 77,000.00	\$ 82,293.41	\$ 269.28	(\$2,722.04)	(\$62.12)	\$0.00	\$ 79,778.53	-3.15%
Gonzalez Scholarship	\$ 11,000.00	\$ 11,261.77	\$ 24.66	(\$376.82)	(\$7.39)	\$0.00	\$ 10,902.22	-3.30%
Rotary Foundation	\$ 11,000.00	\$ 11,289.07	\$ 32.93	(\$579.75)	(\$15.66)	\$0.00	\$ 10,726.59	-5.24%

Aug-23	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
<b>FFT</b>	\$ 1,652,059.05	\$ 1,687,543.92	\$ 2,571.22	\$ (29,200.98)	(\$1,120.18)	\$0.00	\$ 1,659,793.98	-1.67%
HEF Endowment	\$ 1,379,750.00	\$ 1,355,087.09	\$ 1,992.40	(\$24,378.25)	(\$880.39)	\$0.00	\$ 1,331,820.85	-1.75%
HEF Agency	\$ 173,309.05	\$ 226,211.25	\$ 437.82	(\$3,365.57)	(\$154.62)	\$0.00	\$ 223,128.88	-1.38%
HEF LTS	\$ 77,000.00	\$ 83,329.64	\$ 114.70	(\$1,088.79)	(\$62.14)	\$0.00	\$ 82,293.41	-1.26%
Gonzalez Scholarship	\$ 11,000.00	\$ 11,405.09	\$ 18.80	(\$154.77)	(\$7.35)	\$0.00	\$ 11,261.77	-1.27%
Rotary Foundation	\$ 11,000.00	\$ 11,510.85	\$ 7.50	(\$213.60)	(\$15.68)	\$0.00	\$ 11,289.07	-1.96%

# HEF Endowment Fund Overview

Initial Contribution	\$20,000
November 2011	\$22,500
December 2012	\$26,250
June 2014	\$87,000
October 2015	\$86,500
October 2016	\$91,500
December 2017	\$146,500
December 2018	\$146,500
December 2019	\$166,500
October 2020	\$175,000
November 2021	\$200,000
November 2022	\$225,000

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<b>TOTAL CONTRIBUTIONS</b>	<b>\$1,393,250</b>
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# Other HEF Programs

Along with our Annual Corporate Partners, Employee Giving Campaign and support from Friends, Family and Community members, HEF's programs are thriving and supporting the innovation that makes Hippo Nation a leading district.

## Excellence In Education Teacher and Faculty Grants:

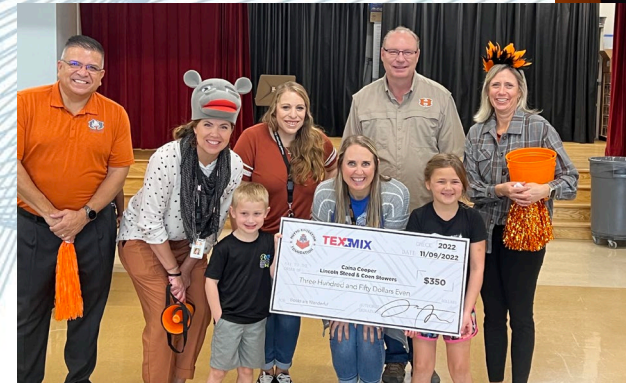
This year, HEF awarded 34 innovative grants totaling \$120,000.

## SPARK Mini Grants:

Because of the generosity of the W.D. Kelley Foundation, HEF was able to fund 100% of our SPARK Mini Grants - including a surprise second round. There were 32 Spark Grants totaling \$8,700.

## Student IMPACT Grants:

This year, HEF has planned to award \$5,000 in Student IMPACT Grants in early December 2023.



# HEF Fund Request

- For 2023-2024 Hutto Education Foundation is requesting \$250,000.

## HEF's GOAL

- To have perpetual scholarship funds that will impact Hutto ISD students forever
- To have the ability to continue providing opportunities to students & faculty members at the same rate our community is growing
- To continue shaping and nurturing the partnerships with East Williamson County Higher Education Center – TSTC and Temple College – for our Hutto ISD graduates

**Commissioners Court - Regular Session**

**16.**

**Meeting Date:** 03/26/2024

ESD #12 Appointment - Bob McBride

**Submitted For:** Cynthia Long

**Submitted By:** Pierce Kathy, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on the appointment of Bob McBride, Jr. to Place #2 on the Emergency Services District (ESD) #12 Board of Directors, filling a vacant two-year term, effective immediately and ending on December 31, 2025.

**Background**

**Fiscal Impact**

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

Bio McBride

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 10:23 AM

Started On: 03/18/2024 03:33 PM

**Bob McBride Bio**  
**Applicant for ESD #12 Board**  
Chuck's Aircraft, LLC  
Austin Executive Airport  
6200 Aviation Drive, Hanger AC101A  
Pflugerville, Texas 78660

Robert (Bob) McBride, Jr. is the son of a retired US Air Force Colonel and aviation is in his DNA. He is a businessman, pilot and active member of the Cedar Park community, making his home here for more than thirty years. He is the owner and manager of Chuck's Aircraft, LLC and is passionate about the "art" of aircraft maintenance, striving to deliver quality and confidence to every customer that they serve. As a business owner, Bob is detailed oriented, skilled at finances, budgets, communication skills, and providing quality oversight and outstanding customer service. He has more than 40 years of experience in aircraft piloting and maintaining aircraft. He has won four "Bronze Lindy's" for aircraft restoration and preservation at the Experimental Aircraft Association (EAA) Oshkosh Air Show. A Bronze Lindy is a big honor, as the EAA is an international community of more than 240,000 members that meets annually at EAA AirVenture at Wittman Regional Airport in Oshkosh, Wisconsin, with some 650,000 enthusiasts and 12,000 aircraft attending. Bob has been on the cover and featured in both the Cessna Pilots Association and the Cessna Owners magazines.

Bob has lived at Breakaway Park in Cedar Park, a residential airport community, for many years. He raised two daughters there and both girls continue to be nearby. The girls were active in LISD activities and Bob was an avid member of the Band and Dance Booster clubs. He enjoys reading and traveling with his daughters.

**Commissioners Court - Regular Session**

17.

**Meeting Date:** 03/26/2024

Public Hearing - Veterinarian

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

**Department:** Animal Services

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Conduct a public hearing relating to a request from Animal Services to add additional funding for the position of Veterinarian.

**Background**

Conduct a public hearing relating to a request from Animal Services to add additional funding for the position of Veterinarian and discuss (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

1. The reason for the additional funding request is to hire a qualified Veterinarian and perform spay and neuter surgeries, as well as other procedures, with in-house staff. The public will be well served by the role this position will play in controlling the animal population and providing quality care for the animals within the Shelter. The Animal Shelter Board is in support of this request.
2. The additional funding will be provided through donations in the amount \$17,318.00, which will be paid through the normal bi-weekly payroll. No general fund dollars are needed.

**Fiscal Impact**

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

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 10:23 AM

Started On: 03/19/2024 08:25 AM

**Commissioners Court - Regular Session**

**18.**

**Meeting Date:** 03/26/2024

Additional Funding for Veterinarian

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

**Department:** Animal Services

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on additional funding for PCN1886, Veterinarian.

**Background**

The position has been vacant for approximately 450 days with a minimal number of applicants. The position has been posted at \$118,666.18 which is 15% over the minimum of a Grade B.39. We would like to offer one of the applicants the position at a salary of \$133,666.18 plus fringe. An additional item is on the agenda for the line item transfer, from 409, if approved.

**Fiscal Impact**

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

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 10:24 AM

Started On: 03/19/2024 08:27 AM

**Commissioners Court - Regular Session**

**19.**

**Meeting Date:** 03/26/2024

Line Item Transfer for Animal Shelter

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

**Department:** Animal Services

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer from Animal Services.

**Background**

This transfer will allow the additional funding needed for the Veterinarian position, if previously approved.

**Fiscal Impact**

<b>From/To</b>	<b>Acct No.</b>	<b>Description</b>	<b>Amount</b>
From	0546.0546.004100	Professional Services	\$17,318.00
To	0545.0545.001100	FT Salaries	\$14,000.00
To	0545.0545.002010	FICA	\$1071.00
To	0545.0545.002020	Retirement	\$2,247.00

**Attachments**

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Misty Valenta

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

Saira Hernandez

**Date**

03/21/2024 11:36 AM

03/21/2024 12:07 PM

Started On: 03/19/2024 08:30 AM

**Commissioners Court - Regular Session**

20.

**Meeting Date:** 03/26/2024

Purchasing Department Career Ladder

**Submitted For:** Joy Simonton

**Submitted By:** Joy Simonton, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a career ladder for the Purchasing Department.

**Background**

Career ladder attached for review.

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**Fiscal Impact**

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

Purchasing Department Career Ladder

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**Form Review**

**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 03/21/2024

**Reviewed By**

Joy Simonton

Becky Pruitt

**Date**

03/20/2024 01:37 PM

03/21/2024 10:12 AM

Started On: 03/06/2024 02:49 PM



Jan-24

**Purchasing Department Job Families and Career Ladder - Non-Management**

Career Ladder	Title	Salary Grade	Criteria
Purchasing	Specialist I	B.23	Entry level position. High school or equivalent with 3-years related experience. or Assoc. degree with 1-year related experience. Oracle approval limit: \$25,000
	Specialist II	B.24	High school or equivalent with 4-years related experience. or Assoc. degree with 2-years related experience. or equivalent combination of education and experience. Oracle approval limit: \$50,000
	Sr. Purchasing Specialist	B.26	Assoc. degree with 4-years related experience. or equivalent combination of education and experience. One year of demonstrated lead or supervisory experience. Performs complex formal solicitations. Expert knowledge of county level procurement. Certification within two years: CPPB Oracle approval limit: \$100,000
Contracts and Programs	Contracts Specialist	B.26	High school or equivalent with 5-years related experience. or equivalent combination of education and experience. Two years of contract administration experience. Ability to administrate daily Pcard service requests.
	Contracts Specialist II	B.27	High school or equivalent with 5-years related experience. or equivalent combination of education and experience. Three years of contract administration experience. Ability to administrate daily Pcard service requests. Ability to administrate multiple countywide programs.
	Sr. Contract Specialist	B.28	Hi school or equivalent with 6-years in related experience. or equivalent combination of education and experience. Expert knowledge of county level contract administration. Ability to oversee county Pcard program and contract renewal process. Three years of contract administration experience. Ability to provide oversight and quality control to multiple countywide programs. One year of demonstrated lead or supervisory experience. Certification within two years: CPPB

**Commissioners Court - Regular Session**

21.

**Meeting Date:** 03/26/2024

Civil Service Commission

**Submitted By:** Becky Pruitt, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an appointment to the Civil Service Commission.

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 11:30 AM

Started On: 03/21/2024 11:15 AM

**Commissioners Court - Regular Session**

22.

**Meeting Date:** 03/26/2024

Bickerstaff Heath Engagement

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

**Department:** General Counsel

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in legal matters relating to Municipal Utility Districts and Water Quality in Williamson County, Texas, to include but not be limited to representing Williamson County before the TCEQ; 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**

**Fiscal Impact**

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

Bickerstaff, Heath, Delgado, Acosta Engagement - MUDs Water Quality

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 10:22 AM

Started On: 03/18/2024 10:13 AM

# Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

## ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County, Texas.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Emily Rogers, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16<sup>th</sup> of the month and ends on the 15<sup>th</sup> of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do

we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you, please sign this agreement and return it to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

**AGREED TO AND ACCEPTED**

Williamson County, Texas

BICKERSTAFF HEATH DELGADO ACOSTA LLP

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

By: *Emily W. Rogers*  
Emily Rogers - Managing Partner

\_\_\_\_\_  
[Printed name]

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

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

cc: Billing Department

**Exhibit A – Scope of Services**  
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Legal matters relating to Municipal Utility Districts and Water Quality in Williamson County, Texas, to include but not be limited to representing the County before the TCEQ.
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

**Exhibit B – Billing Rates**  
Bickerstaff Heath Delgado Acosta LLP

<b>TIMEKEEPER</b>	<b>2024 Billing Rate</b>
Albright, Stefanie	\$385
Arnold, Philip	\$385
Caputo, Cobby	\$435
Gonzalez, Vanessa	\$400
Heath, Bob	\$510
Katz, Joshua	\$385
Kimbrough, Chuck	\$355
Maxwell, Susan	\$400
Miller, Gregory	\$385
Rogers, Emily	\$400
Russell, Claudia	\$395
Seaquist, Gunnar	\$385
Than, Catherine	\$400
Weller, Steven	\$395
Kelley, Kimberly	\$310
Labashosky, Sara	\$320
Robinson, Lori	\$335
Caroom, Doug	\$470
Delgado, Hector	\$455
Dugat, Bill	\$405
Falk, Syd	\$470
Pagan, Kevin	\$420
Legal Assistants/Specialists	\$210
McCall, Sherry	\$260

**Exhibit C—Client Costs Advanced**  
Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

**Exhibit D—Verification Required by Texas Government Code Chapter 2271  
Bickerstaff Heath Delgado Acosta LLP**

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY:

*Emily W. Rogers*  
\_\_\_\_\_  
Emily Rogers  
March 13, 2024

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and Williamson County, Texas.

**Commissioners Court - Regular Session**

23.

**Meeting Date:** 03/26/2024

Urban Area Security Initiative Federal grant for County Sheriff

**Submitted For:** Mike Gleason

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action authorizing the Williamson County Sheriff's Office to apply for funding through the Urban Area Security Initiative Federal Fiscal Year 2024-Regular Projects (UASI-R) grant.

**Background**

The Sheriff's Office is seeking approval to apply for \$264,390.00 through the Urban Area Security Initiative Federal Fiscal Year 2024-Regular Projects (UASI-R) grant. Funds awarded will be used to purchase night vision goggles for the SWAT unit. This grant requires no match. A resolution is required.

Staff recommends the following action: Approve the Sheriff's Office to apply for the UASI-R grant and authorize appropriate County department personnel to complete documentation relevant to the implementation of the grant.

**Fiscal Impact**

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

Grants Management Request  
Resolution

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 11:38 AM

Started On: 03/20/2024 03:50 PM

Grant Title/Project Name:	Night Vision
Department:	Sheriff's Office
Requestor:	Dana Foster
Contact Email:	dfoster@wilco.org
Contact Phone Number:	512-943-1168
Start Date:	10/1/2024
End Date:	9/30/2025
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	Purchase 25 night vision goggle sets for SWAT team use.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	\$264,390.00
Please provide a breakdown of the total cost above.	25 night vision goggles - \$247,500; 50 black out training filters - \$3,190; 25 breakaway base/magnet - \$13,700. Total of \$264,390
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	There are no comparable items available to the SWAT unit.
How is this asset request different from any similar assets currently in the County and/or region?	NA
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	These would be used for high-risk, nighttime operations.
How often do these events occur?	Approximately 38 per year
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	N/A
Where will the asset be stored?	Each SWAT member will be issued a set.
What is the useful life of the asset?	Approximately 10 years.
Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours	NA

and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	No
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	No
How will this asset be funded when the grant ends?	Grants will be pursued. If funds are not awarded, replacements will be sought through the normal budget process.
What is the impact if the grant is not received?	Without the use of night vision during nighttime operations, there is lower effectiveness and a higher risk to law enforcement and the public.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	

Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	NA
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	NA
What is the cost and frequency to maintain/update the additional equipment?	NA
What is the impact of this grant application on other internal/county departments?	Required reporting and tracking of finances traditionally needed for grants.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	NA
Is this a new program to your department/office?	Yes
Please provide data points to be collected to show program success	Data collected will include the number of night vision goggles ordered, received, the number of people they are issued to, and trained in the use of them.
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	125
Version	1.0
Attachments	False
Created	3/20/2024 11:21 AM
Created By	Dana Foster
Modified	3/20/2024 11:21 AM
Modified By	Dana Foster

## IN THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

**WHEREAS**, The Williamson County Commissioners Court finds it in the best interest of the citizens of Williamson County, that the Night Vision program be operated for the fiscal year 2025; and

**WHEREAS**, Williamson County Commissioners Court agrees to provide applicable matching funds for the said project as required by the Homeland Security Grant Program grant application; and

**WHEREAS**, Williamson County Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Williamson County Commissioners Court assures that the funds will be returned to the Office of the Governor in full.

**WHEREAS**, Williamson County Commissioners Court designates the Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that Williamson County Commissioners Court approves submission of the grant application for the Night Vision program to the Office of the Governor.

Resolved this 26th of March 2024.

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Williamson County Judge

**Commissioners Court - Regular Session**

**24.**

**Meeting Date:** 03/26/2024

Approval of Purchase for New Chevy Tahoe Upfittings from Dana Safety Supply, Inc. for the Constable Precinct #1

**Submitted For:** Joy Simonton

**Submitted By:** Koren Shannon, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase between Williamson County and Dana Safety Supply, Inc. for the amount of \$24,563.28 pursuant to TIPS contract #210102, and authorizing the execution of the Purchase.

**Background**

The approval of this purchase will benefit the Williamson County Constable Precinct #1 Department with the upfittings installed in the 2024 Chevy Tahoe recently purchased. The attached quote contains the details of the materials and installation. Funding source is 01.0100.0560.005700 as per FY23 budget. The department point of contact is Patrick Youngren.

**Fiscal Impact**

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

Dana Safety Supply Quote 1  
1295 Form Redacted

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Koren Shannon  
Final Approval Date: 03/21/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

03/20/2024 01:39 PM  
03/21/2024 10:19 AM  
Started On: 03/11/2024 01:28 PM



DANA SAFETY SUPPLY, INC  
 4809 KOGER BLVD  
 GREENSBORO, NC 27407

# Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCOPCT1

**Bill To**

Williamson County Precinct 1  
 1801 E Old Settlers Blvd Ste 105  
 Round Rock, TX 78664

**Ship To**

(For Pickup)  
 ROUND ROCK WAREHOUSE  
 900 E Old Settlers Blvd Ste 400 Bldg 4  
 Round Rock, TX 78664

Contact: Patrick Youngren  
 Telephone: 512-244-8661

Contact: scott beal  
 Telephone: 682-888-4235

E-mail: patrick.youngren@wilco.org

E-mail: sbeal@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/01/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: RROC  MSRP: \$272.00 MOUNT VERTICALLY IN FRONT OF BRAKE DUCT ON THE 1" WIDE ANGLED SECTION FOR ANGLED VIEW AT FRONT OF VEHICLE. STEADY WHITE FOR ALLEY.	136.0000	272.00
2	2	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: RROC  MSRP: \$389.00 MOUNT BEHIND FACTORY GRILLE ON BRACKET	194.5000	389.00
1	1	N	ETSSVBK07 SOI 2021 TAHOE SPEAKER BRACKET ASSY FOR 2 100J SPEAKER Warehouse: RROC  MSRP: \$65.00	32.5000	32.50
1	1	N	INFO SIDES OF VEHICLE Warehouse: RROC	0.0000	0.00

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Continued on Next Page

DANA SAFETY SUPPLY, INC  
 4809 KOGER BLVD  
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 Round Rock, TX 78664

Contact: Patrick Youngren  
 Telephone: 512-244-8661

Contact: scott beal  
 Telephone: 682-888-4235

E-mail: patrick.youngren@wilco.org

E-mail: sbeal@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/01/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/WHITE Warehouse: RROC MSRP: \$372.00	186.0000	372.00
1	1	N	ONE UNDER EACH SIDE VIEW MIRROR. STEADY WHITE ALLEY. PMP2BKUMB5-P SOI 21+ TAHOE Under Mirror Bracket Passenger Warehouse: RROC MSRP:\$52.00	26.0000	26.00
1	1	N	PMP2BKUMB5-D SOI 21+ TAHOE Under Mirror Bracket Driver Side Warehouse: RROC MSRP: \$52.00	26.0000	26.00
2	2	N	ESLRL61058 SOI, SL RUNNING, 61", 5MOD, R/B/W, 3CLR/TRIO Warehouse: RROC MSRP: \$624.00	340.6700	681.34
2	2	N	RUNNING BOARDS. STEADY WHITE ALLEY. PSLVBK03 SOI NLINE RUNNING LIGHTS MOUNT 2021 TAHOE Warehouse: RROC MSRP: \$47.00	23.5000	47.00

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 Round Rock, TX 78664

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 Telephone: 512-244-8661

Contact: scott beal  
 Telephone: 682-888-4235

E-mail: patrick.youngren@wilco.org

E-mail: sbeal@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/01/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO INTERIOR OF VEHICLE Warehouse: RROC	0.0000	0.00
1	1	N	ENFWB00EM8 SOI, NFILB, FRNT, 8MOD, 2021-23 TAHOE, RBW Warehouse: RROC MSRP: \$2,388.00	1,264.0000	1,264.00
4	4	N	STEADY WHITE FOR TAKEDOWN ENFDGS4BRW SOI DUAL NFORCE DECK/GRILL 18 LED LT B/R/W Warehouse: RROC MSRP: \$593.00	296.5000	1,186.00
1	1	N	ONE UPPER AND ONE LOWER IN EACH SIDE FACING CARGO WINDOW. OFFSET. ONE AT FRONT AND ONE AT REAR. STEADY WHITE FOR ALLEY. ENFWB00ZU9 SOI, NFLIB, REAR, 8MOD, 2021-22 TAHOE, RBA Warehouse: RROC MSRP: \$2,388.00	1,264.0000	1,264.00
1	1	N	TRAFFIC ADVISE AMBER: LEFT / CENTER OUT / RIGHT INFO CONSOLE AND CONSOLE ACCESSORIES Warehouse: RROC	0.0000	0.00

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E-mail: sbeal@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/01/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	7170-0848-00 GJ, CONSOLE PKG, 2021-23 TAHOE, SEE RMK TAB Warehouse: RROC  MSRP: \$1,267.00 INCLUDES: CONSOLE, DUAL CUP HOLDER, SIDE MOUNT ARM REST, LOCKING SIDE STORAGE, RELOCATION OF USBA & USBC PORTS INTO CONSOLE.	873.0000	873.00
1	1	N	DS-138 GJ LOWER TUBE MOUNT FOR FLAT VERTICAL SURFACES Warehouse: RROC  MSRP: \$106.00	65.1100	65.11
1	1	N	7160-0178 GJ 7 INCH CENTER UPPER POLE ASSEMBLY Warehouse: RROC  MSRP: \$127.00	78.0100	78.01
1	1	N	7160-1216-12 GJ Mongoose XLE 12" Warehouse: RROC  MSRP: \$773.00	474.8400	474.84
1	1	N	7160-0321 GJ FULL FACEPLATE FOR XTL2500/5000 Warehouse: RROC  MSRP: \$47.00	28.8700	28.87

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Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	20033 GJ SOI 500 SERIES FACEPLATE Warehouse: RROC MSRP: \$27.00	16.5900	16.59
1	1	N	18492 GJ face plate 1.5" blank Warehouse: RROC MSRP: \$11.00	6.7600	6.76
1	1	N	3130-0156 GJ MCS 4 BLANK FILLER PANEL Warehouse: RROC MSRP: \$13.00	7.9900	7.99
1	1	N	15082 GJ ROCKER SWITCH & CIGARRETTE KNOCK-OUT PANEL Warehouse: RROC MSRP: 35.00	21.5000	21.50
2	2	N	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685) Warehouse: RROC MSRP: \$42.00	25.8000	51.60
2	2	N	7160-0826 GAMBE Adjustable Mic Clip Warehouse: RROC MSRP: \$54.00	33.1700	66.34

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03/01/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	19954 GJ 2"- 4 AUX 12v Power Outlet Filler Panel Warehouse: RROC MSRP: \$21.00	12.9000	12.90
2	2	N	MISC MAGNADYNE: USBA /USBC CHARGER 5V 4.8A Warehouse: RROC	0.0000	0.00
1	1	N	HSN4032 Motorola 13 Watt Amplified External Speaker Warehouse: RROC	0.0000	0.00
1	1	N	ENGSA5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL, +VOICE PLBK Warehouse: RROC MSRP: \$1,896.00	948.0000	948.00
4	4	N	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: RROC MSRP: \$375.00	187.5000	750.00
4	4	N	ENGHNK06 SOI 10FT REMOTE NODE HARNESS Warehouse: RROC MSRP: \$172.00	86.0000	344.00

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DANA SAFETY SUPPLY, INC  
 4809 KOGER BLVD  
 GREENSBORO, NC 27407

# Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCOPCT1

**Bill To**

**Ship To**

Williamson County Precinct 1  
 1801 E Old Settlers Blvd Ste 105  
 Round Rock, TX 78664

(For Pickup)  
 ROUND ROCK WAREHOUSE  
 900 E Old Settlers Blvd Ste 400 Bldg 4  
 Round Rock, TX 78664

Contact: Patrick Youngren  
 Telephone: 512-244-8661

Contact: scott beal  
 Telephone: 682-888-4235

E-mail: patrick.youngren@wilco.org

E-mail: sbeal@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/01/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: RROC MSRP: \$735.00	367.5000	367.50
1	1	N	MISC MOTOROLA CONVERSION KIT - APX7500 Warehouse: RROC MSRP: \$1,957.00	750.0000	750.00
1	1	N	MISC ANTENNA AND COAX KIT Warehouse: RROC MSRP: \$1,275.00	795.0000	795.00
1	1	N	GK10342U SMC DUAL VERT. RACK 2-XL UNIV LOCKS #2 KEY Warehouse: RROC MSRP: \$589.00	439.7900	439.79
1	1	N	GF1092TAH21 SMC FREESTAND MOUNT Warehouse: RROC MSRP: \$269.00	200.8500	200.85
1	1	N	INFO CARGO AREA OF VEHICLE Warehouse: RROC	0.0000	0.00

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**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

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**E-mail:** patrick.youngren@wilco.org

**Contact:** scott beal  
**Telephone:** 682-888-4235

**E-mail:** sbeal@danasafetysupply.com

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Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	MISC OPS: 10423-A00 STACKED DRWR W/ BOTTOM RADIO DRWR Warehouse: RROC  MSRP: \$5,985.00 44" W X 20" H X 36"D TOP DRAWER: 12" INTERIOR HEIGHT BOTTOM RADIO DRAWER" 6" INTERIOR HEIGHT CTU-1000 PLATFORM INCLUDED	3,748.3300	3,748.33
1	1	N	INFO REAR OF VEHICLE - EXTERIOR Warehouse: RROC	0.0000	0.00
1	1	N	MISC SOI: EMPAK01AJG SPOLIER 6 MOD 21-25 TAHHOE Warehouse: RROC  MSRP: \$2,401.00 DRIVER: RBW/RAW/RBW PASSENGER: RBW/BAW/RBW BRAKE TORQUE RED. STEADY WHITE MODS REVERSE. FLASH AMBER MODS FOR TURN SIGNAL.	1,120.4600	1,120.46
4	4	N	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: RROC  MSRP: \$166.00 REVERSE LIGHT AREA AND TURN SIGNAL AREA. WIGWAG RED UPPER AND BLUE LOWER. DO NOT FLASH TOGETHER.	83.0000	332.00

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03/01/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	PLUCTCL1 SOI REPLACEMENT COLLAR KIT FOR TWIST-IN UNDERCO Warehouse: RROC MSRP: \$6.00	3.0000	12.00
2	2	N	EMPSA05BU-8 SOI, MPWR FASCIA, 4X2, QM, BLK HSG, RED/BLU/WHT Warehouse: RROC MSRP: \$391.00 VERTICAL MOUNT. ONE EACH SIDE OF REAR PLATE. STEADY WHITE REVERSE AND BRAKE TORQUE RED.	195.5000	391.00
2	2	N	EMPS2QMS4J SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU Warehouse: RROC MSRP: \$245.00 MOUNT ON BTM OF HGACTH EDGE FACING THE REAR WHEN OPEN AND HIDDEN WHEN CLOSED.	122.5000	245.00
1	1	N	INFO CUSTOMER PROVIDED EQUIPMENT Warehouse: RROC PANASONIC ARBITRATOR CAMERA SYSTEM(MOUNT DVR IN REAR) MOTOROLA APX7500 ONE PIECE RADIO THAT WE WILL MAKE INTO A TWO PIECE INSTALL. CRADLEPOINT WITH ANTENNA AND CABLING STREAMLIGHT STRION CHARGING CRADLE ON SIDE O FCONSOLE - VERIFY PLACEMENT WITH LT. PARKER.	0.0000	0.00

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Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	7615B BLUE SEA, SOLENOID TIMER 120A 12VDC ATD Warehouse: RROC MSRP: \$147.99	125.0000	125.00
1	1	N	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: RROC MSRP: \$82.99	55.0000	55.00
1	1	N	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: RROC MSRP: \$52.49	45.0000	45.00
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC MSRP: \$500.00 LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	462.5000	462.50
45	45	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC	95.0000	4,275.00

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E-mail: sbeal@danasafetysupply.com

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Entered By		Salesperson	Ordered By	Resale Number	
Scott Beal		SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities <b>Quote Good for 30 Days</b>		

Print Date	03/08/24
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Subtotal	23,563.28
Freight	1,000.00
<b>Order Total</b>	<b>24,563.28</b>

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1128972

Date Filed:  
02/28/2024

Date Acknowledged:  
03/11/2024

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

Dana Safety Supply  
Round Rock, 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 Constable Pct. 1

**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.**

VEHICLE BUILDS  
CHEVROLET TAHOE BUILDS FOR LIGHTS, SIRENS, PRISONER CONTAINMENT.

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

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

### 6 UNSWORN DECLARATION

My name is Scott Beal, and my date of birth is [REDACTED].

My address is [REDACTED], Georgetown, TX, 78665, 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 11 day of March, 2024.  
(month) (year)

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

**Commissioners Court - Regular Session**

**25.**

**Meeting Date:** 03/26/2024

Approval of Purchase for New Chevy Tahoe Upfittings from Dana Safety Supply, Inc. for the Constable Precinct #1

**Submitted For:** Joy Simonton

**Submitted By:** Koren Shannon, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase between Williamson County and Dana Safety Supply, Inc. for the amount of \$24,563.28 pursuant to TIPS contract #210102, and authorizing the execution of the purchase.

**Background**

The approval of this purchase will benefit the Williamson County Constable Precinct #1 Department with the upfittings installed in the 2024 Chevy Tahoe recently purchased. The attached quote contains the details of the materials and installation. Funding source is 01.0100.0560.005700 as per FY23 budget. The department point of contact is Patrick Youngren.

**Fiscal Impact**

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

**Attachments**

Dana Safety Supply Quote 2  
1295 Form Redacted

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Koren Shannon  
Final Approval Date: 03/21/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

03/20/2024 01:39 PM  
03/21/2024 10:20 AM  
Started On: 03/11/2024 01:36 PM



DANA SAFETY SUPPLY, INC  
 4809 KOGER BLVD  
 GREENSBORO, NC 27407

# Sales Quote

Telephone: 800-845-0405

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Contact: Patrick Youngren  
 Telephone: 512-244-8661

Contact: scott beal  
 Telephone: 682-888-4235

E-mail: patrick.youngren@wilco.org

E-mail: sbeal@danasafetysupply.com

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Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: RROC  MSRP: \$272.00 MOUNT VERTICALLY IN FRONT OF BRAKE DUCT ON THE 1" WIDE ANGLED SECTION FOR ANGLED VIEW AT FRONT OF VEHICLE. STEADY WHITE FOR ALLEY.	136.0000	272.00
2	2	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: RROC  MSRP: \$389.00 MOUNT BEHIND FACTORY GRILLE ON BRACKET	194.5000	389.00
1	1	N	ETSSVBK07 SOI 2021 TAHOE SPEAKER BRACKET ASSY FOR 2 100J SPEAKER Warehouse: RROC  MSRP: \$65.00	32.5000	32.50
1	1	N	INFO SIDES OF VEHICLE Warehouse: RROC	0.0000	0.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/WHITE Warehouse: RROC MSRP: \$372.00	186.0000	372.00
1	1	N	ONE UNDER EACH SIDE VIEW MIRROR. STEADY WHITE ALLEY. PMP2BKUMB5-P SOI 21+ TAHOE Under Mirror Bracket Passenger Warehouse: RROC MSRP:\$52.00	26.0000	26.00
1	1	N	PMP2BKUMB5-D SOI 21+ TAHOE Under Mirror Bracket Driver Side Warehouse: RROC MSRP: \$52.00	26.0000	26.00
2	2	N	ESLRL61058 SOI, SL RUNNING, 61", 5MOD, R/B/W, 3CLR/TRIO Warehouse: RROC MSRP: \$624.00	340.6700	681.34
2	2	N	RUNNING BOARDS. STEADY WHITE ALLEY. PSLVBK03 SOI NLINE RUNNING LIGHTS MOUNT 2021 TAHOE Warehouse: RROC MSRP: \$47.00	23.5000	47.00

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Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO INTERIOR OF VEHICLE Warehouse: RROC	0.0000	0.00
1	1	N	ENFWB00EM8 SOI, NFILB, FRNT, 8MOD, 2021-23 TAHOE, RBW Warehouse: RROC MSRP: \$2,388.00	1,264.0000	1,264.00
4	4	N	STEADY WHITE FOR TAKEDOWN ENFDGS4BRW SOI DUAL NFORCE DECK/GRILL 18 LED LT B/R/W Warehouse: RROC MSRP: \$593.00	296.5000	1,186.00
1	1	N	ONE UPPER AND ONE LOWER IN EACH SIDE FACING CARGO WINDOW. OFFSET. ONE AT FRONT AND ONE AT REAR. STEADY WHITE FOR ALLEY. ENFWB00ZU9 SOI, NFLIB, REAR, 8MOD, 2021-22 TAHOE, RBA Warehouse: RROC MSRP: \$2,388.00	1,264.0000	1,264.00
1	1	N	TRAFFIC ADVISE AMBER: LEFT / CENTER OUT / RIGHT INFO CONSOLE AND CONSOLE ACCESSORIES Warehouse: RROC	0.0000	0.00

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Entered By	Salesperson	Ordered By	Resale Number		
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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	7170-0848-00 GJ, CONSOLE PKG, 2021-23 TAHOE, SEE RMK TAB Warehouse: RROC  MSRP: \$1,267.00 INCLUDES: CONSOLE, DUAL CUP HOLDER, SIDE MOUNT ARM REST, LOCKING SIDE STORAGE, RELOCATION OF USBA & USBC PORTS INTO CONSOLE.	873.0000	873.00
1	1	N	DS-138 GJ LOWER TUBE MOUNT FOR FLAT VERTICAL SURFACES Warehouse: RROC  MSRP: \$106.00	65.1100	65.11
1	1	N	7160-0178 GJ 7 INCH CENTER UPPER POLE ASSEMBLY Warehouse: RROC  MSRP: \$127.00	78.0100	78.01
1	1	N	7160-1216-12 GJ Mongoose XLE 12" Warehouse: RROC  MSRP: \$773.00	474.8400	474.84
1	1	N	7160-0321 GJ FULL FACEPLATE FOR XTL2500/5000 Warehouse: RROC  MSRP: \$47.00	28.8700	28.87

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	20033 GJ SOI 500 SERIES FACEPLATE Warehouse: RROC MSRP: \$27.00	16.5900	16.59
1	1	N	18492 GJ face plate 1.5" blank Warehouse: RROC MSRP: \$11.00	6.7600	6.76
1	1	N	3130-0156 GJ MCS 4 BLANK FILLER PANEL Warehouse: RROC MSRP: \$13.00	7.9900	7.99
1	1	N	15082 GJ ROCKER SWITCH & CIGARRETTE KNOCK-OUT PANEL Warehouse: RROC MSRP: 35.00	21.5000	21.50
2	2	N	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685) Warehouse: RROC MSRP: \$42.00	25.8000	51.60
2	2	N	7160-0826 GAMBE Adjustable Mic Clip Warehouse: RROC MSRP: \$54.00	33.1700	66.34

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	19954 GJ 2"- 4 AUX 12v Power Outlet Filler Panel Warehouse: RROC MSRP: \$21.00	12.9000	12.90
2	2	N	MISC MAGNADYNE: USBA /USBC CHARGER 5V 4.8A Warehouse: RROC	0.0000	0.00
1	1	N	HSN4032 Motorola 13 Watt Amplified External Speaker Warehouse: RROC	0.0000	0.00
1	1	N	ENGSA5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL, +VOICE PLBK Warehouse: RROC MSRP: \$1,896.00	948.0000	948.00
4	4	N	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: RROC MSRP: \$375.00	187.5000	750.00
4	4	N	ENGHNK06 SOI 10FT REMOTE NODE HARNESS Warehouse: RROC MSRP: \$172.00	86.0000	344.00

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Print Time	01:09:31 PM
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Printed By: Scott Beal

Continued on Next Page

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

Telephone: 800-845-0405

Sales Quote No.	██████████
Customer No.	WILLCOPCT1

**Bill To**

Williamson County Precinct 1  
 1801 E Old Settlers Blvd Ste 105  
 Round Rock, TX 78664

**Ship To**

(For Pickup)  
 ROUND ROCK WAREHOUSE  
 900 E Old Settlers Blvd Ste 400 Bldg 4  
 Round Rock, TX 78664

**Contact:** Patrick Youngren  
**Telephone:** 512-244-8661

**E-mail:** patrick.youngren@wilco.org

**Contact:** scott beal  
**Telephone:** 682-888-4235

**E-mail:** sbeal@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/01/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: RROC MSRP: \$735.00	367.5000	367.50
1	1	N	MISC MOTOROLA CONVERSION KIT - APX7500 Warehouse: RROC MSRP: \$1,957.00	750.0000	750.00
1	1	N	MISC ANTENNA AND COAX KIT Warehouse: RROC MSRP: \$1,275.00	795.0000	795.00
1	1	N	GK10342U SMC DUAL VERT. RACK 2-XL UNIV LOCKS #2 KEY Warehouse: RROC MSRP: \$589.00	439.7900	439.79
1	1	N	GF1092TAH21 SMC FREESTAND MOUNT Warehouse: RROC MSRP: \$269.00	200.8500	200.85
1	1	N	INFO CARGO AREA OF VEHICLE Warehouse: RROC	0.0000	0.00

<b>Print Date</b>	03/08/24
<b>Print Time</b>	01:09:31 PM
<b>Page No.</b>	8

Printed By: Scott Beal

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
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Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	MISC OPS: 10423-A00 STACKED DRWR W/ BOTTOM RADIO DRWR Warehouse: RROC  MSRP: \$5,985.00 44" W X 20" H X 36"D TOP DRAWER: 12" INTERIOR HEIGHT BOTTOM RADIO DRAWER" 6" INTERIOR HEIGHT CTU-1000 PLATFORM INCLUDED	3,748.3300	3,748.33
1	1	N	INFO REAR OF VEHICLE - EXTERIOR Warehouse: RROC	0.0000	0.00
1	1	N	MISC SOI: EMPAK01AJG SPOLIER 6 MOD 21-25 TAHHOE Warehouse: RROC  MSRP: \$2,401.00 DRIVER: RBW/RAW/RBW PASSENGER: RBW/BAW/RBW BRAKE TORQUE RED. STEADY WHITE MODS REVERSE. FLASH AMBER MODS FOR TURN SIGNAL.	1,120.4600	1,120.46
4	4	N	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: RROC  MSRP: \$166.00 REVERSE LIGHT AREA AND TURN SIGNAL AREA. WIGWAG RED UPPER AND BLUE LOWER. DO NOT FLASH TOGETHER.	83.0000	332.00

Print Date	03/08/24
Print Time	01:09:31 PM
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Printed By: Scott Beal

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/01/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	PLUCTCL1 SOI REPLACEMENT COLLAR KIT FOR TWIST-IN UNDERCO Warehouse: RROC MSRP: \$6.00	3.0000	12.00
2	2	N	EMPSA05BU-8 SOI, MPWR FASCIA, 4X2, QM, BLK HSG, RED/BLU/WHT Warehouse: RROC MSRP: \$391.00 VERTICAL MOUNT. ONE EACH SIDE OF REAR PLATE. STEADY WHITE REVERSE AND BRAKE TORQUE RED.	195.5000	391.00
2	2	N	EMPS2QMS4J SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU Warehouse: RROC MSRP: \$245.00 MOUNT ON BTM OF HGACTH EDGE FACING THE REAR WHEN OPEN AND HIDDEN WHEN CLOSED.	122.5000	245.00
1	1	N	INFO CUSTOMER PROVIDED EQUIPMENT Warehouse: RROC PANASONIC ARBITRATOR CAMERA SYSTEM(MOUNT DVR IN REAR) MOTOROLA APX7500 ONE PIECE RADIO THAT WE WILL MAKE INTO A TWO PIECE INSTALL. CRADLEPOINT WITH ANTENNA AND CABLING STREAMLIGHT STRION CHARGING CRADLE ON SIDE O FCONSOLE - VERIFY PLACEMENT WITH LT. PARKER.	0.0000	0.00

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E-mail: patrick.youngren@wilco.org

E-mail: sbeal@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/01/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By	Salesperson	Ordered By	Resale Number		
Scott Beal	SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	7615B BLUE SEA, SOLENOID TIMER 120A 12VDC ATD Warehouse: RROC MSRP: \$147.99	125.0000	125.00
1	1	N	5032B BLUE SEA SYSTEM FUSE BLOCK ST BLADE Warehouse: RROC MSRP: \$82.99	55.0000	55.00
1	1	N	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: RROC MSRP: \$52.49	45.0000	45.00
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC MSRP: \$500.00 LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	462.5000	462.50
45	45	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC	95.0000	4,275.00

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Page No.	11

Printed By: Scott Beal

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 GREENSBORO, NC 27407

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Contact: Patrick Youngren  
 Telephone: 512-244-8661

Contact: scott beal  
 Telephone: 682-888-4235

E-mail: patrick.youngren@wilco.org

E-mail: sbeal@danasafetysupply.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/01/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Scott Beal		SCOTT BEAL ROUND ROCK	CHIEF DEP. PATRICK		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities <b>Quote Good for 30 Days</b>		

Print Date	03/08/24
Print Time	01:09:31 PM
Page No.	1

Subtotal	23,563.28
Freight	1,000.00
<b>Order Total</b>	<b>24,563.28</b>

Printed By: Scott Beal

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Dana Safety Supply  
Round Rock, TX United States

Certificate Number:  
2024-1128972

Date Filed:  
02/28/2024

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

Williamson County Constable Pct. 1

Date Acknowledged:  
03/11/2024

**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.**

VEHICLE BUILDS  
CHEVROLET TAHOE BUILDS FOR LIGHTS, SIRENS, PRISONER CONTAINMENT.

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

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Scott Beal, and my date of birth is [REDACTED].

My address is [REDACTED], Georgetown, TX, 78665, 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 11 day of March, 2024.  
(month) (year)

Scott Beal  
Signature of authorized agent of contracting business entity  
(Declarant)

**Commissioners Court - Regular Session**

26.

**Meeting Date:** 03/26/2024

Jail North Facade Make Safe - Change Order #2

**Submitted For:** Dale Butler

**Submitted By:** Christy Matoska, Facilities Management

**Department:** Facilities Management

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order #2 in the amount of \$40,766.21 between Williamson County and Falkenberg Construction Co., Inc. relating to the Jail North Facade Make Safe. Funding Source: 01.0100.1008.004509.

**Background**

This Change Order compensates the Contractor for structure stabilization. This Change Order results in a net increase of \$40,766.21, for an adjusted Contract total of \$242,983.30. The original Contract amount was \$194,284.03. As a result of this Change Order, the net increase is 25% in the Contract cost. This Change Order will increase the substantial completion date by 15 days, with a new substantial completion of 4/3/2024.

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

**Attachments**

Jail Facade Make Safe CO2

**Form Review**

**Inbox**

Hal Hawes  
 Facilities Management (Originator)  
 Hal Hawes  
 County Judge Exec Asst.  
 Form Started By: Christy Matoska  
 Final Approval Date: 03/21/2024

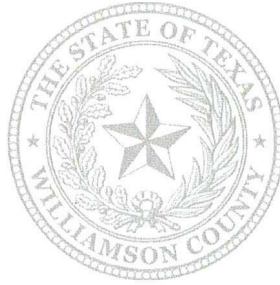
**Reviewed By**

Hal Hawes  
 Christy Matoska  
 Hal Hawes  
 Becky Pruitt

**Date**

03/11/2024 03:35 PM  
 03/19/2024 11:00 AM  
 03/19/2024 11:02 AM  
 03/21/2024 11:59 AM  
 Started On: 03/08/2024 03:23 PM

3/12/2024  
Jail North Façade Make Safe



### CHANGE ORDER Jail North Façade Make Safe

CHANGE ORDER NO: 02

NTP Date: 01/31/2024

DATE OF ISSUANCE: 03/12/2024

Contractor: Falkenberg Construction Co., Inc.

Architect/ Engineer: Trenton Jacobs, Williamson County Architect

**EXPLANATION:**

- 1. Structure stabilization

**CONTRACT CHANGE:**

- 1. \$40,766.21

Original Contract Amount	\$ 194,284.03
Net change by previously submitted Change Orders	\$ 7,933.06
Contract sum prior to this Change Order was	\$ 202,217.09
Contract Sum be increased by this Change Order in the amount of	\$ 40,766.21
The new Contract Sum including this Change Order will be	\$ 242,983.30

Percentage Increase of Change Orders over Original Contract Amount  
**(Not to Exceed 25% per state law)** 25%

The Contract Time will be changed by 15 days  
The date of Substantial Completion as of the date of this Change Order 04 03 2024

**RECOMMENDED BY:**

Kady Williams  
Contractor's Printed Name

DocuSigned by:  
*Kady Williams*  
F03854A053B24E5  
Signature

March 13, 2024 | 08:03 CDT  
Date

**REVIEWED BY:**

*Trenton H. Jacobs*  
Architect/ Engineer Name

*Trenton H. Jacobs*  
Signature

3/19/24  
Date

**ACCEPTED BY:**

Owner's Representative

Signature

Date

**Commissioners Court - Regular Session**

27.

**Meeting Date:** 03/26/2024

Approval of the Guaranteed Maximum Price (GMP) with #22RFP148 Construction Manager at Risk (CMAR) for the New Headquarters Building to Chasco Contractors, Ltd. L.L.P. Inc for Facilities Maintenance

**Submitted For:** Joy Simonton

**Submitted By:** Johnny Grimaldo, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the Guaranteed Maximum Price Proposal (GMP) with awarded RFP #22RFP148 Construction Manager at Risk (CMAR) New Headquarters Building, Chasco Contractors, Ltd. L.L.P. Inc, in the amount of Seven Million Fifty-five Thousand Seven Hundred Fourteen Dollars (\$7,055,714.00) and authorize the execution of the GMP between Williamson County and Chasco Constructors, Ltd. L.P.P. Inc. The funding source is P577.

**Background**

The Guaranteed Maximum Price (GMP) is for the New Headquarters Building RFP #22RFP148 which was awarded on 12.13.2022 with agenda item #35, to perform the work approved on the above-mentioned project. The funding source is P577 and the point(s) of contact are Dale Butler and Trenton Jacobs.

**Fiscal Impact**

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

**Attachments**

Chasco Constructors GMP Proposal  
Form 1295 Chasco Constructors

**Form Review**

**Inbox**

Purchasing (Originator)  
County Judge Exec Asst.  
Form Started By: Johnny Grimaldo  
Final Approval Date: 03/21/2024

**Reviewed By**

Joy Simonton  
Becky Pruitt

**Date**

03/21/2024 11:24 AM  
03/21/2024 11:27 AM  
Started On: 03/20/2024 09:56 AM

The logo for CHASCO CONSTRUCTORS features a blue square with a white star on the left, followed by the word "CHASCO" in a large, bold, red, blocky font. Below "CHASCO" is the word "CONSTRUCTORS" in a smaller, red, sans-serif font. The background of the entire page is a grayscale aerial photograph of a modern building complex with large glass windows and concrete structures. A blue curved graphic element is at the top left, and another is at the bottom right.

# CHASCO CONSTRUCTORS

## Guaranteed Maximum Price Proposal

For



- **Wilco Headquarters**
- **Early Site Release Bid Package #1**
- **Project Number P577**
- **March 18th, 2024**



**Guaranteed Maximum Price Proposal  
Wilco HQ Early Site Release  
Bid Package #1**

For



**March 18<sup>th</sup>, 2024**

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<b>Tab 3:</b>	<b>Project Team</b>	<b>Pg.5-22</b>
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<b>Tab 7:</b>	<b>Master Project Schedule (Summary Level)</b>	<b>Pg.43</b>

**Exhibit A – GMP Proposal**

**EXHIBIT A**  
**GUARANTEED MAXIMUM PRICE PROPOSAL**  
**Williamson County Headquarters**  
**Bid Package 01 – Early Site Release**

Chasco Constructors, Ltd. L.L.P ("CMAR") hereby submits to Williamson County, Texas ("County") for the use and benefit of County pursuant to the provisions of the Contract for Construction Manager-at-Risk Project Delivery dated 12/14/2022 ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for Bid Package 01 – Early Site Release in relation to the construction of **Williamson County Headquarters** ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

**Cost of the Work.**

A not-to-exceed amount for the Cost of the Work for Bid Package 01 – Early Site Release pursuant to the Contract:

**Six Million, Four Hundred Seventy-Seven Thousand, Seven Hundred Nine Dollars (\$ 6,477,709.00)**

**CMAR's Fee.**

A fixed sum fee for CMAR's Fee for Bid Package 01 – Early Site Release pursuant to the Contract:

**Five Hundred Seventy-Eight Thousand and Four Dollars(\$ 578,004.00)**

**Total GMP.**

The total sum of the above Items 1 through 2, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing Bid Package 01 – Early Site Release complete, in place, and operational in accordance with the Contract Documents (All attached breakdowns shall total this GMP amount).

**Seven Million, Fifty-Five Thousand, Seven Hundred Fourteen Dollars (\$7,055,714.00)**

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

**Contract Time.**

The date for achieving Substantial Completion of Bid Package 01 – Early Site Release shall be **One Hundred Thirty-Six ( 136 )** calendar days from the Notice to Proceed with Construction.

**Withdrawal of GMP Proposal.**

This GMP Proposal may not be withdrawn for a period of ninety (90) calendar days from the date of receipt by County.

**Liquidated Damages.**

CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Seven Hundred Fifty Dollars (\$750)** per calendar day for failure to complete the work for Bid Package 01 – Early Site Release within the Contract Time in accordance with the Contract.

**Owner's Contingency.**

A not-to-exceed amount for the Owner's Contingency stated herein for reference:

**Three Hundred Fifty-Two Thousand, Seven Hundred Eighty-Six Dollars (\$352,786.00)**

CMAR and County have agreed to separately phase out various scopes of the construction services of Project and execute this Guaranteed Maximum Price Proposal as to only the Bid Package 01 – Early Site Release phase of construction services so that such phase of construction can be commenced and completed on or before the Substantial Completion date set out in this Guaranteed Maximum Price Proposal. CMAR and County hereby acknowledge they will negotiate additional Guaranteed Maximum Price Proposals in order to include the remainder scope of construction services for the entire Project following execution of this Guaranteed Maximum Price Proposal. CMAR acknowledges and agrees that the remainder scope of construction for the Project shall not constitute changes in the Work and there should be no adjustment under Sections 5.1.2 or 5.1.3 of the Contract to increase CMAR's Fee percentage that is set forth under Section 5.1.1 of the Contract. Furthermore, the preconstruction phase compensation set forth under Section 4.1.1 of the Contract shall not be changed or modified due to any phasing of the construction services.

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal for Bid Package 01 – Early Site Release.

**CMAR:**

Chasco Constructors, Ltd. L.L.P

By: Charles Glance Jr  
Signature

Glance Jr., Charles  
Printed Name

President  
Title

Date Signed: March 20th, 2024

**COUNTY:**

Williamson County, Texas

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

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

\_\_\_\_\_  
Title

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

**Executive Project Summary**

## TAB 2 - Executive Project Summary

### Project Summary

The scope of work included in this GMP Early Site Release Package #1 Proposal includes the installation of underground utilities such as water, stormwater, wastewater systems, and a fire line loop encircling the building. Construction of a filtration pond designed to manage stormwater runoff from the parking areas. French drains will be installed in an effort to mitigate groundwater intrusion in the parking area and the building's foundation. The project also encompasses the development of a new parking area, featuring a lime-stabilized subgrade topped with curb, gutter, and an initial 1.5-inch layer of asphalt.

Site and Civil Improvements include:

02 41 00 - Selective Demolition for Civil  
31 11 00 - Clear and Grub Site and Selective Clearing at Mulch Trail  
31 22 00 - Earthwork  
31 23 00 - Excavation and Fill  
31 25 00 -Erosion Control Install, Maintenance, Removal and SWPPP  
31 32 00 - Lime Stabilized Subgrade  
31 41 10 - Trench Safety System  
32 11 50 - Flexible Base  
32 12 16 - Asphalt Paving  
31 13 13 - Concrete Paving  
32 13 79 - Concrete Paving Joint Sealants  
32 16 13 - Curb and Gutters  
32 16 23 - Sidewalks and Driveways  
32 23 00 - Subgrade Preparation and Compaction  
33 11 00 - Water Utilities  
33 11 19 - Fire Suppression Utility Water Distribution Piping  
33 12 00 - Water Utility Distribution Equipment  
33 31 00 - Sanitary Sewage Piping  
33 40 00 - Storm Drainage Utilities  
26 05 33 - Raceways and Boxes  
26 05 53 - Electrical Identification  
27 05 53 – Underground Pathways for Communication Systems

### Schedule

- Notice to Proceed is expected to be issued on or about April 5, 2024, with on-site mobilization beginning on or about April 8, 2024.
- Substantial Completion of this Early Site Release Package is expected by August 22, 2024



## **Project Team**

## TAB 3 – Project Team

Chasco's project team is as follows:

- Bill Bambrick – Vice President, Sr. Project Manager – Primary Management Contact  
Office: 512-244-0600 x 122  
Cell: 512-848-3327  
Email: [bill@chasco.com](mailto:bill@chasco.com)
- Bill Paetznick – Sr. Project Manager  
Office: 512-244-0600  
Cell: 512-948-1830  
Email: [bill.p@chasco.com](mailto:bill.p@chasco.com)
- Mark Lee – Project Superintendent  
Office: N/A  
Cell: 512-992-5863  
Email: [mark.lee@chasco.com](mailto:mark.lee@chasco.com)
- Scott Badgett – Vice President, Pre-Construction Manager/Estimating Support  
Office: 512-244-0600 x 111  
Cell: 512-844-6395  
Email: [scott@chasco.com](mailto:scott@chasco.com)
- Rick Risener – Chief Civil Estimator/Estimating Support  
Office: 512-244-0600 x 134  
Cell: 512-848-3342  
Email: [rick@chasco.com](mailto:rick@chasco.com)
- Jonathan Escalante – Safety Director  
Office: 512-244-0600 x 135  
Cell: 512-848-3636  
Email: [jonathan@chasco.com](mailto:jonathan@chasco.com)
- Chuck Glace – President/Executive Support  
Office: 512-244-0600 x 118  
Cell: 512-848-3315  
Email: [chuck@chasco.com](mailto:chuck@chasco.com)
- Charles King – Vice President/CFO/Executive Support  
Office: 512-244-0600 x 132  
Cell: 512-431-6343  
Email: [charlesk@chasco.com](mailto:charlesk@chasco.com)
- Craig Hunter, CPA – Controller/Accounting Support  
Office: 512-244-0600 x 114  
Cell: 512-964-8447  
Email: [craig.hunter@chasco.com](mailto:craig.hunter@chasco.com)

Resumes are attached



# Wilco Headquarters Project

**Project Design Team**  
GarzaEMC, LLC. – Engineer  
MarmonMok - Architect

**Construction Manager**  
Chasco Constructors  
Round Rock, TX

**Executive Support**  
Chuck Glace, President  
Charles King, Vice President & CFO  
Craig Hunter, CPA Controller

**Pre-Construction Team**  
Manager of Pre-Construction Services  
Building Estimator  
Scott Badgett  
Civil Estimator  
Rick Risener

- Estimates
- Budget
- Schedule
- Value Management
- Staging / Logistics
- Identify / Purchase Long-lead Items
- Pre-qualify Subcontractors
- Evaluate Constructability Issues

**Construction Team**  
Project Manager  
Bill Bambrick  
Bill Paetznick  
Project Superintendent  
Mark Lee  
Safety Director  
Jonathan Escalante

**Subcontractors / Suppliers**

- Site Management
- Schedule
- Cost Control
- Safety
- Punch List



# RESUMÉ



## **Bill Bambrick**

VP & Senior Project Manager

### **Education**

Drake University 1976

University of Houston 1977

Austin Community College 1987

### **Work History and Background**

Bill has over 45 years in the construction industry spending the last 34 years with Chasco Constructors. As Vice President and Senior Project Manager Bill has extensive experience in all areas of construction including commercial and industrial buildings, Class A office, site work, utilities, bridges, roads & heavy/highway and airport work. He is very experienced with alternative delivery methods including CMR and Design/Build.

### **Project Experience**

- The Wilco Annex is a two story 60,000 SF office building for Williamson County, TX. The building is situated on a sloping site of very fat clay, so the slab was constructed as a structural pan slab with drilled piers with a perimeter grade beam to provide a voided crawl space. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. There are two machine room-less elevators. The JP courtroom includes the judge's bench, jury seating, court reporter and witness stand along with full gallery seating. Included in the building are many areas that required high security with a wide assortment of protection, identification, surveillance and detection devices to ensure the safety of County employees and visitors. Chasco self-performed all site work, utilities and concrete work and the project was completed on schedule and under budget.



- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large childcare wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a bookstore and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state-of-the-art audio/visual system. The project had a 13-month schedule, but was completed early, in 12 months, despite having over 40 rain days.



- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The \$21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.



# RESUMÉ (continued)

Bill Bambrick, VP & Senior Project Manager

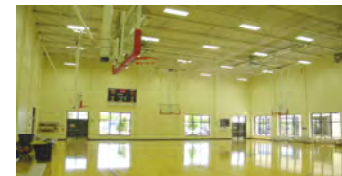
- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational.



- Georgetown Recreation Center, Georgetown, TX: 67,952 SF of new construction and renovation to the existing occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.



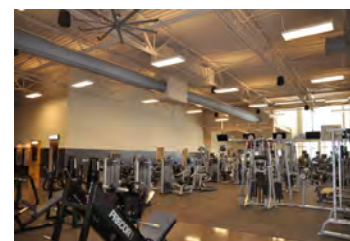
- Round Rock YMCA Gymnasium, Round Rock, TX: A 7,437 sf masonry and structural steel facility including full court and half court basketball goals, volleyball court and elevator. Total estimated project cost is \$1.2 Million. CM-at-Risk delivery.



- Twin Lakes YMCA, Cedar Park: A 36,400 sf tilt wall and structural steel facility including a gymnasium, work out facilities, locker rooms with showers, daycare, administrative offices and meeting rooms. The project also included an outdoor “fun pool” with many water features and a pool house. Parking facilities for the YMCA were simultaneously constructed under a separate contract with Williamson County. Combined project cost was \$5.3 Million. CM-at-Risk delivery.



- Hutto Family YMCA, Hutto, Texas: Chasco Constructors was the Construction Manager for the construction of the 30,000 sf Hutto Family YMCA facility in Hutto, Texas. The project consists of a natatorium, locker rooms, work out and aerobics areas as well as offices. Chasco provided a complete pre-construction program for this project to assist the YMCA and the City of Hutto with budgeting and constructability management in order to maximize the City’s budget while allowing the project to achieve all of the original programming goals for both the City and the YMCA.



## References

Mr. Jeff Andresen, CEO  
YMCA of Greater Williamson County  
512-801-7736

Ms. Susan McFarland, AIA  
Susan McFarland, Architect  
512-288-3001

Ms. Barbara Garrett  
Garrett Consulting Services  
615-394-4977

Tony Prete, PE  
Waeltz & Prete, Inc.  
512-505-8953

# RESUMÉ



**Bill Paetznick**  
Senior Project Manager

## Education

BYU - Business

## Work History and Background

Bill has over 30 years in the construction industry and has served in multiple roles throughout his career including Sr. Vice President for a National General Contractor, President of a local Development and Contracting firm and multiple management positions within the construction industry. Bill has extensive experience in commercial construction in the Retail, Class A office, Specialty Restaurant, and Industrial Sectors. He spent 10 years with a National Shopping Mall developer managing large mall renovations and new construction projects across the US.

## Highlight Project Experience

- Wolf Crossing - Georgetown Texas - a 250,000sf retail center on Interstate 35 at University Avenue that includes restaurants, medical facilities, neighborhood services, a hotel, and a grocery store. This was a large multi building Tiltwall project spread across 31 acres anchored by several national tenants. This project was delivered on time in spite of an unseasonable amount of rain that caused multiple delays with the tiltwall erection. Utilities were complex due to the large overall site conditions, spacing of the buildings and location of existing utility tie ins. Extensive landscaping encompassed the entire site upon completion.



- Cubesmart Storage - Parmer Lane Austin Texas - the 110,505-square-foot building houses all climate-controlled units along with retail and office space for operations. The five-story property is outfitted with 1,152 storage units. Due to being 5 story, intumescent fireproofing was required on all vertical and horizontal structural steel. Project was delivered on time and within budget despite the City of Austin jurisdictional challenges and extremely challenging utility work performed in the right of way. Detention pond was built on site and required to be semi functional prior to the start of construction.



- Mission Viejo Mall – Mission Viejo California – Managed the 150 million dollar construction renovations of this super regional shopping mall which features over 1 million sf of retail space. Renovations included relocation and expansion of various major anchor tenants, a completely relocated food court anchored by The Cheesecake Factory and an extensive parking garage expansion. This project also featured major lighting and visual improvements to brighten up the interior of the mall. The renovation required additional chiller units as well as major mechanical and electrical system upgrades throughout the facility.



# RESUMÉ (continued)

Bill Paetznick, Senior Project Manager

- Cube Smart Sacsche, Texas – This 135,00 sf 3 story building was constructed on just 2 acres. This site was bounded by a wet weather pond that resulted in extremely high PVR soil conditions. The entire site including the building pad was lime stabilized to minimize the expansion of the soil. Despite the engineered design, the building still experienced substantial vertical movement in the building and parking area. Stormwater was sheet drained and diverted to a common area detention and filtration pond. Utility connection points were extremely long runs and ground water was encountered throughout the trenching for the utilities.



- Central Texas Harley Davidson I35 Round Rock Texas – This dealership relocated from a small facility in Austin and transitioned into this 6-acre site featuring a 45,000sf Tiltwall building that included a 15,000sf State of the Art Service Dept and 27,000sf of showroom and retail space. The building also featured 3,000sf of mezzanine offices. The site also featured large outside exterior entertainment spaces for hosting various activities. This project was designed by a Wisconsin based Architect which proved to be difficult in the understanding of the Texas climate.



- Truluck's – The Woodlands - This 25,000sf Tenant Improvement transformed a completely cold dark shell into a high-end fine dining restaurant with custom black walnut millwork and level 5 finishes throughout. Custom underlit Onyx bar tops and curved millwork were the first of its kind and we developed several construction methods for use in future locations. The site was incredibly challenging due to the limited space and close proximity of Lake Woodlands which required the use of helicopters to hoist the Mechanical systems on the roof.



- Hat Creek Burgers - Georgetown, Texas – This unique one off, non prototypical store was one of the first locations for this new chain that expanded rapidly in the Austin Area. Located right off the San Gabriel River Greenbelt, the 3,400sf building features a large outdoor space and a spacious play area. The historic site was unique due to being close to a former Indian site filled with arrow heads and historical items. Upon excavation, an abandoned swimming pool was discovered that was unreported on the surveys. Careful planning and construction of uniquely linked filtration ponds were built in the parking lot islands which treated the runoff prior to entry to the San Gabriel River.



## References

Ryan Hansanawat  
Mode Design & Architecture  
512-733-1150

Jayson Riche, PE  
GTX Engineering  
254-279-3423

Morgan McLaughlin  
Novak Commercial Construction  
512-864-4656

Philip Wanke, AIA  
Place Designers  
512-238-8912



*Mark Lee*

Superintendent

### Education

University of Oregon  
1981

### Work History and Background

Mark has a 37-year record of success overseeing all phases of commercial and residential construction projects. Projects have included churches, restaurants, office buildings and medical facilities. Mark works well with architects, subcontractors, suppliers and building officials to satisfy the expectations of the most discerning clients. He is dedicated to delivering the best in construction quality while adhering to all deadlines, specifications and budgets. Mark resides in Georgetown, Texas.

### Project Experience

- The Wilco Annex is a two story 64,000 SF office building for Williamson County, TX. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. There are two machine room-less elevators. The JP courtroom includes the judge's bench, jury seating, court reporter and witness stand along with full gallery seating. Included in the building are many areas that required high security with a wide assortment of protection, identification, surveillance and detection devices to ensure the safety of County employees and visitors. Chasco self-performed all site work, utilities and concrete work and the project was completed on schedule and under budget.





- Celebration Church is a 90,000 SF Church recently constructed in Georgetown, TX. The facility has large childcare wing of 30,000 SF. The remaining 60,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a bookstore and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,900 guests and incorporates a state-of-the-art audio/visual system. The project had a 13-month schedule, but was completed early, in 12 months, in spite of having over 36 rain days. 2017 Outstanding Construction Award – Austin Chapter AGC.



## RESUMÉ (continued)

Mark Lee  
Superintendent

- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The \$21 million project consisted of a three-level main building of 86,000 SF, including a showroom, offices, café, boutique, parts department, 52-bay service shop and a 72-space rooftop parking deck. An 11,000 SF carwash/make ready building and all the associated site work. 2015 Outstanding Construction Award – Austin Chapter AGC. 
- Bartholomew Municipal Pool, Austin, TX – This project consisted of 3 bathhouses, a separate mechanical building and pump house an “L” shaped lap pool with a diving well, a mid-depth recreation pool, a zero-entry activity pool, and two slides. The site itself was over excavated and filled with 7’ of engineered fill material. 2014 Outstanding Construction Award – Austin Chapter AGC. 
- Don Hewlett Chevrolet, Georgetown TX – Multiple projects including a 4,815 SF Service Building constructed as a PEMB with stucco and split face CMU exterior. Containing service writers and waiting areas and a museum containing some of the iconic first model year vehicles Chevrolet produced. A 9,964 SF Parts Warehouse expansion. Also, a PEMB with elevated foundation challenges, due to the sloping site. These projects were both completed ahead of schedule and under budget. The challenge was in completing the work amidst a thriving and busy business that was open 6 days a week.

### References

Jim Kuykendall, Executive Pastor  
Celebration Church  
(512) 763-3000 x 126

Mr. Steven Walker, Franchise Counselor  
True Car  
(512) 970-6760

Mr. Tom Stevens, Vice President  
Stevens-Hemingway-Stevens, Inc.  
(510) 787-1148

## RESUMÉ



### **Scott Badgett**

Vice President – Building Estimating / Pre-Construction Services

### **Education**

University of Texas  
BS, Civil Engineering

### **Work History and Background**

Scott has over 45 years of solid construction management experience in commercial, institutional and industrial projects. His diverse background includes construction of high security and high-tech facilities, renovation and construction of healthcare facilities, churches, schools, office buildings, manufacturing and retail facilities. Experience includes Design/Build and fast-track projects, cast-in-place frame structures, pre-cast structures and tilt wall buildings. Scott's key responsibility is the coordination and management of the entire process from pre-construction through close-out. Scott has been with Chasco for nineteen years.

### **Project Experience**

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a \$42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.
- The Wilco Georgetown Annex is a two story 60,000 SF office building for Williamson County, TX. The two-story building is structural steel, the second floor is concrete on metal decking. The exterior of the building is finished with several different types of materials. Chasco performed, all site work, utilities, and site/building concrete. CM-at-Risk delivery.
- Chasco Family YMCA, Round Rock: 18,160 sf masonry and structural steel facility including an eight-lane junior Olympic indoor pool, therapy pool, hot tub, lazy river, vortex pool, water slide, splash pad, sauna, locker rooms with showers, family changing rooms and a 2,800-sf operable skylight. The project included demolition of a portion of the existing building while the remaining facility was operational. Parking facilities for the YMCA were simultaneously constructed under the same contract. CM-at-Risk delivery.
- Williamson County Precinct 1 Annex and EMS Building – construction of 2 buildings with E.I.F.S. and stone veneer with complete interior finish out. Annex building was 27,660 SF and the EMS building was 6,470 SF. Project was completed early and under budget. (\$6.3 million CM-at-Risk delivery).



## **R E S U M É** (continued)

Scott Badgett

Vice President – Building Estimating / Pre-Construction Services

- City of Round Rock Sports Center – Round Rock, TX – 80,000 square foot sports center with 6 basketball/12 volleyball courts and 9 multi-purpose rooms with seating for up to 1,700 fans. Chasco self-performed all site work, utilities, site concrete, building concrete and tilt wall panels for this project.



- Georgetown Recreation Center – Georgetown, TX – 67,952 SF of new construction and renovation to the exiting occupied and fully operational Rec. Center. Scope of work included a gymnasium, multi-purpose & meeting rooms, elevated track, indoor & outdoor pools with water features, restroom & shower facilities, site utilities, detention pond and concrete construction. CM-at-Risk delivery.



- Great Oaks Elementary School, Round Rock, Texas – 6.0 million, 70,000 SF elementary school for RRISD. Project included all site development, utilities and detention pond.
- Westwood High School Science Wing Addition, Round Rock, Texas – 5.5 million two-story addition to existing high school. Included pre-cast wall panels to match existing facility. Project was constructed in the middle of the occupied campus with minimal impact to ongoing operations.
- Lampasas Middle School, Lampasas, TX – \$6.0 million two-story middle school. Full cafeteria, gymnasiums and all related site facilities.

### **References**

Mr. Bo Spencer, AIA  
Spencer-Pierce Architecture, Inc.  
512-388-0677

Mr. Dale Butler, Facilities Director  
Williamson County, TX  
512-943-1609

Mr. Jeff Andresen, President and CEO  
YMCA Greater Williamson County  
512-615-5530

## R É S U M É



### ***Rick Risener***

Chief Civil Estimator

### **Education**

Abilene Christian University

### **Work History and Background**

Rick has over 20 years of experience in residential, commercial, airport, heavy highway and civil construction. Rick has worked on projects that vary from pedestrian, vehicular, and railway bridges, public and private roadways, concrete and earthen dams, public parks and trail systems, subdivision infrastructure, site and pipeline utilities, site grading and site concrete work, single building and strip retail, multi-story office and medical buildings, pre-cast and cast-in-place concrete garages, and custom home building. Rick has been with Chasco for thirteen years.

### **Project Experience**

- Celebration Church is a new 90,000 SF church recently constructed in Georgetown, TX. The facility has large child care wing of 60,000 SF. The remaining 30,000 SF of the building includes the narthex (entry/ vestibule) and sanctuary. The narthex includes a book store and the "Blend", a "bistro style" coffee service area that also serves premade snack items. The sanctuary accommodates seating for over 2,600 guests and incorporates a state of the art audio/visual system.



- Lexus of Lakeway, Austin, TX - The Lexus of Lakeway project was an extremely high-end car dealership built in Lakeway, Texas. This is the first car dealership allowed to be built within the City of Lakeway. The \$21 million project consisted of a three-level main building of 86,000 SF, an 11,000 SF carwash/make ready building and all the associated site work.




- Twin Lakes YMCA Natatorium, Teen Center & Aerobics Room – Owner – The YMCA of Greater Williamson County – CM at Risk contract. This expansion is the second phase of a project initially built in 2004 and made possible by a partnership between Williamson County and the YMCA of Greater Williamson County. This phase added a natatorium, a teen center, an aerobics room and a Cardio Theater. The natatorium houses multiple indoor pools, including a main pool with lap lanes, a splash pad area for small children and a two-story waterslide for the larger kids. Additionally, a warm water therapy pool, a hot tub/spa and a dry sauna were installed for the adults to relax in.



## R É S U M É (continued)

Rick Risener  
Chief Civil Estimator

- Cedar Park Events Center, Cedar Park, TX – A 100,000 SF Multi-Function Sporting and Events Center. This project included the concrete foundation, upper level concrete slabs, equipment footings and foundations, and approximately 40 acres of site concrete with many areas that required special finishes. 
- Barton Creek Section 101 ACFT Treated Effluent Storage Pond, Austin, TX – This project included ten acres of construction within an environmentally sensitive area. A 2,350 LF all weather access road was built to the pond site. 35,000 CY of rock and over burden were excavated. Approximately 8,000 CY of the material was resized through a crushing operation and reused as select fill across the entire pond floor and behind the pond walls. The walls, ranging from 9' to 35' tall, surrounded the entire pond perimeter.
- Samsung T-Star Facility Operations Building, Austin, TX – This project consisted of constructing a new two-story concrete frame office and warehouse building with loading dock at the Samsung Semiconductor site in Austin, TX. Strict background checks and training are required for all Samsung projects.
- ABIA New Employee Parking Lot, Austin, TX – This \$7 million + project included construction of 703,800 SF of new parking lots at the existing Austin Bergstrom International Airport consisting of demolition of old Air Force structures, installation of 8" of lime treated subgrade, flex base and asphalt on the entire area, installation of 5 new Bus Shelters and 2 new Bench Canopy structures. Existing underground conditions created challenges on a daily basis.
- Kenney Fort Blvd., Round Rock, TX – In design for over 10 years, this project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock. The project featured three bridges: an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek, and a new railroad bridge for the Union Pacific Railroad. Some of the project challenges involved moving the Union Pacific mainline rail traffic to a shoofly detour. This allowed a new railroad bridge to be built on the mainline. Once the new railroad bridge was completed rail traffic was moved back onto the mainline and the shoofly detour was removed. Excavation then began under two existing bridges on Hwy 79. This was needed to extend the new Kenney Fort Blvd. under the highway and under the new rail bridge. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

**City of Residence:** Austin, Texas

### References

Mr. Antonio Prete  
Waeltz & Prete, Inc.  
(512) 505-8953  
tony@w-pinc.com

Mr. Troy Jamail  
HWA Parking/Strickland-Jamail  
(512) 592-3277  
troy.jamail@hwaparking.com

Mr. James Heironimus  
NXP Semiconductors, Inc.  
(512) 933-2104  
james.heironimus@nxp.com

## RESUMÉ



**Jonathan Escalante, CSHO, CHST**  
*Director of Health and Safety*

### **Education**

Universidad Valle Del Bravo, Mexico 2005

### **Work History and Background**

Jonathan has over 10 years of Construction Safety Experience including road and building construction. As a Safety Specialist at Chasco, Jonathan has been responsible for updating, implementing and overseeing the company's safety and training program. Since beginning with Chasco, he has made revisions and updates to the Safety Manual, including: a new Accident Prevention Program, a new Substance Abuse Program & improved Accident Investigation procedures. He has also updated the SDS Manual, to merge the new GHS program and implemented a new Virtual Risk Manager Program that uses software for driver training & vehicle loss prevention. Employee training is a major concern at Chasco. Jonathan has created new training programs for new hire safety orientation, traffic control safety awareness, qualified signal & rigging training and general safety awareness for all of Chasco's employees. Due to all of these improvements, Chasco has seen lower Recordable Rates and an overall increase in safety awareness amongst its employees. Jonathan has been with Chasco for all ten years of his construction experience.

### **Training**

CSHO (Certified Safety and Health Official)  
500 OSHA Train the Trainers  
510 OSH Standards  
OSH311 Fall Protection  
OSH521 Industrial Hygiene  
PRT260 Cranes and Material Handling  
OSH301 Excavation, Trenching and Soil Mechanics  
CPR/FA Certified Trainer  
PRT123 Scaffold Training  
Flagger Training (Train the trainer)  
OSH755 Accident Investigation  
OSH301 Excavation, Trenching and Soil Mechanics

### **Project Experience**

**SH 130 - Lone Star Infrastructure. Hutto, Tx. (10/2005-8/2009)**

**Position: Safety Supervisor / HR Assistant Project Value: 1.6 Billion USD**

#### **Main activities:**

- Responsible for day to day environmental health and safety related activity with a specific focus on reducing incident rates and workers comp.
- Develop and implement required Safety Programs and progressive disciplinary actions.

## **RESUMÉ** (continued)

### **Jonathan Escalante**

*Safety Director*

- Develop Safety incentive program
- Implement accident prevention program
- Field Safety Inspections
- Provide monthly reports to the Fluor Corporate Office, including accident investigations, injury summary reports (man-hours included) and project close out-forms.
- Accident investigation / Case manager
- Conduct Mass meetings, Safety talks.
- New Hire Safety Orientation
- Training such as: Fall Protection, Confined Space, Haz-Mat, Traffic Awareness
- Responsible for OSHA compliance and record keeping, Worker's Comp Issues
- Random Drug testing coordinator (DOT and Non-DOT)
- HR New hire orientation
- Minor HR duties such as: Terminations, spreadsheet, employee benefits.
- Coordinate office management and special projects with a high degree of efficiency.
- Manage capital purchases, direct vendor relations, generate and maintain equipment tracking records.

### **Construcciones del Panuco. Mexico (06/2002-09/2005)**

**Position:** Safety Apprentice

#### **Main activities:**

- Protect Health and Safety of the employees as well as the company.
- Follow Safety Standards set by the Social Security Safety Regulation of the Mexican Institute.
- Safety inspections / investigations.
- Medical Case Management
- Safety Training to employees (adapted by OSHA 1926)
- Report all data of incidents / accidents to CEO monthly.

**City of Residence:** Leander, Texas

#### **References**

Mr. Ignacio Guerra  
Fluor Daniel Ent.  
(210) 273-1774

Brayan Loya  
Fluor Daniel Ent.  
(512) 769-4339

Larry Connelly  
AGC of Austin  
(512) 748-1830

# RESUMÉ



*Charles J. (Chuck) Glace, Jr.*  
President

## Education

Central Michigan University / U.T. Austin

## Work History and Background

Chuck has over 30 years of diversified construction experience. He has extensive background in concrete flatwork, structural concrete, tilt-wall, decorative concrete, excavation, and utility work. Chuck has complete responsibility for overall coordination of Chasco's operation. To him, the retention and advancement of individuals speaks directly to Chasco's success. Chuck is a driving force in the organization and training of Chasco's talent in both the office and the field. He provides ongoing leadership to the management team and to the self-perform operations, helping Chasco to provide better control and exceptional service to its customers. Chuck serves on the Board of the YMCA of Round Rock. He is also a board member of the American Concrete Institute, a member of the Construction Specifications Institute, the American Society of Concrete Construction, and the Associated General Contractors of America, and a Board member of The Round Rock Community Foundation.

## Project Experience

- Texas A&M Health Science Center – Phase I Texas A&M Health Science Center and Medical School Round Rock, TX – a \$42.3 million 164,000 SF 4-story building containing classrooms, lecture halls, administration areas, public clinics, laboratories, and a simulated hospital training floor.





- Kenney Fort Blvd.  
Owner - City of Round Rock, TX – Stipulated Sum/Unit Price contract. This project consisted of a 1.3-mile-long new section of roadway from Joe DiMaggio Blvd. to Forest Creek Blvd. in Round Rock, TX. The project featured three bridges, an 800' long bridge over Brushy Creek, a shorter bridge over Chandler Creek and a new



railroad bridge for the Union Pacific Railroad. The 24-month project was finished over two months ahead of schedule and was one of the largest road & bridge projects ever constructed by the City of Round Rock.

## RESUMÉ (continued)

Charles J. (Chuck) Glace  
President

- AMP Packaging Office and Manufacturing Facility, Round Rock, TX – Design/Build Contract for 58,000 SF tiltwall computer manufacturing facility. 
- Emergency Vehicles Operations Course – Owner - Texas Department of Public Safety – CM-at-Risk contract. Over 1,000,000 SF of concrete skills pads and 6.2 mile asphalt/concrete road track for vehicle skills and training. During construction of the original \$23.8 million-dollar project a \$3.7 million dollar change order was issued to construct a vehicle maintenance building. The project won the Gold Award for Industrial and Special Paving from the American Concrete Paving Association for 2010. Total project cost was \$27.5 Million. 
- Tellabs Operations, Round Rock, TX – 48,000 SF tiltwall manufacturing addition to the existing facility.
- Classic Toyota, Round Rock, TX – Construction of a new car sales building, body shop, parking, drives, new car display, and detention / filtration structures.
- Austin VA Hospital / Clinic, Austin, TX – 45,000 SF slab on grade with related site work.
- St. Philips Family Life Center, Round Rock, TX – 11,000 SF church facility, including worship areas, classrooms, elevated altar / stage, commercial food preparation, and childcare.
- Shoal Creek Bridge, Austin, TX – New 2-span bridge over Shoal Creek including channel work and slope protection to flood prone creek.
- Expo Business Park, Austin, TX – Two 124,000 SF concrete tiltwall buildings, including all site development and utility construction.

### References

Mr. Mark Remmert  
Chief Building Inspector  
City of Round Rock  
512-218-6600

Mr. Brent Jones, P.E.  
Civil Engineer  
Randall Jones Engineering  
(512) 415-3012

Mr. Chad McDowell  
General Services Director  
City of Round Rock  
(512) 671-2890

## RESUMÉ



*Charles R. King*

CFO, Vice President, Secretary and Treasurer

### **Education**

BBA in Accounting – Lamar University

CPA Certification – Texas Society of CPA's

### **Work History and Background**

Charles has over 40 years experience as an entrepreneurial financial accountant. He began his career with a national accounting firm prior to joining a local CPA firm. As a partner in this firm, he was responsible for a wide array of tax and financial accounting engagements for small businesses and individuals. Subsequently, he spent 15 years as CFO of a multi-location, multi-franchise car dealership conglomerate. In this role he was responsible for the financial, treasury and IT functions.

At Chasco, Charles is responsible for the financial function, as well as strategic planning, tax issues and cash management.

### **References**

Mr. Troy Voelker  
McNery & Voelker  
512-255-6940

Mr. Jeff Anderson  
RSM Austin, CPA's  
512-476-0717

## RESUMÉ



### ***Craig Hunter, CPA***

Controller

#### **Education**

BA in Accounting, California State University, Stanislaus, 1985

#### **Work History and Background**

Craig has over 30 years of experience in various industries. He has been a Controller at a publishing company, a lodging company, a wholesale/retail company with over 800 locations, a national health food company, where he was a key member of starting the manufacturing subsidiary. He has over 20 years of experience in the construction industry as a Consultant and Controller. He has worked with companies ranging in size from \$12 million to well over \$100 million. Craig's duties at Chasco include overseeing the Accounting and Human Resources departments. He has been with Chasco for five years.

**City of Residence:** Austin, Texas



## List of Documents



## Document List

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	Cover Sheet	2/16/24	MarmonMok
I101A	INDEX OF DWGS & INFORMATION	2/16/24	MarmonMok
I102	TAS ACCESSIBILITY REQUIREMENTS	2/16/24	MarmonMok
I103	TAS ACCESSIBILITY REQUIREMENTS	2/16/24	MarmonMok
01	COVER SHEET	3/06/24	GarzaEMC, LLC.
02	GENERAL NOTES	2/23/24	GarzaEMC, LLC.
03	EXISTING CONDITIONS AND DEMOLITION PLAN	2/23/24	GarzaEMC, LLC.
04	EROSION & SEDIMENTATION CONTROL PLAN	2/23/24	GarzaEMC, LLC.
05	EROSION & SEDIMENTATION CONTROL PLAN DETAILS	2/23/24	GarzaEMC, LLC.
06	OVERALL SITE AND PAVING PLAN	3/06/24	GarzaEMC, LLC.
07	SITE PLAN - A	3/06/24	GarzaEMC, LLC.
08	SITE PLAN - B	3/06/24	GarzaEMC, LLC.
09	SITE PLAN - C	3/06/24	GarzaEMC, LLC.
10	SITE PLAN - D	3/06/24	GarzaEMC, LLC.
11	SITE PLAN DETAILS	3/06/24	GarzaEMC, LLC.
12	EXISTING DRAINAGE AREA MAP	2/23/24	GarzaEMC, LLC.
13	EXISTING OFFSITE DRAINAGE AREA MAP	2/23/24	GarzaEMC, LLC.
14	PROPOSED DRAINAGE AREA MAP	2/23/24	GarzaEMC, LLC.
15	MASTER GRADING PLAN	2/23/24	GarzaEMC, LLC.
16	GRADING PLAN - A	2/23/24	GarzaEMC, LLC.
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24	DRAINAGE PLAN - D	2/23/24	GarzaEMC, LLC.
25	GRADING AND DRAINAGE DETAILS 1	2/23/24	GarzaEMC, LLC.
26	GRADING AND DRAINAGE DETAILS 2	2/23/24	GarzaEMC, LLC.
27	GRADING AND DRAINAGE DETAILS 3	2/23/24	GarzaEMC, LLC.
28	WATER QUALITY DRAINAGE AREA MAP	3/06/24	GarzaEMC, LLC.
29	WATER QUALITY POND & VEGETATIVE FILTER STRIP	2/23/24	GarzaEMC, LLC.
30	POND DETAILS 1	2/23/24	GarzaEMC, LLC.
31	POND DETAILS 2	3/06/24	GarzaEMC, LLC.
32	WATER & WASTEWATER PLAN	2/23/24	GarzaEMC, LLC.



33	FIRE PROTECTION PLAN	2/23/24	GarzaEMC, LLC.
34	UTILITY DETAILS	2/23/24	GarzaEMC, LLC.
35	CRAWLSPACE DRAINAGE AND GRADING PLAN	3/06/24	GarzaEMC, LLC.
L0.01	VEGETATION PRESERVATION & CLEARING PLAN	3/06/24	Coleman Associates
L0.02	IRRIGATION SLEEVING PLAN	2/16/24	Coleman Associates
L0.03	IRRIGATION SLEEVING PLAN	2/16/24	Coleman Associates
AD101	SITE DEMOLITION	2/16/24	MarmonMok
A001	SITE PLAN	2/16/24	MarmonMok
ES001	ELECTRICAL - EARLY SITE PACKAGE PLAN	2/16/24	Cleary Zimmermann
T000	TECHNOLOGY SYMBOLS & LEGEND	2/16/24	Bicsi
T100	TECHNOLOGY SITE PLAN	2/16/24	Bicsi
T400	TECHNOLOGY TYPICAL DETAILS	2/16/24	Bicsi
FP001	FIRE SPRINKLER NOTES	3/06/24	FPCG
PAGES 1-12	EARLY SITE PACKAGE SPECIFICATIONS	2/16/24	MarmonMok
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PAGES 1-6	WILCO WAGE RATES - BUILDING	1/12/24	
PAGES 1-5	WILCO WAGE RATES – HEAVY & HIGHWAY	1/05/24	

## **Qualifications & Clarifications**



### **General Project Description**

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The Wilco HQ project at 1848 Texas Trail is an extensive planned site preparation venture, laying the groundwork for the construction of a 3-story, 120,000 square foot building. This extensive project involves the installation of underground utilities such as water, stormwater, wastewater systems, and a fire line loop encircling the building. Construction of a filtration pond designed to manage stormwater runoff from the parking areas. French drains will be installed in an effort to mitigate groundwater intrusion in the parking area and the building's foundation. The project also encompasses the development of a new parking area, featuring a lime-stabilized subgrade topped with curb, gutter, and an initial 1.5-inch layer of asphalt. This is not only designed to support construction equipment but also provides essential fire access during the site's development phase.

### **Clarifications, Assumptions and Qualifications**

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- Design Services
- Architectural and Engineering design services are excluded
- Geotechnical Engineering and soils analysis reports are excluded

### **General Requirements**

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#### **• Supervision and Administration**

- Project supervision includes a Project Superintendent with Project Management, Safety Coordinator, Estimating, and Administrative Assistant as necessary to complete the project as scheduled.

#### **• Temporary Facilities**

- Project field office
- Project storage containers as required
- Project office supplies
- Project office equipment as required
- Project sign and safety signs
- Temporary toilets
- Site fencing and gates
- Barricades and guard rails as required

#### **• Project Services**

- Field engineering and layout
- General cleanup and haul away trash
- Final cleaning
- After hours or weekend job site security are not included in our price

#### **• Personnel Hoisting**

- Material and Personnel hoist as required

#### **• Temporary Utilities**

- Field telephone service
- Price includes electrical power consumption and temporary lighting required for construction. Electrical service costs shall be transferred to the Owner when permanent power is hooked up and operational

#### **• Equipment**

- Transportation for supervisory personnel (rental of company owned vehicles)
- Expendable tools
- Small equipment rental

### **Permits, Bonds and Insurance**

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- The cost of all site and building permits are excluded
- Mechanical, Electrical & Plumbing trade permits are included
- Plan review Fees are excluded
- Price Excludes Utility connection fees, Impact fees and Assessment fees
- General Liability, Auto, Worker Compensation, and Builders Risk Insurance are included
- The price includes the cost of performance and payment bonds



**Project Schedule, Weather, and Work Hours**

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- Schedule
  - The Project Schedule will include pre-construction and construction activities and when fully developed will serve as the basis for the time required to complete the project
  - Construction duration is estimated to be approximately 139 calendar days.
- Work Hours
  - Normal working days are Monday through Friday, excluding holidays. Work may take place at night or on weekends as coordinated with the Owner.

**Environmental**

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- We have assumed that all environmental investigations and permits will be accomplished and paid for by the Owner if required
- The handling or abatement of hazardous materials are not included in this estimate

**Building Inspections**

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- Inspections will be provided as required by local jurisdiction

**Layout & Engineering**

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- Layout and engineering as required

**Materials Testing**

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- Materials Testing is by Owner

**Site Prep & Clearing - 02-0200**

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- Pothole Existing Site 1 LS
- Clear & Grub Site 16 AC
- Selective Clearing Site 1 AC
- Demo Gas Line 1,285 LF
- Demo Fence 3,430 LF
- Sawcut HMAc 115 LF
- Misc Demolition- Site 1 LS

**Site Concrete - 03-5100**

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- 6" Concrete Paving 7,625 SF
- Integral Curb 270 LF
- Curb & Gutter & Ribbon Curb 12,200 LF
- Site Sidewalk 27,590 SF
- HC Ramps 11 EA

**Site Work - 31-1000**

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- Strip Topsoil 6,530 CY
- Excavation 38,100 CY
- Embankment- Common Fill 27,600 CY
- Subgrade Building Pad 5,200 SY
- 2' Wide Clay Cap At Building 80 CY
- Spoil Disposal 1,300 LD
- Backfill Curb 12,200 LF
- Fine Grade Around Building 2,550 SY
- Respread Topsoil 4" 3,660 CY
- Staging Area & Access 8" Flex Base & Removal 5,865 SY
- Traffic Control For Site 18 MO



**Erosion Control - 31-2500**

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• SW3P	18 MO
• Silt Fence	2,300 LF
• Construction Entrance	2 EA
• Concrete Wash Pit	1 EA
• Rock Berm	170 LF
• Tree Protection	3,800 LF
• Inlet Protection	23 EA
• Reveg Offsite Work- Bermuda	44,440 SY
• Reveg Onsite Work- Bermuda	33,250 SY
• Dewatering Skimmer At Pond	1 EA
• Temp Watering	78,885 SY

**Paving - 32-1217**

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• Subgrade Prep- 3' BOC	34,740 SY
• 8" Lime Stabilization	33,855 SY
• 10" Flex Base- 3' BOC	18,750 TN
• 8" Flex Base- 3' BOC- Concrete	420 TN
• 3" HMA TY D- Pg64-22 W/Rap	27,025 SY
• Clean 1ST Course HMA Paving	27,025 SY
• Striping and Signage- Site	1 LS
• Traffic Control	1 LS

**Landscaping - 32-9300**

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• Paving Sleeves- 1-4" & 1-6" PVC	460 LF
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**Dry Utility - 33-0100**

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• Electrical & Telecom Conduits	1 LS
• 4" Electrical Sleeve For Food Truck	625 LF

**Water - 33-1100**

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• Tie To Waterline	2 EA
• 8" DI Fire Line	2,285 LF
• 6" DI Fire Line	135 LF
• 4" PVC Waterline	950 LF
• 2" Copper Waterline	60 LF
• 6" DI Fire Lead	100 LF
• 4" Gate Valve	1 EA
• 8" Tee and Stub For Future	3 EA
• Fire Department Connection	1 EA
• Fire Hydrant Assembly	4 EA
• 8" Fire Riser Assembly	1 EA
• 6" Fire Riser Assembly	1 EA
• 2" Irrigation Meter Assembly W/ BFP	1 EA
• 4" Meter With Vault	1 EA
• 10" RPZ	1 EA
• 4" Backflow Preventer W/ Vault	1 EA
• 4" Empty Conduit For Food Truck Service	625 LF
• Temporary Utilities To Trailer Compound	1 LS
• Flow Fill and Patch Roadway Crossing	1 LS
• Test Waterline	3,465 LF
• Traffic Control	1 LS
• Trench Safety	3,465 LF



**Wastewater - 33-3100**

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• Tie To Wastewater Manhole and Rehab	1 EA
• 8" Wastewater Line	460 LF
• 4' Wastewater Manhole	1 EA
• Large Diameter Cleanout	1 EA
• 8" Cleanout	1 EA
• Test & Camera WWL	460 LF
• Trench Safety	460 LF

**Wet Pond - 33-4000**

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• Trash Rack With Concrete Pad	1 EA
• 6" PVC SSL Outfall	65 LF
• 6" Actuator Valve With Manhole	1 EA
• 6" Safety End Treatment	1 EA
• Electrical Service For Actuator Valve	1 LS
• Overflow Weir	1,255 SF
• Geomembrane Pond Liner With Soil Cover and Filter Fabric	23,280 SF
• 36"X36" Concrete Pad For Actuator Valve	1 EA
• Temp Watering At Pond	1 LS

**Storm Sewer - 33-4000**

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• 6" PVC French Drain	1,980 LF
• 6" PVC Discharge Line- French Drain	680 LF
• 6" PVC Storm Sewer Line	195 LF
• 12" PVC SSL	75 LF
• 12" RCP SSL	450 LF
• 18" RCP SSL	1,440 LF
• 24" RCP SSL	665 LF
• 36" RCP SSL	800 LF
• 6X3 Box Culvert	95 LF
• 6" Cleanout	17 EA
• 2X2 Grate Inlet	3 EA
• 3X3 Grate Inlets	7 EA
• 4X4 Grate Inlets	7 EA
• 10' Curb Inlets	9 EA
• 6X6 Junction Box	1 EA
• 4' Storm Sewer Manhole	1 EA
• 6X3 Box Culvert Headwall	2 EA
• 6" Safety End Treatment	3 EA
• 12" Safety End Treatment	3 EA
• 24" Safety End Treatment	1 EA
• 36" Safety End Treatment	2 EA
• Rock Rip Rap	40 CY
• Trench Safety	6,380 LF



**Remaining Work to be Procured - 51-8920**

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• Scope of work items to be determined	\$	190,591
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**Exclusions**

- The following items are not included in our Cost Estimate:
- Architectural or Engineering Fees
- Materials testing cost
- Permit fees
- Impact fees of any kind
- Grout Filling Of Existing Utility Lines To Be Abandoned Is Excluded
- Cement Stabilized Subgrade Is Excluded
- Railroad Insurance And Crossings Are Excluded
- Brick Pavers, Subbase And Hardscape Is Excluded
- All Site Electrical Is Excluded Except For Ductbank For Electrical And Telecom Listed Above
- Utility connection fees of any kind
- Assessment Fees to be paid by Owner
- Hazardous material assessment, removal, or abatement
- Engineer stamped steel shop drawings
- Landscape maintenance
- The following items are to be provided and installed by the Owner
- Furnish of Security Cameras and Head-end Equipment
- Furnish of Wireless Access Points & Equipment
- Seating and Tables unless noted otherwise above
- All non-fixed furnishings unless noted otherwise above
- Any Owner’s Betterment Allowance
- Any items noted in this scope narrative as “not included” or “not included in price”

**Remaining Work to be Procured**

The Early Site Release Package #1 Estimate includes Remaining Work to be Procured in the amount of \$190,591 for Scope of work items to be determined

**General Materials Pricing – Applies to all Above Scopes of Work**

Due to the extreme volatility and uncertainty of materials pricing in the current market, If the price of any material increases over the amounts included in this proposal, the price shall be equitably adjusted by an amount necessary to cover any such documented increase.

**General Material Availability and Supply Chain – Applies to all Above Scopes of Work**



Due to ongoing supply chain issues, Contractor will exercise all reasonable diligence to deliver the Project as per the mutually agreed upon schedule but shall not be responsible for any damages for delays or liquidated damages due to any cause beyond Contractor’s reasonable control, including but not limited to, pandemics, labor shortages, material shortages, material delays, shipping delays, acts of God, civil unrest, or action by any official act of government.

**Cost Estimate**

<b>Lump Sum Cost for Building and Site Work</b>	<b>\$</b>	<b>7,055,714</b>
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A cost breakdown is attached

## **GMP Proposal Cost Breakdown**

 	Wilco Headquarters	
	Early Site Release Package #1	
	3/18/2024	
	19.43 Weeks	
<b>Scope</b>	<b>Costs</b>	<b>Per SF</b>
Site Prep & Clearing	\$ 141,256	\$ 1.17
Site Concrete	\$ 692,705	\$ 5.76
Site Work	\$ 1,087,745	\$ 9.05
Erosion Control	\$ 282,571	\$ 2.35
Paving	\$ 2,036,940	\$ 16.94
Landscaping	\$ 39,100	\$ 0.33
Dry Utility	\$ 248,431	\$ 2.07
Water	\$ 520,655	\$ 4.33
Wastewater	\$ 60,530	\$ 0.50
Wet Pond	\$ 208,965	\$ 1.74
Storm Sewer	\$ 968,220	\$ 8.05
Work yet to be procured	\$ 190,591	\$ 1.59
<b>Subtotal Cost</b>	<b>\$ 6,477,709</b>	<b>\$ 53.88</b>
Fee 8.92%	\$ 578,004	\$ 4.81
<b>Total</b>	<b>\$ 7,055,714</b>	<b>\$ 58.69</b>

Chasco

Project **Williamson County Headquarters GMP Early Site Release #1 3.18.24**

Estimator Alex Paetznick  
Bid Date 3/13/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
02-0200	<b>Site Prep &amp; Clearing</b>									
		1	LS	0.00	0	0.00	0	141,256.00	141,256	141,256
	Pothole Existing Site	1	LS	0.00	0	0.00	0	0.00	0	0
	Clear & Grub Site	16	AC	0.00	0	0.00	0	0.00	0	0
	Selective Clearing Site	1	AC	0.00	0	0.00	0	0.00	0	0
	Demo Gas Line	1,285	LF	0.00	0	0.00	0	0.00	0	0
	Demo Fence	3,430	LF	0.00	0	0.00	0	0.00	0	0
	Sawcut HMAC	115	LF	0.00	0	0.00	0	0.00	0	0
	Misc Demolition- Site	1	LS	0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		141,256	141,256

Project

Williamson County Headquarters GMP Early Site Release #1 3.18.24

Chasco

Estimator  
Bid Date

Alex Paetznick  
3/13/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
03-5100	<b>Site Concrete</b>									
		1	LS	0.00	0	0.00	0	692,705.00	692,705	692,705
	6" Concrete Paving	7,625	SF	0.00	0	0.00	0	0.00	0	0
	Integral Curb	270	LF	0.00	0	0.00	0	0.00	0	0
	Curb & Gutter & Ribbon Curb	12,200	LF	0.00	0	0.00	0	0.00	0	0
	Site Sidewalk	27,590	SF	0.00	0	0.00	0	0.00	0	0
	HC Ramps	11	EA	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		692,705	692,705

Chasco

Project

**Williamson County Headquarters GMP Early Site Release #1 3.18.24**

Estimator  
Bid Date

Alex Paetznick  
3/13/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
31-1000	<b>Site Work</b>									
		1	LS	0.00	0	0.00	0	1,087,745.00	1,087,745	1,087,745
	Strip Topsoil	6,530	CY	0.00	0	0.00	0	0.00	0	0
	Excavation	38,100	CY	0.00	0	0.00	0	0.00	0	0
	Embankment- Common Fill	27,600	CY	0.00	0	0.00	0	0.00	0	0
	Subgrade Building Pad	5,200	SY	0.00	0	0.00	0	0.00	0	0
	2' Wide Clay Cap At Building	80	CY	0.00	0	0.00	0	0.00	0	0
	Spoil Disposal	1,300	LD	0.00	0	0.00	0	0.00	0	0
	Backfill Curb	12,200	LF	0.00	0	0.00	0	0.00	0	0
	Fine Grade Around Building	2,550	SY	0.00	0	0.00	0	0.00	0	0
	Respread Topsoil 4"	3,660	CY	0.00	0	0.00	0	0.00	0	0
	Staging Area & Access 8" Flex Base & Removal	5,865	SY	0.00	0	0.00	0	0.00	0	0
	Traffic Control For Site	18	MO	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		1,087,745	1,087,745

Chasco

Project **Williamson County Headquarters GMP Early Site Release #1 3.18.24**

Estimator Alex Paetznick  
Bid Date 3/13/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
31-2500	<b>Erosion Control</b>									
		1	LS	0.00	0	0.00	0	282,571.00	282,571	282,571
	SW3P	18	MO	0.00	0	0.00	0	0.00	0	0
	Silt Fence	2,300	LF	0.00	0	0.00	0	0.00	0	0
	Construction Entrance	2	EA	0.00	0	0.00	0	0.00	0	0
	Concrete Wash Pit	1	EA	0.00	0	0.00	0	0.00	0	0
	Rock Berm	170	LF	0.00	0	0.00	0	0.00	0	0
	Tree Protection	3,800	LF	0.00	0	0.00	0	0.00	0	0
	Inlet Protection	23	EA	0.00	0	0.00	0	0.00	0	0
	Reveg Offsite Work- Bermuda	44,440	SY	0.00	0	0.00	0	0.00	0	0
	Reveg Onsite Work- Bermuda	33,250	SY	0.00	0	0.00	0	0.00	0	0
	Dewatering Skimmer At Pond	1	EA	0.00	0	0.00	0	0.00	0	0
	Temp Watering	78,885	SY	0.00	0	0.00	0	0.00	0	0
	Vegetative Filter Strip	1,200	SY	0.00	0	0.00	0	0.00	0	0
	Erosion Control Maintenance	18	MO	0.00	0	0.00	0	0.00	0	0
	Remove Erosion Control	6,270	LF	0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		282,571	282,571

Chasco

Project **Williamson County Headquarters GMP Early Site Release #1 3.18.24**

Estimator Alex Paetznick  
Bid Date 3/13/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
32-1217	<b>Paving</b>									
		1		0.00	0	0.00	0	2,036,940.00	2,036,940	2,036,940
	Subgrade Prep- 3' BOC	34,740	SY	0.00	0	0.00	0	0.00	0	0
	8" Lime Stabilization	33,855	SY	0.00	0	0.00	0	0.00	0	0
	10" Flex Base- 3' BOC	18,750	TN	0.00	0	0.00	0	0.00	0	0
	8" Flex Base- 3' BOC- Concrete	420	TN	0.00	0	0.00	0	0.00	0	0
	3" HMAC TY D- Pg64-22 W/Rap	27,025	SY	0.00	0	0.00	0	0.00	0	0
	Clean 1ST Course HMAC Paving	27,025	SY	0.00	0	0.00	0	0.00	0	0
	Striping and Signage- Site	1	LS	0.00	0	0.00	0	0.00	0	0
	Traffic Control	1	LS	0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		2,036,940	2,036,940

Chasco

Project **Williamson County Headquarters GMP Early Site Release #1 3.18.24**

Estimator Alex Paetznick  
Bid Date 3/13/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
32-9300	<b>Landscaping</b>									
	Paving Sleeves- 1-4" & 1-6" PVC	460	LF	0.00	0	0.00	0	85.00	39,100	39,100
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		39,100	39,100



Chasco

Project **Williamson County Headquarters GMP Early Site Release #1 3.18.24**

Estimator Alex Paetznick  
Bid Date 3/13/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
33-1100	<b>Water</b>									
		1	LS	0.00	0	0.00	0	520,655.00	520,655	520,655
	Tie To Waterline	2	EA	0.00	0	0.00	0	0.00	0	0
	8" DI Fire Line	2,285	LF	0.00	0	0.00	0	0.00	0	0
	6" DI Fire Line	135	LF	0.00	0	0.00	0	0.00	0	0
	4" PVC Waterline	950	LF	0.00	0	0.00	0	0.00	0	0
	2" Copper Waterline	60	LF	0.00	0	0.00	0	0.00	0	0
	6" DI Fire Lead	100	LF	0.00	0	0.00	0	0.00	0	0
	4" Gate Valve	1	EA	0.00	0	0.00	0	0.00	0	0
	8" Tee and Stub For Future	3	EA	0.00	0	0.00	0	0.00	0	0
	Fire Department Connection	1	EA	0.00	0	0.00	0	0.00	0	0
	Fire Hydrant Assembly	4	EA	0.00	0	0.00	0	0.00	0	0
	8" Fire Riser Assembly	1	EA	0.00	0	0.00	0	0.00	0	0
	6" Fire Riser Assembly	1	EA	0.00	0	0.00	0	0.00	0	0
	2" Irrigation Meter Assembly W/ BFP	1	EA	0.00	0	0.00	0	0.00	0	0
	4" Meter With Vault	1	EA	0.00	0	0.00	0	0.00	0	0
	10" RPZ	1	EA	0.00	0	0.00	0	0.00	0	0
	4" Backflow Preventer W/ Vault	1	EA	0.00	0	0.00	0	0.00	0	0
	4" Empty Conduit For Food Truck Service	625	LF	0.00	0	0.00	0	0.00	0	0
	Temporary Utilities To Trailer Compound	1	LS	0.00	0	0.00	0	0.00	0	0
	Flow Fill and Patch Roadway Crossing	1	LS	0.00	0	0.00	0	0.00	0	0
	Test Waterline	3,465	LF	0.00	0	0.00	0	0.00	0	0
	Traffic Control	1	LS	0.00	0	0.00	0	0.00	0	0
	Trench Safety	3,465	LF	0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		520,655	520,655

Chasco

Project **Williamson County Headquarters GMP Early Site Release #1 3.18.24**

Estimator Alex Paetznick  
Bid Date 3/13/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
<b>33-3100</b>	<b>Wastewater</b>									
		1	LS	0.00	0	0.00	0	60,530.00	60,530	60,530
	Tie To Wastewater Manhole and Rehab	1	EA	0.00	0	0.00	0	0.00	0	0
	8" Wastewater Line	460	LF	0.00	0	0.00	0	0.00	0	0
	4' Wastewater Manhole	1	EA	0.00	0	0.00	0	0.00	0	0
	Large Diameter Cleanout	1	EA	0.00	0	0.00	0	0.00	0	0
	8" Cleanout	1	EA	0.00	0	0.00	0	0.00	0	0
	Test & Camera WWL	460	LF	0.00	0	0.00	0	0.00	0	0
	Trench Safety	460	LF	0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		60,530	60,530



Chasco

Project

**Williamson County Headquarters GMP Early Site Release #1 3.18.24**

Estimator  
Bid Date

Alex Paetznick  
3/13/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.	SUB.			
33-4000	<b>Storm Sewer</b>									
		1	LS	0.00	0	0.00	0	968,220.00	968,220	968,220
	6" PVC French Drain	1,980	LF	0.00	0	0.00	0	0.00	0	0
	6" PVC Discharge Line- French Drain	680	LF	0.00	0	0.00	0	0.00	0	0
	6" PVC Storm Sewer Line	195	LF	0.00	0	0.00	0	0.00	0	0
	12" PVC SSL	75	LF	0.00	0	0.00	0	0.00	0	0
	12" RCP SSL	450	LF	0.00	0	0.00	0	0.00	0	0
	18" RCP SSL	1,440	LF	0.00	0	0.00	0	0.00	0	0
	24" RCP SSL	665	LF	0.00	0	0.00	0	0.00	0	0
	36" RCP SSL	800	LF	0.00	0	0.00	0	0.00	0	0
	6X3 Box Culvert	95	LF	0.00	0	0.00	0	0.00	0	0
	6" Cleanout	17	EA	0.00	0	0.00	0	0.00	0	0
	2X2 Grate Inlet	3	EA	0.00	0	0.00	0	0.00	0	0
	3X3 Grate Inlets	7	EA	0.00	0	0.00	0	0.00	0	0
	4X4 Grate Inlets	7	EA	0.00	0	0.00	0	0.00	0	0
	10' Curb Inlets	9	EA	0.00	0	0.00	0	0.00	0	0
	6X6 Junction Box	1	EA	0.00	0	0.00	0	0.00	0	0
	4' Storm Sewer Manhole	1	EA	0.00	0	0.00	0	0.00	0	0
	6X3 Box Culvert Headwall	2	EA	0.00	0	0.00	0	0.00	0	0
	6" Safety End Treatment	3	EA	0.00	0	0.00	0	0.00	0	0
	12" Safety End Treatment	3	EA	0.00	0	0.00	0	0.00	0	0
	24" Safety End Treatment	1	EA	0.00	0	0.00	0	0.00	0	0
	36" Safety End Treatment	2	EA	0.00	0	0.00	0	0.00	0	0
	Rock Rip Rap	40	CY	0.00	0	0.00	0	0.00	0	0
	Trench Safety	6,380	LF	0.00	0	0.00	0	0.00	0	0
				0.00		0.00		0.00	0	0
	<b>TOTAL</b>				0		0		968,220	968,220

Chasco

Project **Williamson County Headquarters Early Site Release #1 3.18.24**

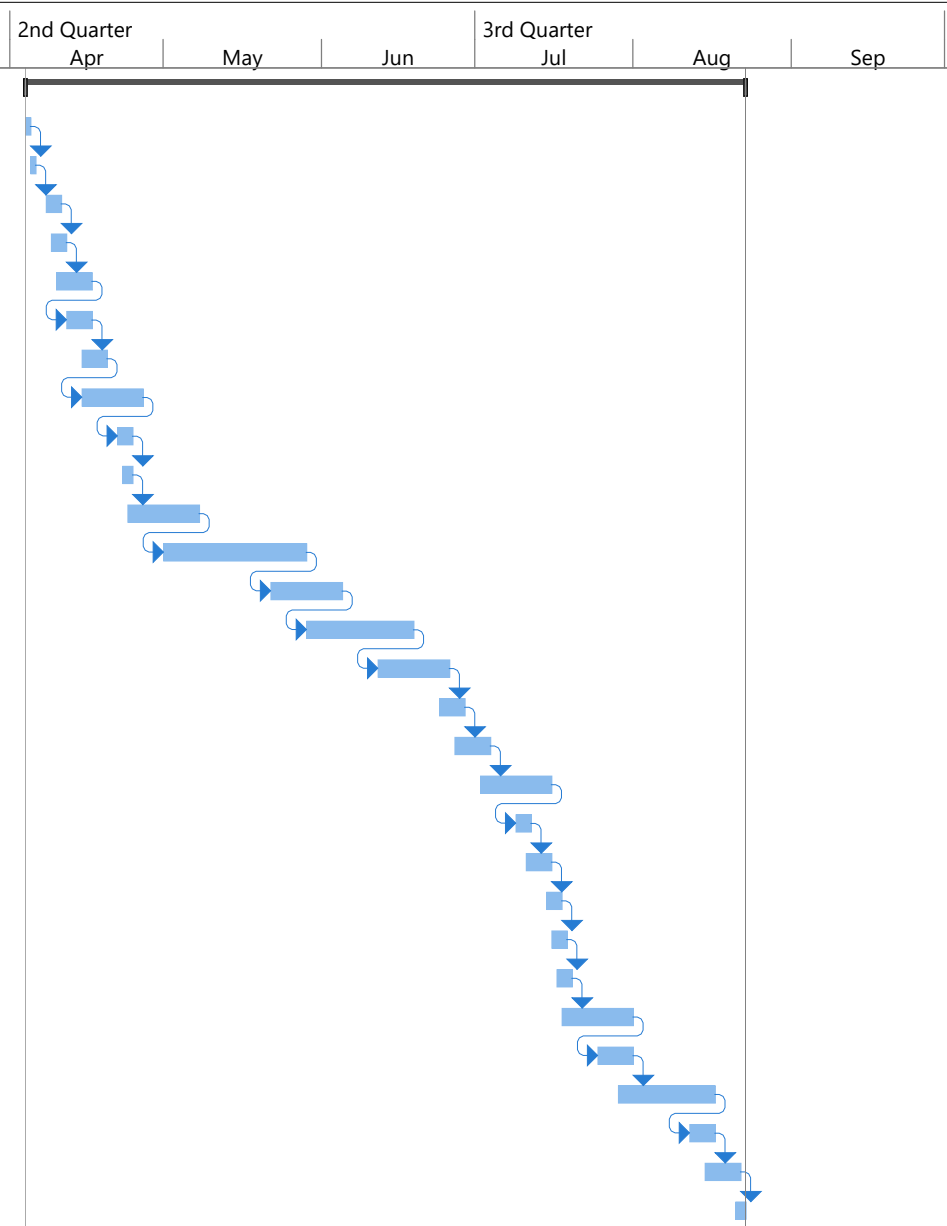
Estimator Alex Paetznick  
 Bid Date 3/13/2024

DIV.	DESCRIPTION	QUANT.	UNIT	UNIT	LABOR	UNIT	MATERIAL	UNIT	SUB #	TOTALS
				LABOR		MATL.		SUB.		
51-8920	<b>Work yet to be procured</b>									
	Scope of work items to be determined	3.00%	LS	0.00	0	0.00	0	6,353,044.00	190,591	190,591
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
				0.00	0	0.00	0	0.00	0	0
	<b>TOTAL</b>				0		0		190,591	190,591



## Master Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors	2nd Quarter					3rd Quarter		
								Mar	Apr	May	Jun	Jul	Aug	Sep	
1		<b>SITWORK</b>	<b>101 days</b>	<b>Thu 4/4/24</b>	<b>Thu 8/22/24</b>										
2		TCEQ PERMIT (contingent on issuance of WPAP permit by TCEQ)	1 day	Thu 4/4/24	Thu 4/4/24		3								
3		NOTICE TO PROCEED	1 day	Fri 4/5/24	Fri 4/5/24	2	4								
4		EROSION CONTROLS	3 days	Mon 4/8/24	Wed 4/10/24	3	5FS-2 days								
5		SITE ACCESS/CONST. ENTRANCES	3 days	Tue 4/9/24	Thu 4/11/24	4FS-2 days	6FS-2 days								
6		TEMPORARY ROADS	5 days	Wed 4/10/24	Tue 4/16/24	5FS-2 days	7FS-3 days								
7		STAGING AREA	3 days	Fri 4/12/24	Tue 4/16/24	6FS-3 days	8FS-2 days								
8		CLEAR & GRUB	5 days	Mon 4/15/24	Fri 4/19/24	7FS-2 days	9FS-5 days								
9		SELECTIVE CLEARING AT TRAIL SYSTEM	10 days	Mon 4/15/24	Fri 4/26/24	8FS-5 days	10FS-5 days								
10		STRIP TOPSOIL	3 days	Mon 4/22/24	Wed 4/24/24	9FS-5 days	11FS-2 days								
11		ROUGH CUT POND	2 days	Tue 4/23/24	Wed 4/24/24	10FS-2 days	12FS-1 day								
12		EXC & EMBANK	10 days	Wed 4/24/24	Tue 5/7/24	11FS-1 day	13FS-5 days								
13		STORM SEWER	20 days	Wed 5/1/24	Tue 5/28/24	12FS-5 days	14FS-5 days								
14		WW	10 days	Wed 5/22/24	Tue 6/4/24	13FS-5 days	15FS-5 days								
15		FIRE LINE	15 days	Wed 5/29/24	Tue 6/18/24	14FS-5 days	16FS-5 days								
16		DOMESTIC WATER	10 days	Wed 6/12/24	Tue 6/25/24	15FS-5 days	17FS-2 days								
17		EXCAVATE BUILDING CRAWLSPACE	5 days	Mon 6/24/24	Fri 6/28/24	16FS-2 days	18FS-2 days								
18		FRENCH DRAIN AT FOUNDATION	5 days	Thu 6/27/24	Wed 7/3/24	17FS-2 days	19FS-2 days								
19		ELEC. & COMM CONDUITS	10 days	Tue 7/2/24	Mon 7/15/24	18FS-2 days	20FS-5 days								
20		WATER FEATURE CONDUITS	3 days	Tue 7/9/24	Thu 7/11/24	19FS-5 days	21FS-1 day								
21		FOOD COURT CONDUITS	3 days	Thu 7/11/24	Mon 7/15/24	20FS-1 day	22FS-1 day								
22		EV CHARGER CONDUITS	3 days	Mon 7/15/24	Wed 7/17/24	21FS-1 day	23FS-2 days								
23		GAS	3 days	Tue 7/16/24	Thu 7/18/24	22FS-2 days	24FS-2 days								
24		IRRIGATION SLEEVES	3 days	Wed 7/17/24	Fri 7/19/24	23FS-2 days	25FS-2 days								
25		LIME STABILIZE SUBGRADE	10 days	Thu 7/18/24	Wed 7/31/24	24FS-2 days	26FS-5 days								
26		FIRST COUSE BASE	5 days	Thu 7/25/24	Wed 7/31/24	25FS-5 days	27FS-3 days								
27		CURB & GUTTER	15 days	Mon 7/29/24	Fri 8/16/24	26FS-3 days	28FS-5 days								
28		BACKFILL CURBS	5 days	Mon 8/12/24	Fri 8/16/24	27FS-5 days	29FS-2 days								
29		SECOND COURSE BASE	5 days	Thu 8/15/24	Wed 8/21/24	28FS-2 days	30FS-1 day								
30		FIRST COURSE HMAC	2 days	Wed 8/21/24	Thu 8/22/24	29FS-1 day									



Project: HQ preliminary schedule Date: Fri 3/15/24	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			

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Chasco Constructors  
ROUND ROCK, TX United States

Certificate Number:  
2024-1136696

Date Filed:  
03/20/2024

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

Williamson County Texas

Date Acknowledged:

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

Early Site Release Package #1  
Wilco HQ - GMP Early Site Release Package #1 3.18.24

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Glace Jr., Charles	Round Rock, TX United States	X	
	King, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Craig R Hunter, and my date of birth is [REDACTED].

My address is 40 N IH 35, Apt. 6D3, Austin, TX, 78701, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 20th day of March, 2024.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**Certificate Number:**  
 2024-1136696

**Date Filed:**  
 03/20/2024

**Date Acknowledged:**  
 03/21/2024

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Chasco Constructors  
 ROUND ROCK, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 Early Site Release Package #1  
 Wilco HQ - GMP Early Site Release Package #1 3.18.24

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Glance Jr., Charles	Round Rock, TX United States	X	
	King, Charles	Round Rock, TX United States	X	

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

**6 UNSWORN DECLARATION**

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

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

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

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

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

**Commissioners Court - Regular Session**

28.

**Meeting Date:** 03/26/2024

Gray Engr 21RFSQ14 WA4 Drainage Improvements

**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 Work Authorization No 4 in the amount of \$229,961.06 under Williamson County Contract for Engineering Services between Gray Engineering, Inc. and Williamson County dated May 31, 2022 for Drainage Improvements on CR 126, CR 347, CR 348, CR 365, CR 408, CR 411, CR 431. Funding source: 01.0200.0210.004100.

**Background**

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

**Attachments**

Gray Engr 21RFSQ14 WA4 Drainage Improvements

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/21/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

03/19/2024 12:27 PM

03/21/2024 10:26 AM

Started On: 03/19/2024 12:08 PM

## WORK AUTHORIZATION NO.4

**PROJECT: Engineering Design Services for Drainage Improvements on CR 126, CR 347, CR 348, CR 365, CR 408, CR 411, CR 431.**

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 Gray Engineering Inc. (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$229,961.06

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 \_\_\_\_\_, 2024.

ENGINEER:

Gray Engineering, Inc.

By:   
Signature

Seth Mearig, P.E.  
Printed Name

President & CEO  
Title

COUNTY:

Williamson County, Texas

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

Bill Gravell, Jr.  
Printed Name

Williamson County Judge  
Title

## LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## **Attachment A - Services to be Provided by County**

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review, and oversight.
- LIDAR contours and aerial background.
- Existing culvert sizes and elevations.
- Construction oversight, administration, and management.

## Attachment B - Services to be Provided by Engineer

### Project Locations:

1. CR 126 from SH29 to CR 124 (approximately 16,108')
2. CR 347 from N SH 95 (approximately 9,061')
3. CR 348 from FM 971 to the East End (approximately 15,253')
4. CR 365 from CR 374 to City Limits of Taylor (approximately 3,681')
5. CR 408 from UPRR to CR 409 (approximately 3,342')
6. CR 411 from CR 409 to FM 619 (approximately 4,695')
7. CR 431 from US 79 to FM 112 (approximately 4,979')

### Task 1: Project Management

Maintain direction of the project with Williamson County via scheduled meetings. Provide monthly schedule and memo updates.

### Task 2: LIDAR contours and aerial background, culvert inventory, sizing, and elevations.

To be provided by Williamson County.

### Task 3: Preliminary Engineering

Create an existing base from information provided by Williamson County. Delineate drainage areas and perform runoff calculations for 2-yr, 5-yr, 10-yr, 25-yr, and 100-yr storm events for parallel driveway culverts and non-bridge class cross culverts within the project limits, including data collection, and field reconnaissance. Provide a scroll plot (1" = 100') showing drainage area boundaries, time of concentration path, drainage area I.D., 2' LIDAR contours and aerial background provided by the County. Provide table showing runoff calculations and existing culvert capacity analysis results.

### Task 4: Final Engineering

Determine parallel driveway culverts and non-bridge class cross culverts in need of replacement due to condition, inadequate capacity, or safety treatment. Provide 11x17 Plan sheets (1" = 50') for proposed improvements to parallel driveway culverts and non-bridge class cross culverts showing roadway centerline, stationing, approximate ROW, 1' LIDAR contours (provided by the County), and aerial background. Provide Quantity summary table for proposed drainage facility improvements. The scope of this deliverable will be to provide a plan view of the improvements and computations in tabular format for culverts in need of replacement.

### Task 5: Bidding Phase Services

To be conducted by Williamson County.

### Task 6: Construction Phase Services

To be conducted by Williamson County.

**Deliverables:**

## 50% Submittal:

- 1 copy of scroll plot of drainage areas and runoff calculations.
- Existing Culvert Analysis Summary

## 100% Submittal:

- 1 paper copy of 11" x 17" Plan Set
- Proposed Culvert Analysis Summary
- Preliminary Quantity Summary

## Final Signed and Seal Submittal:

- 1 paper copy of 11" x 17" Plan Sheets
- Final Quantity summary
- Electronic copy of submittal documents in PDF format on CD

## **Attachment C - Work Schedule**

Please see next page.

**Attachment C - Work Schedule  
WILCO CR H&H Various Roadways**

**Project:** Williamson County  
WA#4  
**Prepared By:** Gray Engineering, Inc.  
**Date:** March 18, 2024  
**Date Revised:**

<b>WILCO CR H&amp;H Various Roadways</b>			Complete
50% Submittal	50	Days	6/27/2024
100% Submittal	25	Days	8/13/2024
Final Signed and Sealed Set	20	Days	9/18/2024
<b>Total</b>		95 Days	

Start 4/3/2024  
End 9/18/2024

## **Attachment D - Fee Schedule**

Please see next page.

**WILCO CR H&H Various Roadways  
Work Authorization No. 4**

WILCO CR H&H Various Roadways - WORK SHEET		Principal			Project Manager			Project Engineer			EIT			CAD Designer			Total
Task	Sub Task	HRS	Rate	Total	HRS	Rate	Total	HRS	Rate	Total	HRS	Rate	Total	HRS	Rate	Total	
Project Management	Coordination	0	\$339.43	\$ -	32	\$287.21	\$9,190.72	0	\$219.33	\$ -	0	\$167.11	\$ -	0	\$146.22	\$ -	\$9,190.72
	Monthly Progress Reports & Schedules	0	\$339.43	\$ -	20	\$287.21	\$5,744.20	0	\$219.33	\$ -	0	\$167.11	\$ -	0	\$146.22	\$ -	\$5,744.20
	<b>Subtotal</b>	<b>0</b>		<b>\$0.00</b>	<b>52</b>		<b>\$14,934.92</b>	<b>0</b>		<b>\$0.00</b>	<b>0</b>		<b>\$0.00</b>	<b>0</b>		<b>\$0.00</b>	<b>\$14,934.92</b>
Preliminary Engineering	Import Base & Survey Information(WilCo)	0	\$339.43	\$ -	0	\$287.21	\$ -	0	\$219.33	\$ -	0	\$167.11	\$ -	56	\$146.22	\$8,188.32	\$8,188.32
	Drainage Analysis & Runoff Calculations (50% Submittal)	8	\$339.43	\$ 2,715.44	40	\$287.21	\$11,488.40	120	\$219.33	\$26,319.60	200	\$167.11	\$ 33,422.00	0	\$146.22	\$ -	\$73,945.44
	Scroll Plot (50% Submittal)	2	\$339.43	\$ 678.86	6	\$287.21	\$1,723.26	9	\$219.33	\$1,973.97	0	\$167.11	\$ -	40	\$146.22	\$5,848.80	\$10,224.89
	Culvert Analysis Table (50% Submittal)	5	\$339.43	\$ 1,697.15	12	\$287.21	\$ 3,446.52	40	\$219.33	\$8,773.20	60	\$167.11	\$ 10,026.60	0	\$146.22	\$ -	\$23,943.47
	Site Visits	0	\$339.43	\$ -	9	\$287.21	\$ 2,584.89	16	\$219.33	\$3,509.28	16	\$167.11	\$ 2,673.76	16	\$146.22	\$ 2,339.520	\$11,107.45
	<b>Subtotal</b>		<b>15</b>		<b>\$ 5,091.45</b>	<b>67</b>		<b>\$19,243.07</b>	<b>185</b>		<b>\$40,576.05</b>	<b>276</b>		<b>\$46,122.36</b>	<b>112</b>		<b>\$16,376.64</b>
Final Engineering	100% Progress Set (100% Submittal)	12	\$339.43	\$ 4,073.16	24	\$287.21	\$6,893.04	40	\$219.33	\$8,773.20	48	\$167.11	\$8,021.28	60	\$146.22	\$8,773.20	\$36,533.88
	Preliminary Quantities Estimate (100% Submittal)	4	\$339.43	\$ 1,357.72	4	\$287.21	\$1,148.84	16	\$219.33	\$3,509.28	0	\$167.11	\$0.00	0	\$146.22	\$ -	\$6,015.84
	Culvert Design Table (100% Submittal)	4	\$339.43	\$ 1,357.72	12	\$287.21	\$3,446.52	24	\$219.33	\$5,263.92	30	\$167.11	\$5,013.30	0	\$146.22	\$ -	\$15,081.46
	Final Set (Final Submittal)	4	\$339.43	\$ 1,357.72	16	\$287.21	\$4,595.36	24	\$219.33	\$5,263.92	32	\$167.11	\$5,347.52	60	\$146.22	\$8,773.20	\$25,337.72
	Final Quantities Estimate (Final Submittal)	2	\$339.43	\$ 678.86	4	\$287.21	\$1,148.84	6	\$219.33	\$1,315.98	9	\$167.11	\$1,503.99	0	\$146.22	\$ -	\$4,647.67
	<b>Subtotal</b>		<b>26</b>		<b>\$ 8,825.18</b>	<b>60</b>		<b>\$17,232.60</b>	<b>110</b>		<b>\$24,126.30</b>	<b>119</b>		<b>\$19,886.09</b>	<b>120</b>		<b>\$17,546.40</b>
<b>TOTAL</b>		<b>41</b>		<b>\$ 13,916.63</b>	<b>179</b>		<b>\$51,410.59</b>	<b>295</b>		<b>\$64,702.35</b>	<b>395</b>		<b>\$66,008.45</b>	<b>232</b>		<b>\$33,923.04</b>	<b>\$229,961.06</b>

Note: This Attachment D - Fee Schedule includes engineering services associated with all of the ROW improvements for the following County roadways

1. CR 126 from SH29 to CR124 (approximately 16,108')
2. CR 347 from N SH 95 (approximately 9,061')
3. CR 348 from FM 971 to the East End (approximately 15,253')
4. CR 365 from CR 374 to City Limits of Taylor (approximately 3,681')
5. CR 408 from UPRR to CR 409 (approximately 3,342')
6. CR 411 from CR 409 to FM 619 (approximately 4,695')
7. CR 431 from US 79 to FM 112 (approximately 4,979')

**Commissioners Court - Regular Session**

29.

**Meeting Date:** 03/26/2024

Seiler Lankes 22RFSQ128 Contract Amendment 2 CR 255 & CR 289

**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 2 under Williamson County Contract for Engineering Services between Seiler Lankes Group and Williamson County dated October 11, 2022 for CR 255 & CR 289 from CR 254 to Ronald Reagan Boulevard. Funding source: P546.

**Background**

The Seiler Lankes Group, LLC (SLG) Contract Amendment No. 2 increases the compensation cap by \$61,600.00 from \$794,159.00 to \$855,759.00 to allow for the execution of a SWA to authorize the preparation of approximately twenty (20) right-of-way hearings. No other changes are proposed at this time. Funding source: P546.

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

Seiler Lankes 22RFSQ128 Contract Amendment 2 CR 255 & CR 289

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/21/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

03/21/2024 11:52 AM

03/21/2024 02:11 PM

Started On: 03/21/2024 11:36 AM

**CONTRACT AMENDMENT NO. 2**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:  
CR 255/CR 289 from CR 254 to Ronald Reagan Boulevard (“Project”)**

THIS CONTRACT AMENDMENT NO. 2 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 Seiler Lankes Group (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 October 11, 2022 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$794,159.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

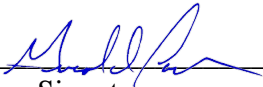
- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$794,159.00 to \$855,759.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

**ENGINEER:**

**COUNTY:**

By:   
Signature

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

Gerald Lankes  
Printed Name

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

CEO  
Title

\_\_\_\_\_  
Title

03/21/2024  
Date

\_\_\_\_\_  
Date

**APPROVED**  
*By Christen Eschberger at 10:49 am, Mar 21, 2024*

**Commissioners Court - Regular Session**

**30.**

**Meeting Date:** 03/26/2024

Gray Engr 21RFSQ14 Contract Amendment No 1 Small Drainage & Roadways

**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 1 under Williamson County Contract for Engineering Services between Gray Engineering, Inc. and Williamson County dated May 31, 2022 for Small Drainage and Small Roadway Projects.

**Background**

This Contract Amendment No 1 is to update the rate schedule. Funding source: 01.0200.0210.004100.

Missing Custom Expenditures Program, please contact Destiny Software

**Fiscal Impact**

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

Gray Engr 21RFSQ14 Contract Amendment No 1

**Form Review**

**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 03/21/2024

**Reviewed By**

Hal Hawes

Becky Pruitt

**Date**

03/19/2024 12:09 PM

03/21/2024 10:25 AM

Started On: 03/19/2024 11:57 AM

# **AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES**

This Amendment No. 1 to Contract for Engineering Services (“Amendment No. 1”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Gray Engineering, Inc. (the “Engineer”).

## **RECITALS**

**WHEREAS**, the County and the Engineer previously executed that certain Contract for Engineering Services (the “Contract”), being dated effective May 31, 2022, wherein Engineer agreed to perform certain professional engineering services in connection with the 21RFSQ14 Design Engineering Services for Small Drainage and Small Roadway Projects for Williamson County Road and Bridge (“Project”);

**WHEREAS**, pursuant to **Article 14**, the terms of the Contract may be modified by a written, fully executed Contract Amendment;

**WHEREAS**, the parties wish to amend the Rate Schedule under **Exhibit D** of the Contract; and

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

## **AGREEMENT**

**NOW, THEREFORE**, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

**I. Amendment to Exhibit D – Rate Schedule**

**Exhibit D – Rate Schedule of the Contract shall be amended and supplanted by the Exhibit D that attached hereto and incorporated herein by reference.**

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

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

ENGINEER:

Gray Engineering, Inc.

By:  Seth Mearig

Printed Name: Seth Mearig, P.E.

Title: President & CEO

Date: March 6th, 2024

COUNTY:

Williamson County, Texas

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

Printed Name: Bill Gravell, Jr.

Title: County Judge

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

**Exhibit D**  
**Rate Schedule**

Please see next page.

## Attachment D – Fee Schedule

<u>Consultant Category</u>	<u>Hourly Rate</u>
Principal	\$339.43
Project Manager	\$287.21
Project Engineer	\$219.33
EIT	\$167.11
Designer	\$146.22
Project Representative	\$135.77
Administration	\$156.66

**Commissioners Court - Regular Session**

31.

**Meeting Date:** 03/26/2024

Ronald Reagan Corridor Segment A LJA Contract Amendment No. 3

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Contract Amendment No. 3 to the Ronald Reagan Corridor Segment A contract between Williamson County and LJA Associates, Inc. relating to the LRTP Corridor Program. Project: P457 Fund Source: LRTP Corridor

**Background**

The LJA Contract Amendment No. 3 amends the compensation cap by \$500,000.00 from \$1,200,000.00 to \$1,700,000.00. This will allow for the execution of Work Authorization No. 3 authorizing survey, right-of-way mapping, and parcel documents on the Reagan Corridor Segment A project to aid in future corridor right-of-way acquisition.

**Fiscal Impact**

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

ReaganCorridorSegA-LJA-Amendment03

**Form Review**

**Inbox**

County Judge Exec Asst.  
Prime Strategies Inc (Originator)  
Form Started By: Marie Walters  
Final Approval Date: 03/13/2024

**Reviewed By**

Becky Pruitt  
Marie Walters

**Date**

02/22/2024 10:04 AM  
03/13/2024 05:20 PM  
Started On: 02/21/2024 09:58 PM

**CONTRACT AMENDMENT NO. 3**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY CORRIDOR PROJECT:  
Ronald Reagan Corridor Seg. A (“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 LJA Engineering, 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 March 9, 2021 (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 \$1,200,000.00; 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 \$1,200,000.00 to \$1,700,000.00, reflecting a total increase of \$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, to be effective as of the date of the last party's execution below.

**ENGINEER:**

**COUNTY:**

By:   
Signature

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

Derek Bohls  
Printed Name

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

Vice President  
Title

\_\_\_\_\_  
Title

2/1/2024  
Date

\_\_\_\_\_  
Date

**APPROVED**  
*By Christen Eschberger at 7:33 am, Feb 22, 2024*

**Commissioners Court - Regular Session**

**32.**

**Meeting Date:** 03/26/2024

CR 314 SLG Contract Amendment No. 2

**Submitted By:** Marie Walters, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No. 2 to the CR 314 and CR 332 Realignment design contract between Williamson County and Seiler Lankes Group, LLC relating to the 2019 Road Bond Program. Project: P364 Fund Source: Road Bonds

**Background**

The Seiler Lankes Group, LLC (SLG) Contract Amendment No. 2 increases the compensation cap by \$91,601.96 from \$1,610,000.00 to \$1,701,601.96 to allow for the execution of a SWA for CR 314 to redesign horizontal and vertical alignment for approximately 1.5 Miles to accommodate newly approved subdivisions, right-of-way (ROW) donations, and to minimize ROW impacts. No other changes are proposed at this time.

**Fiscal Impact**

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

CR314CR332-SLG-PSAAmendment02

CR314-SLG-WA04Supp04

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 09:53 AM

Started On: 03/20/2024 05:02 PM

**CONTRACT AMENDMENT NO. 2**  
**TO**  
**WILLIAMSON COUNTY CONTRACT FOR**  
**ENGINEERING SERVICES**

**WILLIAMSON COUNTY ROAD BOND PROJECT:**  
**Planning and design of Road Bond Projects 3.10, 3.11 CR 314 – IH 35 to 0.96 miles East of**  
**CR 332 and 3.12 CR 332 Realignment from FM 487 to CR 313 (“Project”)**

THIS CONTRACT AMENDMENT NO. 2 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 Seiler Lankes Group, LLC (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 21, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,610,000; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

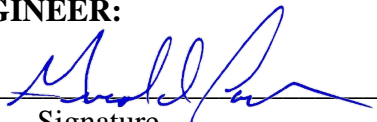
NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,610,000 to \$1,701,601.96, reflecting a total increase of \$91,601.96.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By:   
Signature

Gerald Lankes  
Printed Name

CEO  
Title

03/07/2024  
Date

**COUNTY:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**APPROVED**  
*By Christen Eschberger at 8:36 am, Mar 21, 2024*

**SUPPLEMENTAL WORK AUTHORIZATION NO. 04  
TO  
WORK AUTHORIZATION NO. 04**

**WILLIAMSON COUNTY ROAD BOND PROJECT:  
CR 314 Road Improvement**

This Supplemental Work Authorization No. 04 to Work Authorization No. 04 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 23, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 04 dated effective September 29, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:


- I. The Work Authorization shall terminate on July 30, 2024. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$509,660.18 to \$581,908.00. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By:   
Signature

Gerald Lankes  
Printed Name

CEO  
Title

03/07/2024  
Date

**COUNTY:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**LIST OF ATTACHMENTS**

- Attachment B – Supplemental Services to be Provided by the Engineer
- Attachment C – Work Schedule
- Attachment D - Fee Schedule

**APPROVED**  
*By Christen Eschberger at 8:37 am, Mar 21, 2024*

**ATTACHMENT B**  
**SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE ENGINEER**  
**FOR**  
**CR 314**

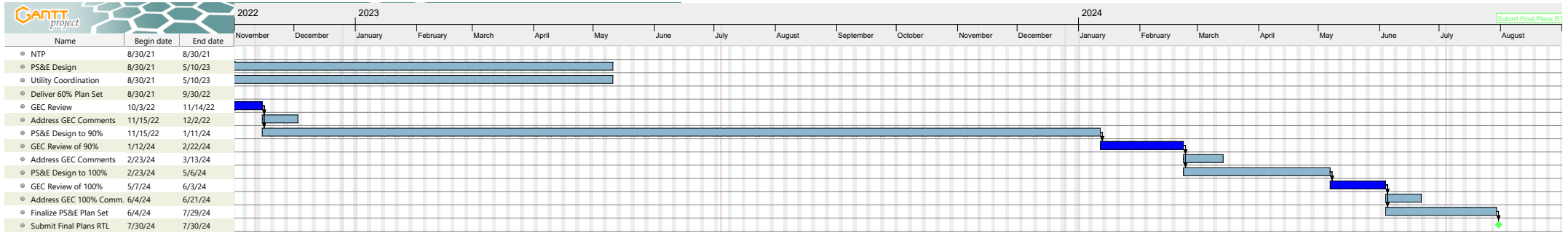
1. CR 314 REALIGNMENT

- Redesigned horizontal and vertical alignment for approximately 1.5 miles to accommodate newly approved subdivisions, ROW donations and to minimize existing row take.
- Redesign affected previously designed plan sheets totaling to 128 sheets.
- Redesign involved additional coordinated between roadway design and drainage design.
- Traffic control design was heavily impacted due to reexamining previously designed temporary detours as well as extensive modifications to the TCP phasing.
- Striping design and sheets underwent multiple revisions due to the shifts.
- Erosion control design was revised due to all realignments.
- Cross Sections were revised multiple times as well as earthwork quantities.
- Updated quantities to ensure each change was captured.
- **PSE PLAN SHEET**
  - Engineer has updated all pertinent plan sheets affected by the realignments..
  - Engineer has coordinated design changes with sub consultants to ensure design modifications were captured in their plan sheets.
- **DELIVERABLES**
  - Redesign has been included in our latest PSE submittal and subsequent submittals.

## 2. CR 314 PROPERTY OWNER EXHIBITS

- Exhibits (each exhibit should include high-resolution aerial imagery) including the following information:
  - A vicinity map with an overall project layout and limits (beginning and end)
  - Updated exhibits to reflect adjusted roadway alignment
  - Updated exhibits to reflect adjusting existing and proposed ROW lines
  - Property owner information
  - Parcel acquisition including proposed take and existing remaining areas.
  - Proposed improvement to adjacent to the properties.
  - Coordinated with utility subconsultant and updated all exhibits to include existing and proposed easements.
- **DELIVERABLES**
  - Preliminary and Final Exhibits have been submitted in pdf format.

# Gantt Chart



PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC											
CR 314	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Engineer Tech	CADD Operator	Admin./ Clerical	Total Hours	Total Labor Cost
		\$207.36	\$193.54	\$152.07	\$124.42	\$96.77	\$88.47	\$71.89	\$55.30		
<b>1. CR 314 Alignment (BEGIN to STA 68+00) - Roadway Redesign due to alignment shift for Gronk Property ROW Donation.</b>											
<b>a. Design/Plan Production.</b>											
1. Redesign ( Roadway, Traffic Control, Drainage, Stripping and Erosion Control)		2	10							12	\$2,350.12
2. PSE Plan Sheets ( Roadway, Traffic Control, Drainage, Stripping and Erosion Control)	20		30				10			40	\$6,690.90
3. Quantity	3		3				1			4	\$669.09
4. Cross Sections	10		6							6	\$1,161.24
<b>b. Meetings.</b>											
Meeting to discuss realigning road to accomodate ROW donation by Gronk Property.		1	1							2	\$400.90
<b>2. CR 314 Alignment (STA 58+00 to STA 68+00) - Roadway Redesign due to approved Rio Bravo/Rio Cresta Subdivision</b>											
<b>a. Design/Plan Production.</b>											
1. Redesign ( Roadway, Traffic Control, Drainage, Stripping and Erosion Control)		2	10							12	\$2,350.12
2. PSE Plan Sheets ( Roadway, Traffic Control, Drainage, Stripping and Erosion Control)	20		30				10			40	\$6,690.90
3. Quantity	3		3				1			4	\$669.09
4. Cross Sections	10		6							6	\$1,161.24
<b>b. Meetings.</b>											
Engineer discussed alignment shift to avoid newly developed subdivision.		1	1							2	\$400.90
<b>3. CR314 Alignment (STA 150+00 to STA 172+00) - Roadway redesign to avoid right of way take to properties south side of CR314</b>											
<b>a. Design/Plan Production.</b>											
1. Redesign ( Roadway, Traffic Control, Drainage, Stripping and Erosion Control)		4	20							24	\$4,700.24
2. PSE Plan Sheets ( Roadway, Traffic Control, Drainage, Stripping and Erosion Control)	40		60				20			120	\$13,381.80
3. Quantity	3		3				2			8	\$757.56
4. Cross Sections	20		20							40	\$3,870.80
<b>b. Meetings.</b>											
Meeting to discuss the realignment of CR 314 to avoid ROW take on the south side of CR 314.		1	1								\$400.90
<b>4. CR314 ROW Exhibits - Preparing property owner maps for ROW Aquisitions.</b>											
<b>a. Design/Plan Production.</b>											
1. Prepared exhibits (including parcel identification and area calculations)			60				84	40			\$21,919.48
2. Meetings to discuss property owners.		16	7								\$4,672.54
<b>Total - Labor</b>	<b>129</b>	<b>27</b>	<b>271</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>128</b>	<b>40</b>	<b>0</b>	<b>320</b>	<b>\$72,247.82</b>

**Commissioners Court - Regular Session**

33.

**Meeting Date:** 03/26/2024

LTP Transfer

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving a LTP transfer to close P461 (Corridor F) and move the remaining funds of \$150,699.32 to P388 (SH 195 to IH 35).

**Background**

Please see the attached memo.

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**Fiscal Impact**

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

LTP Memo

---

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 11:59 AM

Started On: 03/21/2024 11:36 AM

Ms. Tomika Lynce  
Williamson County Auditor's Office  
Historic County Courthouse  
710 Main Street, Ste. 301  
Georgetown, TX 78626



March 21, 2024

Re: FY 2024 Transportation Corridor Budget Adjustment

Dear Ms. Lynce,

Please make the following budget adjustment for the Long-Term Planning Projects:

- Close P461 Corridor F/US 183 and move remaining funds to P388 Ronald Reagan Boulevard Segment E (SH 195 to IH 35).

If you have any questions, please let me know.

Thank you.

A handwritten signature in blue ink that reads "Christen Eschberger".

Christen Eschberger, P.E.

Cc: Julie Kiley, Williamson County Auditor's Office  
Pam Navarrette, Williamson County Auditor's Office  
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure  
J. Terron Evertson, P.E., Williamson County Engineer  
Michael J. Weaver, HNTB  
Kate Wilder, P.E., HNTB  
Marie Walters, HNTB

**Commissioners Court - Regular Session**

**34.**

**Meeting Date:** 03/26/2024

2019 Road Bond Transfer

**Submitted By:** Tomika Lynce, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving a 2019 Road Bond Transfer to move \$200,000 from P399 (2019 Road Bond Non-Departmental) to P382 (Atlas 14 Mapping).

**Background**

Please see the attached memo for further information.

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**Fiscal Impact**

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

2019 Road Bond Memo

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 11:38 AM

Started On: 03/21/2024 11:31 AM

Ms. Tomika Lynce  
Williamson County Auditor's Office  
Historic County Courthouse  
710 Main Street, Ste. 301  
Georgetown, TX 78626



January 16, 2024

Re: 2019 Road Bond Budget Allocation

Dear Ms. Lynce,

Please make the following budget allocations for the 2019 Road Bond Program:

- Move \$200,000.00 from P399 2019 Unallocated Interest to P382 Atlas 14 Floodplain Mapping Update.

If you have any questions, please let me know.

Thank you.

A handwritten signature in blue ink that reads "Christen Eschberger".

Christen A. Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office  
Julie Kiley, Williamson County Auditor's Office  
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure  
Michael J. Weaver., HNTB  
Kate Wilder, P.E., HNTB  
Marie Walters, HNTB

**Commissioners Court - Regular Session**

35.

**Meeting Date:** 03/26/2024

Ronald Reagan Widening Purchase contract

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Highpointe Estate, Inc. for 0.71 AC needed as right of way and 0.56 AC needed as a waterline easement for the Ronald Reagan Widening project. Funding Source: Road Bonds P336

**Background**

**Fiscal Impact**

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

contract

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 11:29 AM

Started On: 03/21/2024 10:58 AM

**REAL ESTATE CONTRACT**  
Ronald Reagan Widening Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HIGHPOINTE ESTATE, INC.** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I**  
**PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

Fee simple title in and to approximately 0.71 acre, in the location as shown on Exhibit "A" attached hereto and incorporated herein; and

Thirty foot (30') wide Waterline Easement interest only in and across approximately 0.56 acre, in the location as shown on Exhibit "A" attached hereto and incorporated herein;

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 fee simple parcel of 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.

Upon full execution of this Contract, and prior to completion of Closing, Purchaser shall at its sole expense cause a metes and bounds survey of the Property to be completed, which survey shall be attached to the Deed and Easement for recording in the Official Records of Williamson County. By execution of this Contract Seller agrees to allow Purchaser and any survey consultant to temporarily access the Property and larger parent tract of Seller for the limited area and time reasonably required to carry out the obligations of this paragraph

**ARTICLE II**  
**PURCHASE PRICE AND ADDITIONAL COMPENSATION**

Purchase Price

2.01. The Purchase Price for the Property interests described herein, any improvements on the Property, and any cost of cure or damage to the remaining property of Seller, shall be the sum of EIGHTY-TWO THOUSAND THREE HUNDRED TWENTY-NINE and 00/100 Dollars (\$82,329.00).

### 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.

### Special Provisions

2.03. Future Driveway Location. By execution of this Agreement, Purchaser acknowledges that the remaining property of Donor (the "Donor's Other Property") is subject to driveway location spacing and sight distance analysis under current Williamson County access management rules (the "Access Rules"). County agrees that Seller's Other Property shall be allowed driveway access to Ronald Reagan Boulevard in the general location as shown on Exhibit "A", however, any final permit sought by Seller for access to Seller's Other Property to Ronald Reagan Boulevard shall require application, review and approval from the County Road & Bridge Department per applicable driveway/access design requirements all as promulgated under the current Access Rules, including but not limited to a possible right turn deceleration lane and floodplain permits. If and when Ronald Reagan is expanded to four (4) lanes, *but not before*, any driveway for the benefit of Seller's Other Property shall be restricted to right turn in/right turn out. (the "Right Turn Requirements"). For the avoidance of doubt, the Right Turn Requirements shall *only* be a condition for a driveway permit to service Seller's Other Property if such permit application is submitted after the completion of SB Ronald Reagan as depicted on Exhibit A (the "Ronald Reagan Expansion") with any application for driveway permit before the Ronald Reagan Expansion not being subject to the Right Turn Requirements for initial installation, but in any event shall otherwise become subject to the Right Turn Requirements upon construction of the Ronald Reagan Expansion.

## **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.

4.03. Seller understands and acknowledges that Seller has been informed of the entitlement to receive fair market value payment for the Property, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving those rights.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before April 30, 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, and deliver a duly executed and acknowledged Waterline Easement document, conveying such interest to the City of Georgetown, in and to the portion of the Property as described in Exhibit "A", 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. 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 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 simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

**ARTICLE VI  
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII  
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII  
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after March 31, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway and utility 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:**

HIGHPOINTE ESTATE, INC.

By:   
Dawson Clark (Mar 20, 2024 21:04 CDT)

Address: 5555 CR 258 Liberty Hill TX 78642

Name: Dawson Clark

5555 CR 258 Liberty Hill TX 78642

Title: President

Date: Mar 20, 2024

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

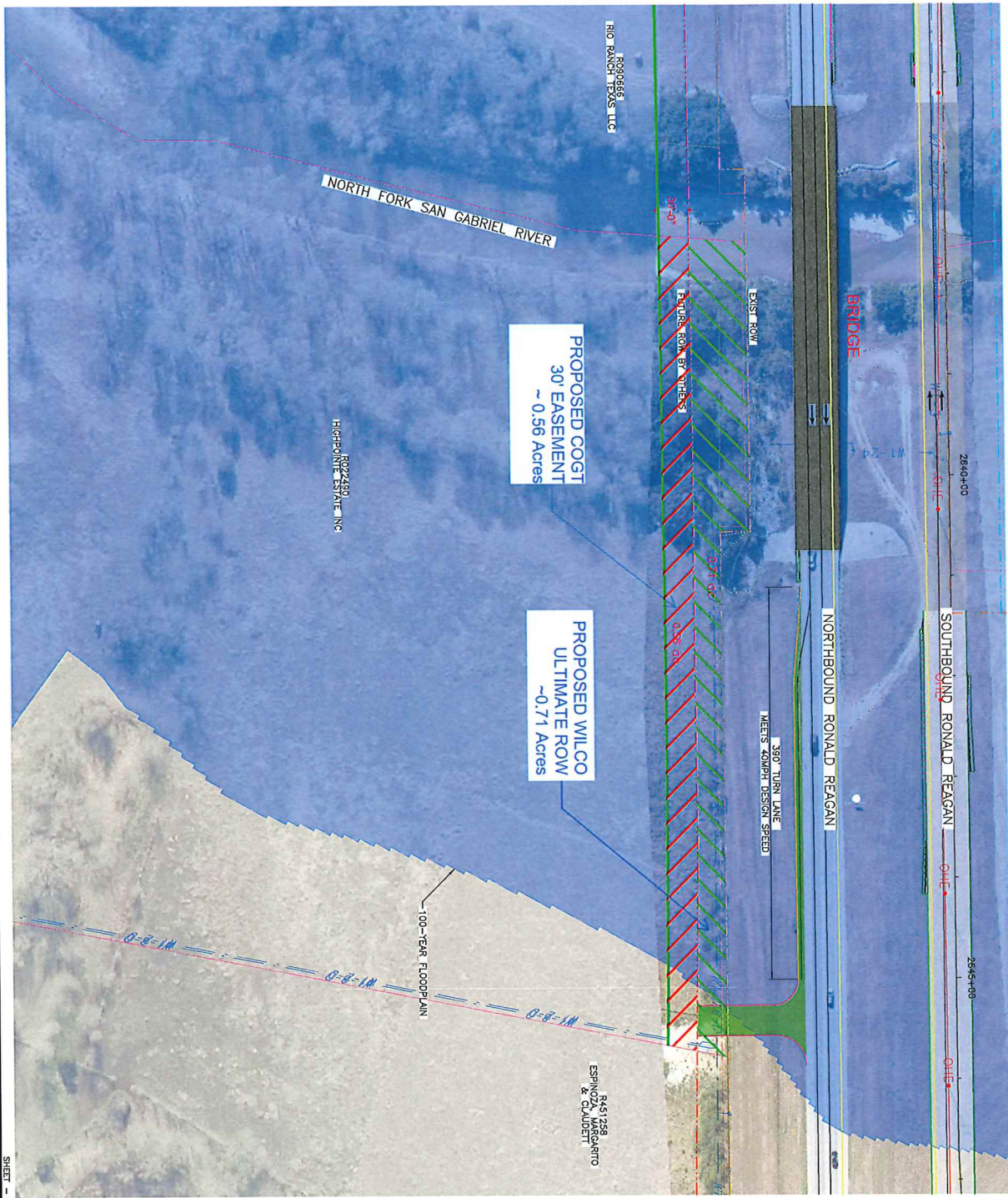
Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

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

# EXHIBIT "A"

9/12/2023 9:58:50 AM Stottica  
 cpycolor\_ANSIB.tbl  
 cpypdf\_ANSIB\_Aerials.plt  
 p:\stl\stl-sw-pw-bentley.com\stl-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.60 Exhibits\New Highpointe Driveway\1900559\_NHDInterim.dgn

p:\stl\stl-sw-pw-bentley.com\stl-sw-pw-01\Documents\Active Projects\WLSM1900559.00\8.00 Plans and Drawings\8.60 Exhibits\New Highpointe Driveway\1900559\_NHDInterim.dgn



SHEET - OF -

WILLIAMSON COUNTY TEXAS JUNE 1856		TEXAS REGISTERED ENGINEERING FIRM #141 RONALD REAGAN BLVD. NORTH HIGHPOINTE DRIVE INTERIM	
PROJECT NO. SHEET NO. DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. SHEET NO. DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. SHEET NO. DATE DRAWN BY CHECKED BY APPROVED BY	PROJECT NO. SHEET NO. DATE DRAWN BY CHECKED BY APPROVED BY

**LEGEND**

- Proposed Pavement
- Proposed Bridge
- Proposed Turn Lane
- Proposed Sidewalk
- Parcel Line

UTILITIES SHOWN ARE FOR INFORMATION PURPOSES ONLY AND HAVE NOT BEEN VERIFIED

50 25 0 100'-0" (1/4" = 100')  
 SCALE  
 FEET

# EXHIBIT "B"

Parcel HP

## DEED

Ronald Reagan Boulevard 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 **HIGHPOINTE ESTATE, INC.**, 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"):

Being a 0.71 acre (\_\_\_\_\_ square foot) parcel of land out of the \_\_\_\_\_ Survey, Abstract No. \_\_\_\_\_, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel HP**)

**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 public roadway facilities 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.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

*[signature on following page]*



# EXHIBIT "C"

RR Widening—High pointe

## WATER LINE EASEMENT

STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

This Water Line Easement Agreement (this "Agreement") is made on the \_\_\_\_ day of \_\_\_\_\_, 2023, at Georgetown, Texas, between **HIGHPOINTE ESTATE, INC.**, whose address is 413 s. Ridge Circle, Georgetown, Texas 78628 (hereinafter referred to as "Grantor"), and the City of Georgetown, a Texas home-rule municipal corporation, whose address is P.O. Box 409 Georgetown, Texas 78627, ATTN: Georgetown City Secretary (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS, SELLS and CONVEYS to Grantee, its successors and assigns, an EXCLUSIVE easement and right-of-way (the "Easement") for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding, relocation and/or removal of a water line and related facilities (collectively, the "Facilities") on, over, under, and across the following described property of the Grantor, to wit:

Being all that certain tract, piece or parcel of land lying and being situated in the County of Williamson, State of Texas, being more particularly described by metes and bounds in **Exhibit A** and by diagram in **Exhibit B** attached hereto and made a part hereof for all purposes (the "Property").

2. The Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.
3. The Easement, with its rights and privileges, shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, upgrading, relocating, and/or removing the Facilities. The Easement additionally includes the following rights: (1) the right to change the size of the Facilities; (2) the right to relocate the Facilities within the Property; and (3) the right to remove from the Property all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of the Facilities.
4. The duration of the Easement is perpetual.
5. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Easement and the rights conveyed in this Agreement to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof.

6. The Easement, and the rights and privileges granted by this Agreement, are EXCLUSIVE to Grantee, and Grantee's successors and assigns, and Grantor covenants that Grantor shall not convey any other easement, license, or conflicting right to use in any manner, the area (or any portion thereof) covered by this grant.
7. This Agreement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.
8. The terms of this Agreement shall be binding upon Grantor, and Grantor's heirs, personal representatives, successors, and assigns; shall bind and inure to the benefit of the Grantee and any successors or assigns of Grantee; and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on the dates set forth herein.

*[signature pages follow]*

RR Widening—High pointe

GRANTOR:

HIGHPOINTE ESTATE, INC.

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

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

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

STATE OF TEXAS                   §  
   §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, the \_\_\_\_\_ of Highpointe Estate, Inc., in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

GRANTEE:

City of Georgetown, Texas, a Texas  
home-rule municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF WILLIAMSON   §

This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_,  
by \_\_\_\_\_, the \_\_\_\_\_ of City of Georgetown, Texas, a Texas  
home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, Assistant City Attorney

AFTER RECORDING, RETURN TO GRANTEE:  
City of Georgetown  
Attn: Real Estate Services  
P.O. Box 409  
Georgetown, Texas 78627

**Commissioners Court - Regular Session**

**36.**

**Meeting Date:** 03/26/2024

Hero Way Contract

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Hollingshead Materials, LLC for 0.374 (tract one) acres of ROW needed and 0.116 (tract two) needed for an electric easement on Hero Way. (Parcel 307 and 307E) Funding Source: Road Bonds P326

**Background**

**Fiscal Impact**

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

**Attachments**

Contract

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 09:48 AM

Started On: 03/20/2024 11:57 AM

**REAL ESTATE CONTRACT**

Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **HOLLINGSHEAD MATERIALS, LLC, a Tennessee limited liability company** (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:

Tract One:

Fee simple title in and to a 0.374-acre tract of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-1" attached hereto and incorporated herein (**Parcel 307**); and

Tract Two:

Electric Line Easement in and across a 0.116-acre tract of land, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A-2" attached hereto and incorporated herein (**Parcel 307E**);

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 fee simple portion of the Property described as Tract One shall be the sum of ONE HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FIFTY-SIX and 00/100 Dollars (\$144,356.00).

2.02. The Purchase Price for the Electric Line Easement portion of the Property described as Tract Two shall be the sum of FORTY THOUSAND TWO HUNDRED TWENTY-ONE and 00/100 Dollars (\$40,221.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other good funds at the Closing.

Special Provisions and Additional Compensation

2.04. Access during construction. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that during construction of the proposed roadway improvements upon the Property it shall maintain reasonable all-weather ingress and egress for the current uses to the remaining property of Seller at all times from Monday to Saturday, unless otherwise agreed with Seller in advance.

**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

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.

4.03. Seller acknowledges that it has been informed of the entitlement to receive fair market value payment for the Property, as set out in Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655), and the legal right to an appraisal, and is waiving that appraisal right.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before March 30, 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 Easement conveying such interest to LCRA Transmission Services Corporation, 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 then current year 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. 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 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 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 30, 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 Hero Way 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:**

HOLLINGSHEAD MATERIALS, LLC,  
a Tennessee limited liability company

By: 

Name: Jeff Hollingshead

Its: Chief Executive Officer

Address: 1000 Hollingshead Circle

Murfreesboro, TN 37129

Date: 3-14-2024

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

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

**County:** Williamson  
**Parcel:** 307  
**Highway:** FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 307

METES & BOUNDS DESCRIPTION FOR A 0.374 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 9.205 ACRE TRACT OF LAND AS CONVEYED TO FLORIDA ROCK INDUSTRIES, INC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023036116 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.374 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**BEGINNING** at a 1/2-inch iron rod with a cap stamped "Pape Dawson" found on the north right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009087880, both of the Official Public Records of Williamson County, Texas, at the northwest corner of a called 0.1252 acre tract of land described as Parcel 11 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Florida Rock Industries 9.205 acre tract, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Hero Way and the west line of said Florida Rock Industries 9.205 acre tract, N 21°27'24" W a distance of 27.86 feet to a 1/2-inch iron rod with a cap stamped "Pape Dawson" found at the northeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records of Williamson County, Texas, and at the southeast corner of a called 13.342 acre tract of land as conveyed to Roger Beasley Mazda, Inc. by Special Warranty Deed recorded in Document Number 2022042091 of the Official Public Records of Williamson County, Texas, for an angle point;

THENCE, continuing with the west line of said Florida Rock Industries 9.205 acre tract and the east line of said Roger Beasley Tract, N 21°01'29" W a distance of 296.97 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,808.21, E: 3,081,892.63) set for the northwest corner of the herein described tract, 195.92 feet left of FM 2243 baseline station 106+20.12, from which a 60D nail found at the northeast corner of said Roger Beasley Tract, at the northwest corner of said Florida Rock Industries 9.205 acre tract, and at the southeast terminus of CR 269 as dedicated by PAG LEANDER H1, PHASE 1 FINAL PLAT, a subdivision recorded in Document Number 2020085884 of the Official Public Records of Williamson County, Texas, bears N 21°01'29" W a distance of 651.45 feet;

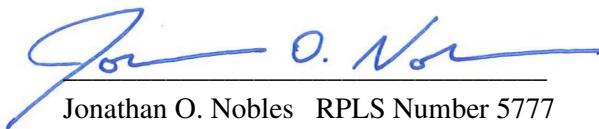
THENCE, over and across said Florida Rock Industries 9.205 acre tract, N 74°21'51" E a distance of 50.46 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said Florida Rock Industries 9.205 acre tract and the west line of the remaining portion of a called 15.783 acre tract of land as conveyed to FM 269 Investors, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2008015124 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 191.25 feet left of FM 2243 baseline station 106+70.37, from which a 1/2-inch iron rod with a cap stamped "West 4188" found at an interior corner of said Florida Rock Industries 9.205 acre tract, and at the northwest corner of the remainder of said FM 269 Investors 15.783 acre tract, bears N 21°03'15" W a distance of 212.70 feet;

THENCE, with the east line of said Florida Rock Industries 9.205 acre tract and the west line of the remainder of said FM 269 Investors 15.783 acre tract, S 21°03'15" E a distance of 322.85 feet to a calculated point on the north right-of-way line of said Hero Way, at the southeast corner of said Florida Rock Industries 9.205 acre tract, and at the southwest corner of the remainder of said FM 269 Investors 15.783 acre tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "Pape Dawson" found bears N 72°06'48" E a distance of 44.88 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Florida Rock Industries 9.205 acre tract, S 72°06'48" W a distance of 50.27 feet to the **POINT OF BEGINNING** and containing 0.374 acre (16,293 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777

BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



06/16/2023  
Date

Client: Williamson County  
Date: June 16, 2023  
Project Number: 7473-00



LEGEND

CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2023036116 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NOS. 2009071322 & 2009087880 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2022042091 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2008015124 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
▲	FOUND 60D NAIL
△	CALCULATED POINT
X	WIRE FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
//	EDGE OF ASPHALT
[02]	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°27'24" W	27.86'
L2	N 21°01'29" W	651.45'
L3	N 74°21'51" E	50.46'
L4	N 21°03'15" W	212.70'
L5	N 72°06'48" E	44.88'
L6	S 72°06'48" W	50.27'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
(L1)	(N 21°02'02" W)	(27.83')
[L5]	[N 71°57'14" E]	
[L6]	[S 71°57'14" W]	

**BGE, Inc.**  
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
 Tel: 512-879-0400 • www.dgenc.com  
 TBPUS Licensed Surveying Firm No. 10106502  
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**PARCEL PLAT**  
**SHOWING PARCEL 307**  
**0.374 ACRE**  
**FM 2243**  
**WILLIAMSON COUNTY, TEXAS**

Scale:	Job No.:	Date:	Page:
1" = 100'	7473-00	6/16/2023	4 of 5

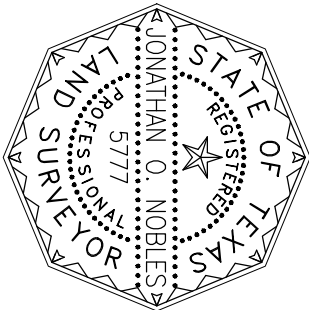
GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM. CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-172637, DATED EFFECTIVE JUNE 5, 2023 AND ISSUED ON JUNE 12, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.2 A SEWER/WATER LINES EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN VOLUME 1287, PAGE 898 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 A SEWER, WATER AND OTHER UTILITIES LINES EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN VOLUME 1909, PAGE 230 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.4 AN ELECTRIC LINE EASEMENT GRANTED TO LGRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018087954 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2009087879 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-040-00 OF RECORD IN DOCUMENT NO. 2017011285 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



JONATHAN O. NOBLES RPLS NO. 5777  
 BGE, INC.  
 101 WEST LOUIS HENNA BLVD., SUITE 400  
 AUSTIN, TEXAS 78728  
 TELEPHONE: (512) 879-0400

*[Signature]* 06/16/2023

**BGE, Inc.**  
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
 Tel: 512-879-0400 • www.bgeinc.com  
 TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT  
 SHOWING PARCEL 307  
 0.374 ACRE  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1" = 100'	7473-00	6/16/2023	5 of 5

**County:** Williamson  
**Parcel:** 307E  
**Highway:** FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 307E

METES & BOUNDS DESCRIPTION FOR A 0.116 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 9.205 ACRE TRACT OF LAND AS CONVEYED TO FLORIDA ROCK INDUSTRIES, INC. BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023036116 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.116 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING for POINT OF REFERENCE** at a 1/2-inch iron rod with a cap stamped "Pape Dawson" found on the north right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009087880, both of the Official Public Records of Williamson County, Texas, at the northwest corner of a called 0.1252 acre tract of land described as Parcel 11 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas, and at the southwest corner of the above described Florida Rock Industries 9.205 acre tract; Thence, with the north right-of-way line of said Hero Way and the west line of said Florida Rock Industries 9.205 acre tract, N 21°27'24" W a distance of 27.86 feet to a 1/2-inch iron rod with a cap stamped "Pape Dawson" found at the northeast corner of a called 2.2675 acre tract of land described as Parcel 5B as dedicated in said Document Number 2009071322 of the Official Public Records of Williamson County, Texas, and at the southeast corner of a called 13.342 acre tract of land as conveyed to Roger Beasley Mazda, Inc. by Special Warranty Deed recorded in Document Number 2022042091 of the Official Public Records of Williamson County, Texas; Thence, continuing with the west line of said Florida Rock Industries 9.205 acre tract and the east line of said Roger Beasley Tract, N 21°01'29" W a distance of 296.97 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,808.21, E: 3,081,892.63) set for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 195.92 feet left of FM 2243 baseline station 106+20.12;

THENCE, continuing with the west line of said Florida Rock Industries 9.205 acre tract and the east line of said Roger Beasley Tract, N 21°01'29" W a distance of 100.44 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the northwest corner of the herein described tract, 296.36 feet left of FM 2243 baseline station 106+19.98, from which a 60D nail found at the northeast corner of said Roger Beasley Tract, at the northwest corner of said Florida Rock Industries 9.205 acre tract, and at the southeast terminus of CR 269 as dedicated by PAG LEANDER H1, PHASE 1 FINAL PLAT, a subdivision recorded in Document Number 2020085884 of the Official Public Records of Williamson County, Texas, bears N 21°01'29" W a distance of 551.01 feet;

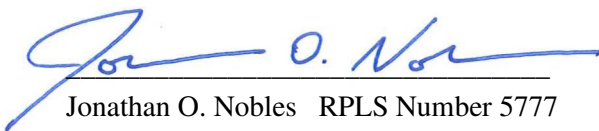
THENCE, over and across said Florida Rock Industries 9.205 acre tract, N 74°21'51" E a distance of 50.41 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east line of said Florida Rock Industries 9.205 acre tract and the west line of the remaining portion of a called 15.783 acre tract of land as conveyed to FM 269 Investors, LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2008015124 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 291.70 feet left of FM 2243 baseline station 106+70.18, from which a from which a 1/2-inch iron rod with a cap stamped "West 4188" found at an interior corner of said Florida Rock Industries 9.205 acre tract, and at the northwest corner of the remainder of said FM 269 Investors 15.783 acre tract, bears N 21°03'15" W a distance of 112.25 feet;

THENCE, with the east line of said Florida Rock Industries 9.205 acre tract and the west line of the remainder of said FM 269 Investors 15.783 acre tract, S 21°03'15" E a distance of 100.45 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for the southeast corner of the herein described tract, 191.25 feet left of FM 2243 baseline station 106+70.37;

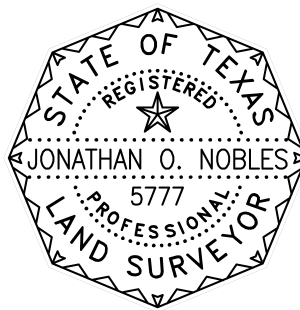
THENCE, departing the west line of the remainder of said FM 269 Investors 15.783 acre tract, over and across said Florida Rock Industries 9.205 acre tract, S 74°21'51" W a distance of 50.46 feet to the **POINT OF BEGINNING** and containing 0.116 acre (5,044 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

  
Jonathan O. Nobles RPLS Number 5777

BGE, Inc.  
101 West Louis Henna Blvd., Suite 400  
Austin, TX 78728  
Telephone: 512-879-0400  
TBPELS Licensed Surveying Firm Number 10106502



06/16/2023  
Date

Client: Williamson County  
Date: June 16, 2023  
Project Number: 7473-00



**LEGEND**

CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.N.S.	STREET NAME SIGN
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR DOC. NO. 2023036116 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NOS. 2009071322 & 2009087880 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2022042091 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2008015124 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
▲	FOUND 60D NAIL
△	CALCULATED POINT
X	WIRE FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
//	EDGE OF ASPHALT
[02]	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°27'24" W	27.86'
L2	N 21°01'29" W	100.44'
L3	N 21°01'29" W	551.01'
L4	N 74°21'51" E	50.41'
L5	N 21°03'15" W	112.25'
L6	S 21°03'15" E	100.45'
L7	S 74°21'51" W	50.46'



**BGE, Inc.**  
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
Tel: 512-879-0400 • www.bgeinc.com  
TBPUS Licensed Surveying Firm No. 10106502

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**PARCEL PLAT SHOWING**  
**EASEMENT PARCEL 307E**  
**0.116 ACRE**  
**FM 2243**  
**WILLIAMSON COUNTY, TEXAS**

Scale:	Job No.:	Date:	Page:
1" = 100'	7473-00	6/16/2023	4 of 5

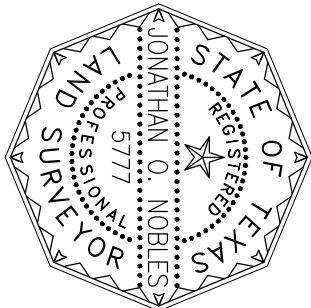
GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM. CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-172637, DATED EFFECTIVE JUNE 5, 2023 AND ISSUED ON JUNE 12, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.2 A SEWER/WATER LINES EASEMENT GRANTED TO THE CITY OF LEANDER AS DESCRIBED IN VOLUME 1287, PAGE 898 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 A SEWER, WATER AND OTHER UTILITIES LINES EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN VOLUME 1909, PAGE 230 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.4 AN ELECTRIC LINE EASEMENT GRANTED TO LGRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018087954 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.6 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2009087879 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.7 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-040-00 OF RECORD IN DOCUMENT NO. 2017011285 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



JONATHAN O. NOBLES RPLS NO. 5777  
 BGE, INC.  
 101 WEST LOUIS HENNA BLVD., SUITE 400  
 AUSTIN, TEXAS 78728  
 TELEPHONE: (512) 879-0400

*[Signature]*  
 06/16/2023

**BGE, Inc.**  
 101 West Louis Henna Blvd, Suite 400, Austin, TX 78728  
 Tel: 512-879-0400 • www.bgeinc.com  
 TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT SHOWING  
 EASEMENT PARCEL 307E  
 0.116 ACRE  
 FM 2243  
 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	6/16/2023	5 of 5

# EXHIBIT "B"

Parcel 307

## DEED

Hero Way/RM 2243 Right of Way

**THE STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **HOLLINGSHEAD MATERIALS, LLC**, a Tennessee 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"):

Being a 0.374 acre tract, more or less, out of the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; and being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein **(Parcel 307)**.

**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 and/or the State of 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 Grantee's public roadway facilities 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.

The Property described herein is being conveyed in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_ day of \_\_\_\_\_, 2024.

*[signature pages follow]*



# EXHIBIT "C"

**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 DRIVERS LICENSE NUMBER.**

## **ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY** Hero Way Project

**STATE OF TEXAS** §  
§  
**COUNTY OF WILLIAMSON** §

**DATE:** \_\_\_\_\_, 2023

**GRANTOR:** HOLLINGSHEAD MATERIALS, LLC, a Tennessee limited liability company

**GRANTOR'S MAILING ADDRESS:** c/o Smyrna Ready Mix Concrete, LLC  
1000 Hollingshead Circle  
Murfeesboro, TN 37129  
Attn: JD Kious

**GRANTEE:** LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

**GRANTEE'S MAILING ADDRESS:** P. O. Box 220  
Austin, Texas 78767

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**EASEMENT PROPERTY:** A tract of land consisting of **0.116 acre**, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

**PROJECT:** Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including but not limited to insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to them.

GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way on, over, upon, under, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The Easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith. GRANTOR consents to the construction and modification of the PROJECT on the EASEMENT PROPERTY.

GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR.

GRANTEE shall have the right to place any number of poles, towers, guys or other ground-based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the purposes set out herein. GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the EASEMENT PROPERTY. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY without the prior written approval of GRANTEE. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT.

GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all trash and litter resulting from construction and, except for (i) materials and facilities installed or constructed on the EASEMENT PROPERTY; (ii) modifications within the EASEMENT PROPERTY for pipeline, watercourse, or other crossings

and (iii) modifications made to the surface of the EASEMENT PROPERTY by Grantee pursuant to the exercise of the rights granted in this Easement, Grantee shall restore, to the extent reasonably practicable, the surface of the EASEMENT PROPERTY to the natural contour of the land and its condition as existed immediately prior to such construction. GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

GRANTOR warrants and shall forever defend the Easement to GRANTEE against anyone lawfully claiming or to claim the EASEMENT or any part thereof.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

*[signature page follows]*

GRANTOR:

HOLLINGSHEAD MATERIALS, LLC,  
a Tennessee limited liability company

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

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

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS** §

§

**COUNTY OF \_\_\_\_\_** §

This instrument was acknowledged before me on \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of Florida Rock Industries, Inc., in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session**

37.

**Meeting Date:** 03/26/2024

CR 314 Easement Agreement

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a letter agreement with Ray W. Walker for 0.0368 acres needed for an electric easement on County Road 314. (Parcel 8E) Funding Source: Road Bonds P364

**Background**

**Fiscal Impact**

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

Agreement

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 09:40 AM

Started On: 03/20/2024 12:09 PM

# Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8731 (D) • fax 512-255-8986

[lisad@scrrlaw.com](mailto:lisad@scrrlaw.com)

March 14, 2024

Ray W. Walker  
930 CR 375  
Jarrell, Texas 76537

Re: CR 314  
Bartlett Electric Easement

Dear Mr. Walker:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent electric easement by Williamson County and Bartlett Electric Cooperative, Inc. (collectively the "County") in and across portions of the property owned by you ("Owner") as part of the County's proposed CR 314 improvements ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged electric easement ("Easement") in and to a 0.0368-acre (1,602 square foot) tract of land, such rights to be granted in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **\$3,804.75** in cash or other good funds ("Purchase Price").

2. If requested by County, the Closing and completion of this transaction shall take place at Longhorn Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request, the Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County or to the Easement Grantee in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after April 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction project of County.

To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please have this letter executed by the appropriate person where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

*/s/ John L. Kelley*

John L. Kelley

Sheets & Crossfield, PLLC

*[signature pages follow]*

**AGREED:**

By: Ray W. Walker

Name: Ray W. Walker

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

Date: March 20, 2024

**ACCEPTED AND AGREED:**

WILLIAMSON COUNTY, TEXAS

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

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

**EXHIBIT "A" FORM OF EASEMENT FOLLOWS**

**ELECTRIC UTILITY EASEMENT  
AND COVENANT OF ACCESS**

STATE OF TEXAS

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§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON

That RAY W. WALKER, 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:

USAA Federal Savings Bank Texas Home Equity Deed of Trust and Note recorded in Document No. 2011035055, Official Records of Williamson County, Texas.

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:

\_\_\_\_\_  
Ray W. Walker

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

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COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
202\_\_\_\_\_, by Ray W. Walker, 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

**JOINDER AND CONSENT OF LIENHOLDER TO ELECTIC UTILITY EASEMENT**

USAA Federal Savings Bank, as Beneficiary under a Deed of Trust executed by Ray W. Walker to Dennis J. Gudenau, Trustee, recorded in Document No. 2011035055 (the "Grantor Security Document") of the Official Records of Williamson County, Texas that creates liens, security interests and other rights and powers that encumber all or parts of the property described in Exhibit "A" ("Grantor Liens"), executes this electric utility easement ("Easement") for the limited purpose of (i) consenting to the terms and conditions of the foregoing Easement and (ii) agreeing that the Grantor Security Documents and the Grantor Liens are and shall be subordinate and inferior to all of the easements, restrictions, terms and provisions of the Easement, so that no enforcement of the terms of the Grantor Security Documents shall amend, impair or otherwise affect the easements, restrictions, terms or provisions of said Easement.

**USAA Federal Savings Bank**

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

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

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

**ACKNOWLEDGEMENT**

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person whose name is subscribed to the preceding instrument, and acknowledged to me that he/she executed the same for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**EXHIBIT A  
PROPERTY DESCRIPTION**

DESCRIPTION OF A 0.0368 ACRE (1,602 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 13, SUNRISE MEADOWS, A SUBDIVISION RECORDED IN CABINET G, SLIDE 275, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN A GENERAL WARRANTY DEED TO RAY W. WALKER RECORDED IN VOLUME 2552, PAGE 57, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0368 ACRE (1,602 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, on the southerly proposed right-of-way line of County Road 314 (C.R. 314) (ROW width varies), same point being on the existing easterly right-of-way line of County Road 375 (C.R. 375) (ROW width varies) as shown on the recorded plat of SUNRISE MEADOWS as "10' additional Right-of-Way dedication", (Grid Coordinates determined as N=10,262,936.45, E=3,153,442.60), and being 68.00 feet right of Engineer's baseline station 79+28.91, for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE, N 69°04'07" E** a distance of **160.20 feet** along said southerly proposed right-of-way of County Road 314 to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 80+89.11, in the westerly boundary line of Lot 8 of said SUNRISE MEADOWS subdivision, same line being the easterly boundary line of said Lot 13, and for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod found in the southerly original ROW line of C.R. 314 for the northeast corner of said Lot 8 bears N 21°28'28" W a distance of 50.38 feet, and N 68°25'59" E a distance of 167.33 feet;
- 2) **THENCE, S 21°28'28" E** a distance of **10.00 feet** with the common boundary line of said Lot 8 and said Lot 13 to a calculated point for the southeasterly corner of the herein described parcel, from which a 1/2 inch iron rod found in the westerly boundary line of Lot 7 of said SUNRISE MEADOWS subdivision, same point being the southeasterly corner of said Lot 8, bears S 21°28'28" E a distance of 126.85 feet, and N 68°25'58" E a distance of 167.33 feet;
- 3) **THENCE, S 69°04'07" W** a distance of **160.19 feet** over and across said Lot 13 to a calculated point in said existing easterly ROW line of County Road 375 for the southwesterly corner of the herein described parcel;
- 4) **THENCE, N 21°34'34" W** with said existing easterly ROW line of C.R. 375, a distance of **10.00 feet** to the **POINT OF BEGINNING**, containing an area of 0.0368 acre (1,602 square foot) of land, more or less.

This property description is accompanied by a separate parcel plat.

The subject tract shown hereon is an easement, monuments were not set for corners.

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 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

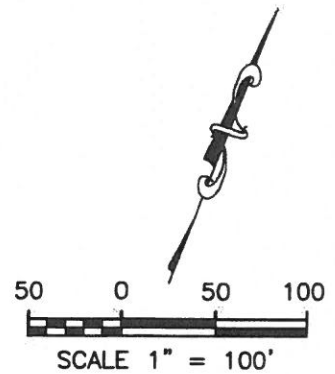


EXHIBIT A

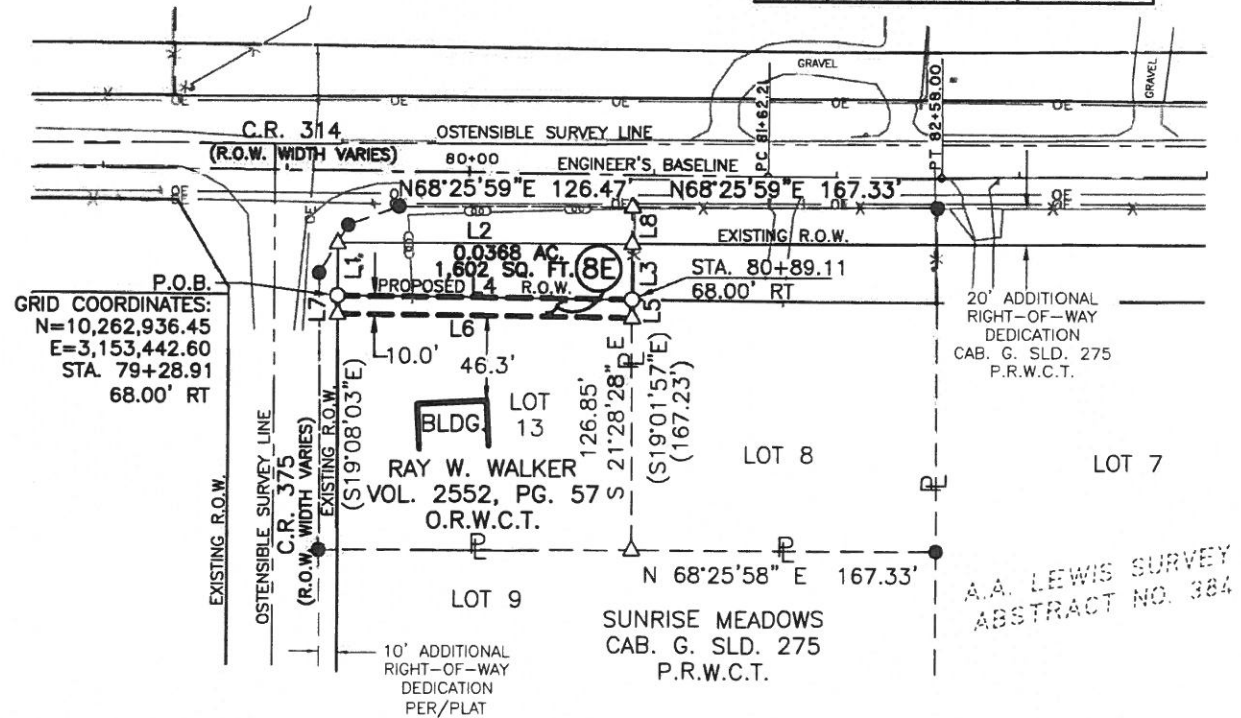
PLAT TO ACCOMPANY DESCRIPTION

**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.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- ( ) RECORD INFORMATION



NO.	DIRECTION	DISTANCE
L1	N21°34'34"W	28.60'
L2	N68°25'59"E	160.25'
(L2)	(N70°52'30"E)	
L3	N21°28'28"W	30.38'
L4	N69°04'07"E	160.20'
L5	S21°28'28"E	10.00'
L6	S69°04'07"W	160.19'
L7	N21°34'34"W	10.00'
L8	N21°28'28"W	20.00'



GRID COORDINATES:  
 N=10,262,936.45  
 E=3,153,442.60  
 STA. 79+28.91  
 68.00' RT

A.A. LEWIS SURVEY  
 ABSTRACT NO. 384

PROJECT NO.: SLAN-001

01/10/2024

**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  
**RAY W. WALKER**  
 WILLIAMSON COUNTY  
 PROJECT C.R. 314

**PARCEL 8E**  
 0.0368 AC.  
 1,602 SQ. FT.  
 PAGE 2 OF 3

EXHIBIT A

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) 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 TEXAN TITLE COMPANY, UNDER GF NO. GT2301879, EFFECTIVE 06/13/2023, ISSUED 06/26/2023. 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:GT2301879  
SCHEDULE B:

1. RESTRICTIVE COVENANTS OF RECORD IN CABINET G, SLIDES 275-276, OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 10a. ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARY OF A PUBLIC ROADWAY, WHETHER DEDICATED OR NOT.
- 10b. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER EXISTING LEASE AGREEMENTS AFFECTING THE LAND.
- 10c. RIGHT-OF-WAY 20' IN WIDTH ALONG THE FRONT PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN)
- 10d. RIGHT-OF-WAY 10' IN WIDTH ALONG THE SOUTH PROPERTY LINE(S), AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (THE LOCATION IS SHOWN)
- 10e. DRAINAGE EASEMENTS AND SETBACKS AS SHOWN BY THE RECORDED PLAT OF SUBDIVISION. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10f. EASEMENT DATED MARCH 9, 1972, TO JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, RECORDED IN VOLUME 586, PAGE 243, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10g. EASEMENT DATED JANUARY 9, 1987, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED IN VOLUME 1622, PAGE 21, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)
- 10h. ANY PORTION OF THE ABOVE DESCRIBED TRACT THAT MAY LIE WITHIN THE 100 YEAR FLOOD PLAIN IS SUBJECT TO REGULATIONS GOVERNING THE USE AND DEVELOPMENT OF SUCH PROPERTY AS MAY BE PROMULGATED BY ANY GOVERNMENTAL ENTITY, FEDERAL, STATE, OR CITY GOVERNMENTS AS MAY EXIST IN WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)
- 10i. (NOT A SURVEY MATTER)
- 10j. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.
- 10k. RIGHTS OF PARTIES IN POSSESSION.

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, LLS, 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



PROJECT NO.: SLAN-001

01/10/2024

 <p><b>INLAND GEODETICS</b> 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</p>	PARCEL PLAT SHOWING PROPERTY OF		<p><b>PARCEL 8E</b> 0.0368 AC. 1,602 SQ. FT.</p>
	<p><b>RAY W. WALKER</b></p>		
	<p>PROJECT C.R. 314</p>		<p>PAGE 3 OF 3</p>

**Commissioners Court - Regular Session**

**38.**

**Meeting Date:** 03/26/2024

CR 255 Contract

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Marcelo Vera for 1.891 acres of ROW needed on County Road 255 and for 0.0153 acres of ROW needed for Ronald Reagan Segment C. Funding Source: TANS P588

**Background**

**Fiscal Impact**

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

Contract

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 09:41 AM

Started On: 03/20/2024 12:12 PM

## **REAL ESTATE CONTRACT**

CR 255 + Ronald Reagan Seg. C Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **MARCELO VERA** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### **ARTICLE I PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 1.891 acre (82,380 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 54**); and

All of that certain 0.0153 acre (666 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Seg C Parcel 9**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### **ARTICLE II PURCHASE PRICE**

#### **Purchase Price**

2.01. The 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 FIVE HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED NINETY and 00/100 Dollars (\$595,290.00).

### 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. Personal Property Relocation. By execution of this Agreement the Purchaser acknowledges and agrees that the existing material storage bins located upon the Property, or on the remaining property and otherwise impacted by the acquisition of the Property, shall be considered to be personal property of Seller, and any relocation, reconfiguration or adjustment on the remaining property of Seller shall be paid for by Purchaser outside of this Agreement and according to the relocation claim rules, provisions and procedures of the Uniform Relocation Act.

2.04. Alternate Ronald Reagan Drive Alignment. The parties agree that prior to the notice to proceed date for Purchaser's construction of proposed CR 255 roadway improvements upon the Property, Seller and Purchaser may agree to adjust the alignment of the existing driveway to a location farther west from the proposed CR 255 intersection. The adjusted driveway location shall be approved by Purchaser according to its driveway design manual criteria and be constructed by Purchaser at its sole expense between the edge of Ronald Reagan Boulevard and the property line of Seller. By execution of this Agreement, Seller provides Purchaser, its agents and contractors with the temporary right to enter the remaining property of Seller in the limited location and time period required 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 April 30, 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 "C" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
  - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
  - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

#### Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.

- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively 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 to enter and possess the Property after April 30, 2024, and following any additional periods for relocation as required under the notice provisions of the Uniform Act, for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 255 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

*[signature pages follow]*

**SELLER:**

  
\_\_\_\_\_  
Marcelo Vera

Address: 10207 Pickett Dr  
Austin Tx 78747

Date: 3-19-2024

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

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

Address: 710 Main Street, Suite 101  
Georgetown, Texas 78626

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

EXHIBIT "A"



P. O. Box 324  
Cedar Park, Texas 78630-0324  
(512) 259-3361  
T.B.P.L.S. Firm No. 10103800

**1.891 ACRE RIGHT-OF-WAY PARCEL NO. 54  
MARCELO VERA  
PORTION OF  
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 1.891 ACRES (APPROXIMATELY 82,380 SQ. FT.) IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 10.9994 ACRE TRACT OF LAND CONVEYED TO MARCEL VERA, IN A DEED DATED OCTOBER 15, 2019. AND RECORDED IN DOCUMENT NO. 2019098332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.891 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at the Northeast corner of the herein described tract, a nail and spinner found at the Northeast corner of said Vera tract, the Southeast corner of that certain called 12.07 acre tract of land as described in the deed to Larry Dean Kemp filed of record in Document Number 2018055760 and 2005092530, official public records Williamson County, Texas, and in the West line of that certain called 42.807 acre tract of land as described in the deed to Elvin and Donna Hall filed of record in Volume 2530, Page 362, official public records of Williamson County, Texas;

**THENCE** South 21°47'57" East with the East line of said Vera tract and the West line of said Elvin Hall tract a distance of 561.25 feet to the Southeast corner of the herein described tract a ½ inch iron rod with red cap "Unreadable" found at the Southeast corner of said Vera tract and the Southwest corner of said Elvin Hall tract in the curved North right of way line of Ronald Reagan Boulevard;

**THENCE** in a southwesterly direction with the curved north right of way line of said Ronald Reagan Boulevard an arc distance of 158.47 feet (being concave to the South, having a radius of 8,650.0 feet, a chord distance of 158.47 feet, a chord bearing of South 51°22'18" West, having a delta angle of 01°02'59") to the Southwest corner of the herein described tract a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" from which the Southwest corner of said Vera tract a ½ inch iron rod with pink cap marked "Flugel 5096" bears South 48°54'18" West a distance of 586.21 feet;

EXHIBIT "A"

**THENCE** North 09°52'12" East across said Vera tract a distance of 70.87 feet to an angle point, a set 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY";

**THENCE** North 27°42'06" West across said Vera tract, a distance of 485.98 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at an angle point;

**THENCE** North 19°15'04" West a distance of 64.93 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Vera tract and the South line of said Kemp tract from which a 3/8 inch iron rod found at the Southwest corner of said Kemp tract in the North line of said Vera tract bears South 68°43'01" West a distance of 259.78 feet;

**THENCE** North 68°43'01" East with the south line of said Kemp tract and the North line of said Vera tract a distance of 161.57 feet to the POINT OF BEGINNING, containing 1.891 acres of land more or less.

All bearings, distances, coordinates, and areas shown are The Texas Coordinate System of 1983 (NAD83), Texas Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments:  
Survey Drawing No. 075054-02-PARCEL 52.

I hereby certify that the hereon map and description was performed under my direct supervision:

  
Charles G. Walker      Date: October 17, 2023  
Registered Professional Land Surveyor  
State of Texas No. 5283  
Walker Texas Surveyors, Inc.  
T.B.P.L.S. FIRM NO. 10103800



**SKETCH TO ACCOMPANY A DESCRIPTION OF 1.891 ACRES (APPROXIMATELY 82,380 SQ. FT.) IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412 WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN TRACT OF LAND CONVEYED TO MARCELO VERA, IN A SPECIAL WARRANTY DEED DATED OCTOBER 15, 2019 AND RECORDED IN DOCUMENT NO. 20190983320 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.**

**Surveyor's Notes:**

Only those easements and that information listed in Title Commitment File No. GT2301541 issued by Texan Title Insurance Company on April 5, 2023, 8:00am, with an effective date of March 29, 2023, 8:00am, and re-listed below were considered regarding restrictions and matters affecting this property. No other research was performed by Walker Texas Surveyors, Inc. All underground utilities have not been located by this surveyor. The hereon signed Registered Professional Land Surveyor makes no warranty as to the existence or location of any such utility, whether serving the subject tract or for the purpose of servicing other properties. Subsurface and environmental conditions were not examined or considered as a part of this survey. The word "Certify" or "certification" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a Warranty or guarantee, expressed or implied.

10g. Right of Way Easement dated May 29, 1982, to Chisholm Trail WSC, recorded in Volume 954, Page 549, Deed Records, Williamson County, Texas. (Does NOT effect)

10h. Easement dated November 18, 1983, to Tom A Crump and Joycelyn D. Crump, their heirs and assigns, recorded in Volume 1054, Page 733, Official Records, Williamson County, Texas. (Does NOT effect)

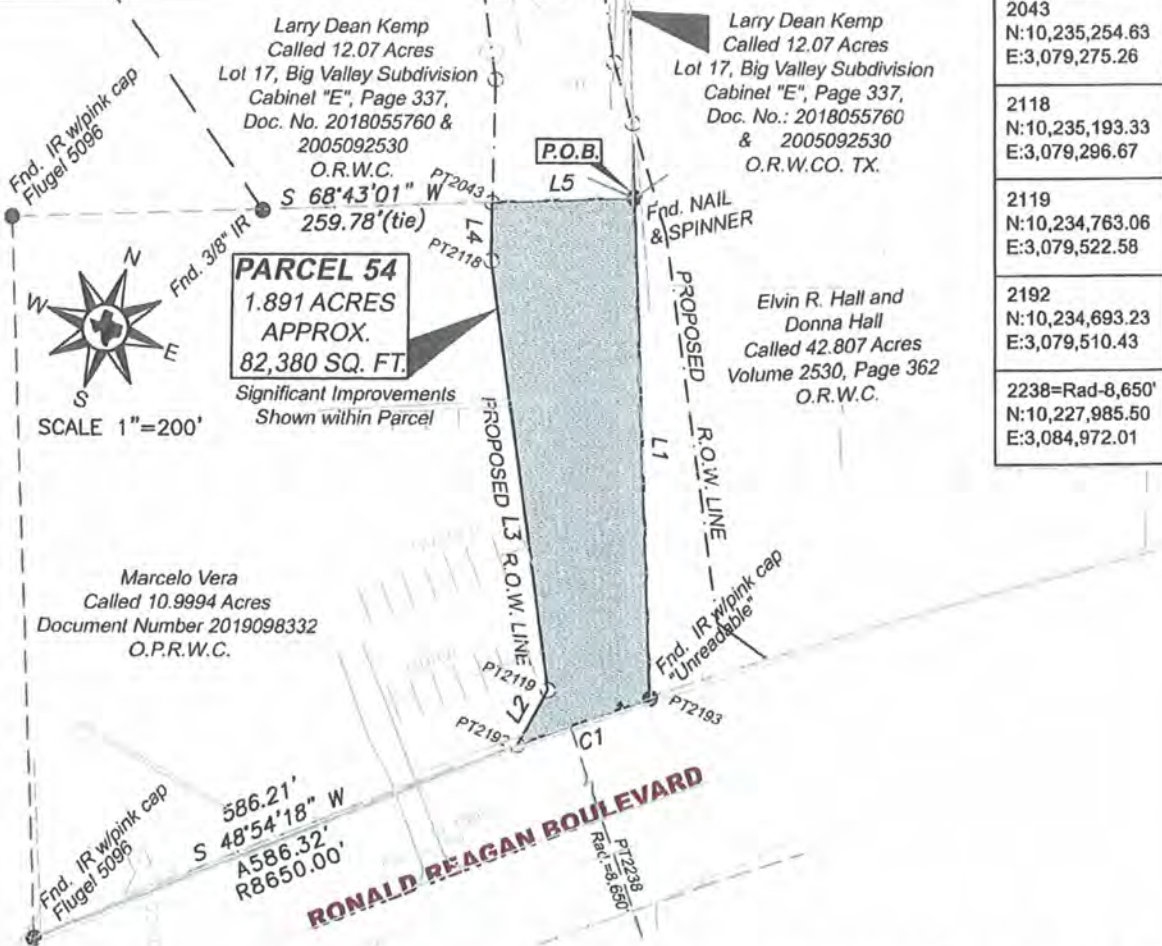
10i. Road Easement contained in Special Warranty Deed to Benjamin Franklin Savings Association, recorded in Volume 1754, Page 276, Official Records, Williamson County, Texas. (Does NOT effect)

10j. Drainage Easement dated July 21, 2006, to Williamson County, Texas, recorded under Document No. 2006062097, Official Records, Williamson County, Texas. (Does NOT effect)

**LEGEND**

- 5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
- M-H-S 1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
- P.R.W.C.T. PLAT RECORDS WILLIAMSON CO., TX.
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
- O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON CO., TX.
- () RECORD INFORMATION





2043	N:10,235,254.63	E:3,079,275.26
2118	N:10,235,193.33	E:3,079,296.67
2119	N:10,234,763.06	E:3,079,522.58
2192	N:10,234,693.23	E:3,079,510.43
2238=Rad-8,650'	N:10,227,985.50	E:3,084,972.01

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	8650.00'	158.47'	158.47'	S 51°22'18" W	1°02'59"

LINE	BEARING	DISTANCE
L1	S 21°47'57" E	561.25'
L2	N 09°52'12" E	70.87'
L3	N 27°42'06" W	485.98'
L4	N 19°15'04" W	64.93'
L5	N 68°43'01" E	161.57'

ALL BEARINGS, DISTANCES, COORDINATES AND AREAS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999849624  
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000115040  
(FOR GRID TO SURFACE CONVERSION)

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.



*Charles G. Walker*

CHARLES G. WALKER, TX. RPLS # 5283.  
WALKER TEXAS SURVEYORS, INC.  
P.O. BOX 324  
CEDAR PARK, TEXAS 78630  
(512) 259-3361  
T.B.P.L.S. FIRM NO. 10103800  
DATE OF SURVEY: OCTOBER 17, 2023  
DRAWING NO.: 0750504-02-PARCEL 54  
PROJECT NO.: 0750504  
DRAWN BY: MLH  
PAGE 4 OF 4



**County:** Williamson  
**Parcel:** 9 – Marcelo Vera  
**Highway:** Ronald Reagan Boulevard

EXHIBIT **B**  
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0153 OF ONE ACRE (666 SQUARE FEET) PARCEL OF LAND SITUATED IN THE THEOPHILUS W. MEDCALF SURVEY, ABSTRACT NO. 412, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 10.9994 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED TO MARCELO VERA, RECORDED IN DOCUMENT NO. 2019098332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0153 OF ONE ACRE (666 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch rebar with cap stamped "PFLUGEL 5096" found, 144.31 feet Left of Ronald Reagan Baseline Station 728+05.99 in the existing North Right-of-Way (ROW) line of Ronald Reagan Boulevard (Variable Width ROW), (Grid Coordinates: N=10,234,307.77, E=3,079,068.57), for the Southwest corner of said 10.9994 acre tract and the common Southeast corner of a called 22.00 acre tract of land described in a General Warranty Deed to Centex Materials, LLC, recorded in Document No. 2018095623 of said O.P.R.W.C.T.;

- 1) **THENCE** with the West line of said 10.9994 acre tract and the common East line of said 22.00 acre tract, **North 21°48'08" West** a distance of **6.06** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed North right-of-way line of said Ronald Reagan Boulevard (Variable Width ROW), 150.00 feet Left of Ronald Reagan Baseline Station 728+08.02, from which a 1/2-inch rebar with cap stamped "PFLUGEL 5096" found for the Northwest corner of said 10.9994 acre tract and the common Northeast corner of said 22.00 acre tract, also being in the South line of Lot 18, BIG VALLEY a subdivision of record in Cabinet E, Slide 337 of the Plat Records of Williamson County, Texas, bears **North 21°48'08" West** a distance of 803.04 feet;
- 2) **THENCE** over and across said 10.9994 acre tract with the proposed North right-of-way of said Ronald Reagan Boulevard, along a curve to the **Right** having a radius of **7810.00** feet, an arc length of **229.34** feet, a delta angle of **01°40'57"**, and a chord which bears **North 49°08'39" East** a distance of **229.33** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the existing North right-of-way line of said Ronald Reagan and the common South line of said 10.9994 acre tract, 149.73 feet Left of Ronald Reagan Baseline Station 730+32.95;



**County:** Williamson  
**Parcel:** 9 – Marcelo Vera  
**Highway:** Ronald Reagan Boulevard

- 3) **THENCE** with the existing North right-of-way line of said Ronald Reagan and the common South line of said 10.9994 acre tract , along a curve to the **Left** having a radius of **8650.00** feet, an arc length of **231.38** feet, a delta angle of **01°31'57"**, and a chord which bears **South 47°43'36" West** a distance of **231.38** feet to the **POINT OF BEGINNING**, containing 0.0153 of one acre (666 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

THE STATE OF TEXAS        §  
   § KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, 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 was determined by a survey made on the ground under my direct supervision.

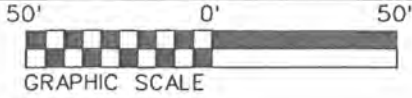
 01/25/2024

Frank W. Funk  
Registered Professional Land Surveyor  
State of Texas No. 6803  
Landesign Services, Inc.  
FIRM 10001800  
10090 W Highway 29  
Liberty Hill, Texas 78642



EXHIBIT B

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LOT 18  
BIG VALLEY  
CABINET E, SLIDE 337  
P.R.W.C.T.

THEOPHILUS W. MEDCALF SURVEY  
ABSTRACT No. 412

MARCELO VERA  
(10.9994 ACRES)  
DOC. NO. 2019098332  
O.P.R.W.C.T.

STA 730+32.95  
OFF 149.73' LT

CENTEX MATERIALS LLC  
(22.00 ACRES)  
DOC. NO. 2018095623  
O.P.R.W.C.T.

STA 728+08.02  
OFF 150.00' LT

SEE DETAIL "A"

PROPOSED R.O.W.

EXISTING R.O.W. LINE

RONALD REAGAN BLVD  
(R.O.W. VARIES)

P.O.B.  
GRID COORDINATES  
N: 10,234,307.77'  
E: 3,079,068.57'  
STA 728+05.99  
OFF 144.31' LT

WILLIAMSON COUNTY, TEXAS  
(21.954 ACRES)  
DOC. NO. 2006062096  
O.P.R.W.C.T.

729+00 730+00  
RONALD REAGAN  
BASELINE

LINE DATA		
LINE	BEARING	LENGTH
L1	N21° 48' 08" W	6.06'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	01° 40' 57"	7810.00'	229.34'	N49° 08' 39" E 229.33'
C2	01° 31' 57"	8650.00'	231.38'	S47° 43' 36" W 231.38'
(C2)		(8650.00')		



10090 W HIGHWAY 29 LIBERTY HILL, TX 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

MARCELO VERA

01/25/2024

PARCEL 9  
0.0153 ACRES  
666 Sq. Ft.

SCALE  
1" = 50'

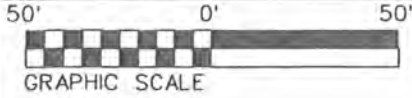
PROJECT  
RONALD REAGAN

COUNTY  
WILLIAMSON

SHEET 3 OF 4

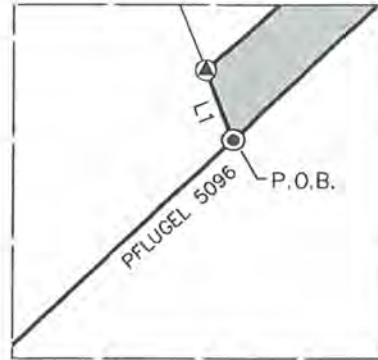
EXHIBIT B

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LEGEND

- △ CALCULATED POINT
- ⊙ 1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
- ⊙ 1/2-INCH REBAR FOUND WITH CAP STAMPED PFLUGEL 5096 (UNLESS OTHERWISE NOTED)
- O.P.R.W.C.T OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- ( ) RECORD INFORMATION
- P — PROPERTY LINE



NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].
2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

STATE OF TEXAS:  
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

*Frank W. Funk* 01/25/2024  
FRANK W. FUNK DATE  
RPLS 6803



10090 W HIGHWAY 29 LIBERTY HILL, TX 78642  
TBPELS FIRM NO. 10001800  
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF  
MARCELO VERA

01/25/2024

PARCEL 9  
0.0153 ACRES  
666 Sq. Ft.

SCALE  
1" = 50'

PROJECT  
RONALD REAGAN

COUNTY  
WILLIAMSON

SHEET 4 OF 4

# EXHIBIT "C"

CR 255 Parcel 54 + Seg C Parcel 9

## DEED

County Road 255 + Ronald Reagan Seg. C 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 **MARCELO VERA** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 1.891 acre (82,380 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 54**); and

All of that certain 0.0153 acre (666 square foot) tract of land, out of and situated in the Theophilus W. Medcalf Survey, Abstract No. 412, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Seg C Parcel 9**)

**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 (the "Retained Improvements"): 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 14 day of March 2024, 2024.

*[signature page follows]*

**GRANTOR:**

*Marcelo Vera*

\_\_\_\_\_  
Marcelo Vera

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF Travis

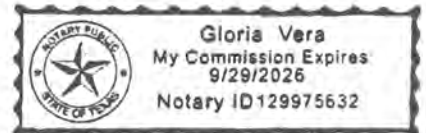
This instrument was acknowledged before me on March 15, 2024 by Marcelo Vera, in the capacity and for the purposes and consideration recited therein.

*Gloria Vera*

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

**39.**

**Meeting Date:** 03/26/2024

Acknowledgment and Release of Temporary Construction Easement

**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 Acknowledgment and Release of Temporary Construction Easement with Karen E. Wheeler dated November 01, 2015 related to culvert improvements to CR 240.

**Background**

**Fiscal Impact**

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

Release

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 10:18 AM

Started On: 03/20/2024 12:17 PM

**ACKNOWLEDGMENT AND RELEASE OF TEMPORARY CONSTRUCTION EASEMENT**

**THE STATE OF TEXAS**                    §                    Project: CR 240  
   §                    Parcel No.: Wheeler  
**COUNTY OF WILLIAMSON**           §

This Release of Temporary Construction Easement is executed this \_\_\_\_\_, 2024, by Williamson County, Texas, hereinafter called the **County**, and releases the Temporary Construction Easement affecting property owned by Karen E. Wheeler, hereinafter called the **Grantor**, WITNESSETH:

WHEREAS, County acquired a Temporary Construction Easement (the "TCE") from Grantor for grading associated with culvert improvements to CR 240, with said TCE document recorded in the Official Public Records of Williamson County under **Document No. 2015104669**, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, County's construction and other obligations as set out in the above referenced TCE having now been completed, and upon inspection of the property County states and acknowledges as follows:

1. By execution of this document County acknowledges that it has inspected the property of Grantor described in the recorded TCE, that the obligations and uses of County as set out in the above referenced TCE have been completed and satisfied, and that it releases Grantor from any further action pursuant to the TCE.
2. By execution of this document hereby **RELEASES** and **FOREVER DISCHARGES** its temporary right to enter or use the remaining property of Grantor under the terms of the TCE, which right shall be of no further force and effect as of the date this document is executed and recorded by County in the Official Public Records.

*[signature page follows]*



**WITNESS, OUR HANDS, ON THE DAY AND YEAR FIRST ABOVE WRITTEN:**

**RELEASOR:**

**WILLIAMSON COUNTY, TEXAS**

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

**Acknowledgment**

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on \_\_\_\_\_ by Bill Gravell, Jr., County Judge of Williamson County, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A" COPY OF TCE TO BE RELEASED FOLLOWS  
THIS PAGE**



**TEMPORARY CONSTRUCTION EASEMENT**  
County Road 240 Improvement Project

**KNOW ALL BY THESE PRESENTS:**

That KAREN E. WHEELER, hereafter referred to as Grantor, whether one or more, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (referred to as "County" or "Grantee"), a temporary construction easement to facilitate proper and adequate lateral support, slope, grading and drainage of the adjacent roadway and proposed culvert facilities and adjacent remaining property of Grantor, and for the purpose of earthen or vegetative grading, removal, shaping or other reconfiguration or modification as necessary to facilitate proper stormwater drainage from adjacent properties across and under the CR 240 roadway facilities, in, along, upon and across the property located in the County of Williamson, State of Texas ("Project"), being more fully shown and described in Exhibit "A" for any and all purposes ("Property"). The removal or placement of any material or other grading, construction or modification on the Property shall be subject to, and shall generally comply with any notes, details, design, specifications or other requirements or restrictions as shown on Exhibit "A" attached hereto.

The parties agree further as follows:

Following completion of work within the temporary construction easement area described in Exhibit "A" any disturbed, filled or graded areas will be reseeded and otherwise returned as closely as possible to their natural state, given the design and construction activities shown herein and on the attached Exhibit. During any work described herein, Grantor shall install temporary fencing along the boundary of the Property, which shall be removed by Grantor upon expiration of the easement term or completion of the Project.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights shall revert to the Grantor, Grantor's successors, and assigns, and all interest conveyed shall terminate on the expiration of twelve (12) months after the beginning of the activities described herein upon the Property, or on the date of completion of construction of the Project, whichever occurs first.

This conveyance is subject to all easements, rights of way, and prescriptive rights, whether of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

*[signature page follows]*



451 CR 240  
FLORENCE, TX 76527

PROPOSED DRIVEWAY

PROPOSED TEMPORARY  
CONSTRUCTION EASEMENT

OLD FENCE  
TO BE REMOVED

2036'

PROPOSED DRAINAGE  
EASEMENT

EXISTING CULVERT  
TO BE REMOVED

EXISTING DRIVEWAY  
TO BE ABANDONED

PROPOSED CULVERT

EXISTING ROW

PROPOSED ROW

EXISTING ROW

RECORDERS MEMORANDUM  
All or part of the text on this page was not  
clearly legible for satisfactory recordation.

SHEETS & CROSSFIELD  
309 EAST MAIN ST  
ROUND ROCK, TX 78664

5

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2015104669



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas

December 01, 2015 01:59 PM

FEE: \$0.00 VPAVLOVICH

**Commissioners Court - Regular Session**

40.

**Meeting Date:** 03/26/2024

County Road 255 Rule 11 Agreement

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Rule 11 Condemnation Agreement with Justin D. Akre and Keisha R. Akre for 0.262 acres of ROW needed on County Road 255. (Parcel 39) Funding Source: TANS P588

**Background**

**Fiscal Impact**

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

Rule 11

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 09:49 AM

Started On: 03/20/2024 12:20 PM

# Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

March 14, 2024

## CONDEMNATION AGREEMENT

Via email [justin.d.akre.civ@army.mil](mailto:justin.d.akre.civ@army.mil) and [justin@akre.net](mailto:justin@akre.net)

Justin D. Akre and Keisha R. Akre

23 CR 289

Georgetown, Texas 78628

Re: CR 255 — Parcel 39 (Akre)  
Cause No. 24-0125-CC1; *Williamson County, Texas v. Justin D. Akre and Keisha R. Akre, husband and wife, and Mortgage Research Center, LLC d/b/a Veterans United Home Loans*

Dear Mr. Akre:

This letter will constitute a Rule 11 of the Texas Rules of Civil Procedure and Condemnation Agreement (“Agreement”) between Williamson County, Texas (“County”) and Justin D. Akre and Keisha R. Akre (“Owners”) in connection with the project identified herein and the property to be acquired as part of the County Road 255 construction project. The terms of this Agreement and the settlement reached are as follows:

1. Subject to final approval by the Commissioners’ Court, the County agreed to pay, and Owners agree to accept, the total sum of ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000) in total compensation to the Owners in the above-referenced lawsuit for the acquisition of the right-of-way interests referenced in County’s petition on file in the above-referenced cause number, and any damages to the remaining property of Owners not acquired (“Property”), with such location and acquisition as further described in County’s current pleading on file in this case.
2. The parties agree to enter the agreed amount of ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000) (the “Agreed Award”) at the Special Commissioners Hearing designated to take place on or before 10:00 am on April 1, 2024, at 100 Wilco Way, Suite 225, Georgetown, Texas, in the above-referenced lawsuit. It is further agreed that neither Owners nor County will file objections to the Agreed Award of Special Commissioners. Following the deposit of the Agreed Award into the

Registry of the Court, the parties agree to enter a Judgment in the Absence of Objections to dismiss the above-referenced lawsuit. Thereafter, each party agrees to pay their own fees and costs.


If this letter sets forth the terms of our Agreement reached between County and Owners, please indicate by executing this letter in the space indicated below on behalf of the Owners.

Very truly yours,

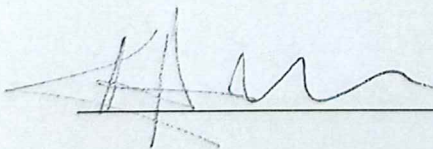
Adam H. Hill  
Sheets & Crossfield, P.L.L.C.  
Attorney for Williamson County, Texas

AGREED AND ACCEPTED:

JUSTIN D. AKRE

 19 MAR 2024

KEISHA R. AKRE

 19 MAR 2024

WILLIAMSON COUNTY, TEXAS

---

**Commissioners Court - Regular Session**

41.

**Meeting Date:** 03/26/2024

Executive Session

**Submitted For:** Charlie Crossfield

**Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

---

**Information**

**Agenda Item**

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

**A. Real Estate Owned by Third Parties**

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

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

**Detention Center**

- n) Discuss acquisition of right of way for Corridor E.
- o) Discuss the acquisition of 321 Ed Schmidt Blvd., #300, Hutto, Texas
- p) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- q) Discuss the acquisition of right of way for CR 314.
- r) Discuss acquisition of right of way for Corridor J.
- s) Discuss the acquisition of real property for Southwestern Blvd.
- t) Discuss the acquisition of right-of-way for CR 313.

**B. Property or Real Estate owned by Williamson County**

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
- c) Sale of property located 747 County Rd. 138 Hutto, Texas
- d) Discuss Blue Springs Blvd. property

**C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1**

**Background**

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**Fiscal Impact**

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

*No file(s) attached.*

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**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 09:39 AM

Started On: 03/20/2024 11:20 AM

**Commissioners Court - Regular Session**

**42.**

**Meeting Date:** 03/26/2024

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 Mellencamp
- b) Project Glee
- c) Project Skyfall
- d) Project Stamper
- e) Project Soul Train
- f) Project Dragon
- g) Project School Bus

**Background**

**Fiscal Impact**

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

*No file(s) attached.*

**Form Review**

**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 03/21/2024

**Reviewed By**

Becky Pruitt

**Date**

03/21/2024 09:36 AM

Started On: 03/20/2024 11:19 AM